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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Zoom Meeting**  
**Monday, October 5, 2020 – 7:00 PM**

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**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

**D. CORRESPONDENCE AND MAYOR'S REPORT**

**E. CONSENT AGENDA:**

1. Approval of minutes from September 21, 2020
2. Approval of Claims & Payroll

**F. NEW BUSINESS:**

1. Paul Quick & Students – Omak High School FFA

2. Res. 62-2020 – Accept Contract for Eastside Park Lift Station Project G&O#19002 as Complete 

3. Res. 63-2020 – Accept Proposal – Audio/Video Equipment Installation for City Hall 

4. Res. 64-2020 – Appr. Public Works Contract – Whitney Equipment – Asotin Lift Station Impeller 

5. Res. 65-2020 – Appr. Amdt. No. 10 – Engineering Agr. - Gray & Osborne – Dewberry Water Loop 

6. Res. 66-2020 – Approve Amendment No. 2 – Interagency Agr. with DNR – Airport Water Imprv. 

7. Res. 67-2020 – Approve Task Order 70-15-055-004 – J-U-B Engineers – Airport Water Imprv. 

8. Res. 68-2020 – Approve Lease Agreement with Ricoh USA, Inc. – Copier/Printer for City Hall 

9. Res. 69-2020 – Apprv. Joint Resolution – Okanogan Watershed Plan for Water Inventory Area 

**G. OTHER BUSINESS:**

1. Council Committee Reports

2. Staff Reports

 **Action by City Council**

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In accordance with the "Stay Home, Stay Healthy" order from Governor Inslee, our Council Meeting will be conducted using Zoom Meetings (information on next page).

If you need support, contact the City Clerk in advance of the meeting by calling 509-826-1170 or e-mail [clerk@omakcity.com](mailto:clerk@omakcity.com) for assistance.

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**The City of Omak is inviting you to a scheduled Zoom meeting, October 5<sup>th</sup>, 2020 @ 7:00pm**

Join Zoom Meeting

<https://us02web.zoom.us/j/89014308766?pwd=OFI2K1hGZngxNW14WStDbnplSjk5Zz09>

Meeting ID: 890 1430 8766

Passcode: 807868

One tap mobile

+12532158782,,89014308766#,,,,,0#,,807868# US (Tacoma)

+13462487799,,89014308766#,,,,,0#,,807868# US (Houston)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 890 1430 8766

Passcode: 807868

Find your local number: <https://us02web.zoom.us/u/kbO02TVLp5>

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: October 5th, 2020

Subject: **Resolution No. 62-2020** Accepting the Eastside Park Lift Station as Complete.

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The attached **Resolution 62-2020, A Resolution of the Omak City Council Accepting the Contract for Eastside Park Lift Station Project G&O#19002 as Complete,** is forwarded for your consideration.

The Eastside Park Lift Station Project was started and awarded in the fall of 2019.

Cates & Erb, Inc. has finished the Lift Station project. It functions as designed and as desired. We had few delays on checklist items, but they are now completed.

Gray & Osborne, Inc. has reviewed and recommends the City to accept the project as complete and to start the final closeout of the project.

I support this Resolution and recommend Council approval.

**RESOLUTION NO. 62-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL ACCEPTING THE CONTRACT FOR EASTSIDE PARK LIFT STATION PROJECT G&O#19002 AS COMPLETE**

**WHEREAS**, the City of Omak awarded a contract for the construction of the Eastside Park Lift Station Project to Cates & Erb, Inc. by the passage of Resolution No. 68-2019 on October 21, 2019; and

**WHEREAS**, this project was determined to be physically complete on September 4, 2020; and

**WHEREAS**, this project has been completed satisfactorily in accordance with the contract, plans, specifications; and

**WHEREAS**, the City's consultant Gray & Osborne, Inc., and the Public Works Director have reviewed all work, all required tests and certifications, and recommend that the City accept the project as complete.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Omak that the Eastside Park Lift Station contract with Cates & Erb, Inc. is hereby accepted as complete, and the Mayor is authorized and directed to take all necessary actions to close out the project.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael Howe, City Attorney



September 25, 2020



Mr. Thom Talbot  
Cates & Erb  
P.O. Box 2027  
Omak, Washington 98841

SUBJECT: FINAL PROGRESS ESTIMATE AND CONTRACT VOUCHER,  
EASTSIDE PARK LIFT STATION  
CITY OF OMAK, OKANOGAN COUNTY, WASHINGTON  
G&O #19002

Dear Mr. Talbot:

On September 4, 2020 the project was determined to be physically complete. We are forwarding the Final Progress Estimate and Final Contract Voucher. Please review the Final Progress Estimate and Final Contract Voucher and forward any comments or the signed documents to Gray & Osborne's Yakima office no later than 2 weeks from the date of this letter.

We have also attached a list of approved subcontractors shown to have performed work on this contract, as well as their Unified Business Identifier (UBI) numbers and Affidavit of Wages Paid identification numbers (if known). This is based on our current records and may not be all-inclusive. Please be aware that contract completion will be granted after the City receives the Affidavits of Wages Paid from your firm and all subcontractors, and that incorrect information supplied to the Washington State Department of Labor and Industries may delay release of the retainage.

After receiving the signed documents and revisions to the list of subcontractors, Gray & Osborne will recommend that the City make the final payment and proceed with project closeout.

Sincerely,

GRAY & OSBORNE, INC.

  
David Ellis, P.E.

DE/tlf  
Encl.

cc: Mr. Ken Mears, Public Works Director, City of Omak, w/encl.

180 Iron Horse Court Yakima, Washington 98901 (509) 453-4833 Fax (509) 453-5953

**FINAL PROGRESS ESTIMATE 9**  
**SEPTEMBER 25, 2020**

CITY OF OMAK  
 OKANOGAN COUNTY, WA

PROGRESS ESTIMATE PERIOD  
 JULY 28, 2020 TO SEPTEMBER 25, 2020

PROJECT:  
 CITY OF OMAK  
 EASTSIDE PARK LIFT STATION  
 G&O JOB NUMBER #19002

CONTRACTOR:  
 CATES & ERB, INC.  
 PO BOX 2027  
 OMAK, WA 98841

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY	
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
1	Mobilization and Demobilization	1	LS	\$38,500.00	25.00%	100.00%	\$9,625.00	\$38,500.00	100%
2	Trench Excavation Safety Systems	1	LS	\$82,500.00	0.00%	100.00%	\$0.00	\$82,500.00	100%
3	Temporary Erosion Control	1	LS	\$3,500.00	0.00%	100.00%	\$0.00	\$3,500.00	100%
4	SPCC Plan	1	LS	\$750.00	0.00%	100.00%	\$0.00	\$750.00	100%
5	Minor Changes	1	LS	\$20,000.00	0.00%	29.91%	\$0.00	\$5,982.10	30%
6	Foundation Gravel	50	CY	\$28.00	0	50	\$0.00	\$1,400.00	100%
7	Gravel Backfill for Walls	50	CY	\$28.00	0	50	\$0.00	\$1,400.00	100%
8	Lift Station	1	LS	\$93,950.00	0.00%	100.00%	\$0.00	\$93,950.00	100%
9	Valve Vault	1	LS	\$39,000.00	0.00%	100.00%	\$0.00	\$39,000.00	100%
10	Electrical, Telemetry, and Instrumentation	1	LS	\$121,000.00	0.00%	100.00%	\$0.00	\$121,000.00	100%
11	Crushed Surfacing Top Course	50	TN	\$22.00	0	50	\$0.00	\$1,100.00	100%
12	Site Restoration and Rehabilitation	1	LS	\$7,500.00	0.00%	100.00%	\$0.00	\$7,500.00	100%
<b>CHANGE ORDERS:</b>									
CO1	Groundwater Dewatering for Lift Station and Valve Vault Installation			\$30,482.72	0.00%	100.00%	\$0.00	\$30,482.72	
<b>SUBTOTAL EARNED TO DATE</b>							\$9,625.00	\$427,064.82	
TERO FEE							\$0.00	\$825.00	
SALES TAX					8.20%		\$0.00	\$20,163.94	
SALES TAX (Rate change as of April 1, 2020)					8.40%		\$808.50	\$15,287.01	
MATERIALS ON HAND							\$0.00	\$0.00	
<b>TOTAL</b>							\$10,433.50	\$463,340.77	
LESS 5% RETAINED (BEFORE TAX)							\$481.25	\$21,353.24	
<b>TOTAL EARNED TO DATE LESS RETAINAGE</b>								\$441,987.53	

**FINAL PROGRESS ESTIMATE 9**  
**SEPTEMBER 25, 2020**

CITY OF OMAK  
 OKANOGAN COUNTY, WA

PROGRESS ESTIMATE PERIOD  
 JULY 28, 2020 TO SEPTEMBER 25, 2020

PROJECT:  
 CITY OF OMAK  
 EASTSIDE PARK LIFT STATION  
 G&O JOB NUMBER #19002

CONTRACTOR:  
 CATES & ERB, INC.  
 PO BOX 2027  
 OMAK, WA 98841

**LESS AMOUNTS PREVIOUSLY PAID**

PROGRESS ESTIMATE 1	\$20,925.00
PROGRESS ESTIMATE 2	\$21,723.60
PROGRESS ESTIMATE 3	\$161,256.71
PROGRESS ESTIMATE 4	\$49,865.20
PROGRESS ESTIMATE 5	\$136,907.88
PROGRESS ESTIMATE 6	\$12,873.30
PROGRESS ESTIMATE 7	\$21,333.59
PROGRESS ESTIMATE 8	\$7,150.00
<b>TOTAL PAYMENT NOW DUE:</b>	<b>\$9,952.25</b>

**TOTAL PAYMENT NOW DUE:**

**\$9,952.25**

**ORIGINAL CONTRACT AMOUNT**  
**CONTRACT AMOUNT WITH CHANGE ORDERS**  
**CONTRACT PERCENTAGE TO DATE**

\$410,600.00  
 \$441,082.72  
 96.8%

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A TRUE  
 AND CORRECT STATEMENT OF THE WORK PERFORMED  
 UNDER THIS CONTRACT.

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID  
 IN ACCORDANCE WITH RCW 39.12 PREVAILING WAGES.

GRAY & OSBORNE, INC.

CATES & ERB, INC.

DAVID G. ELLIS, P.E.

CONTRACTOR'S REPRESENTATIVE

**SUMMARY AND DISTRIBUTION OF PAYMENTS**

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
1	DECEMBER 6, 2019 TO DECEMBER 31, 2019	\$20,276.16	8.20%	\$1,662.65	\$0.00	\$1,013.81	\$20,925.00
2	JANUARY 1, 2020 TO JANUARY 28, 2020	\$21,050.00	8.20%	\$1,726.10	\$0.00	\$1,052.50	\$21,723.60
3	JANUARY 29, 2020 TO FEBRUARY 25, 2020	\$156,256.50	8.20%	\$12,813.03	\$0.00	\$7,812.83	\$161,256.71
4	FEBRUARY 26, 2020 TO MARCH 30, 2020	\$48,319.00	8.20%	\$3,962.16	\$0.00	\$2,415.95	\$49,865.20
5	APRIL 1, 2020 TO APRIL 27, 2020	\$132,406.06	8.40%	\$11,122.11	\$0.00	\$6,620.30	\$136,907.88
6	APRIL 28, 2020 TO MAY 27, 2020	\$12,450.00	8.40%	\$1,045.80	\$0.00	\$622.50	\$12,873.30
7	MAY 28, 2020 TO JUNE 28, 2020	\$20,632.10	8.40%	\$1,733.10	\$0.00	\$1,031.61	\$21,333.59
8	JUNE 29, 2020 TO JULY 27, 2020	\$6,050.00	8.40%	\$577.50	\$0.00	\$302.50	\$7,150.00
9	JULY 28, 2020 TO SEPTEMBER 25, 2020	\$9,625.00	8.40%	\$808.50	\$0.00	\$481.25	\$9,952.25
<b>TOTAL:</b>							<b>\$441,987.53</b>

\$427,064.82

\$35,450.95

\$21,353.24

\$441,987.53

Progress Estimate 9 - Final







# Notice of Completion of Public Works Contract

Department Use Only	
Assigned to	Date Assigned

Date 09/24/2020	Form Version 1	Revision Reason N/A
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Awarding Agency Information			
Company Name City of Omak		UBI Number 243000002	
Address 2 North Ash Street	City Omak	State WA	Zip Code 98841
Contact Name Ken Mears, Public Works Dir.	Phone Number (509) 826-1170	Email Address publicworks@omakcity.com	

Prime Contractor Information			
Company Name Cates & Erb, Inc.		UBI Number 601 558 681	
Address P.O. Box 2027	City Omak	State WA	Zip Code 98841
Contact Name Michael Cates	Phone Number (509) 826-4752	Email Address mikecates@ncidata.com	

Project Information			
Project Name Eastside Park Lift Station	Contract Number	Affidavit ID Number	
Jobsite Address North end of Ferry St. in Eastside Park	City Omak	State WA	Zip Code 98841
Date Awarded 10/21/2019	Date Work Commenced 01/20/2020	Date Work Completed 07/29/2020	Date Work Accepted
Is this a Federally Funded Transportation Project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, attach the Contract Bond Statement			
Have Subcontractors been used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete Addendum A			
<input type="checkbox"/> Contract/Payment Bond Waived? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Retainage Bond Waived? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Detailed Description of Work Completed			

DOR Tax Information			
Calculated Amount	\$410,600.00	Liquidated Damages	\$0.00
Additions (+)	\$31,307.72	Amount Disbursed	\$441,987.53
Reductions (-)	(\$14,017.90)	Amount Retained	\$21,353.24
<b>Sub-Total</b>	<b>\$427,889.82</b>	Other	
Sales Tax Amount	\$35,450.95	Sales Tax Rate	8.20, 8.40 %
<b>Total</b>	<b>\$463,340.77</b>	<b>Total</b>	<b>\$463,340.77</b>
<b>Both totals must be equal - If multiple sales tax rates, attach a list</b>			

Apprentice Utilization Information	
Was apprentice utilization required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Engineer's Estimate:
Utilization %:	If utilization did not meet or exceed 15%, was a Good Faith Estimate approved? <input type="checkbox"/> Yes <input type="checkbox"/> No

Comments
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The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract. No payment shall be made from the retained funds until receipt of all release certificates and affidavits.

Complete and submit for by email to all three agencies below



Department of Revenue  
Public Works Section  
(360) 704-5650  
PWC@dor.wa.gov



Washington State Department of  
Labor & Industries  
Contract Release  
(855) 545-8163, option # 4  
ContractRelease@LNI.WA.GOV



Employment Security Department  
Registration, Inquiry, Standards &  
Coordination Unit  
(360) 890-3499  
publicworks@esd.wa.gov



# MEMORANDUM

To: Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: October 5th, 2020

Subject: **Resolution No. 63-2020** Accepting the proposal for Audio/Video Equipment and Installation for City Hall.

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The Attached Resolution: **63-2020, A Resolution of the Omak City Council Approving an Agreement with Dimensional Communications for the Installation of Video Conferencing Systems**, is forwarded for your consideration.

On August 26<sup>th</sup>, 2020 the City advertised in the Omak Chronicle, a Request for Proposals for Audio/Video Equipment upgrades to City Hall Council Chambers and the large staff room as per RCW 39.04.270 until September 14<sup>th</sup>, 2020.

We received one inquiry and two complete proposals. The two complete proposals were from Dimensional Communications and EVCO Sound and Electronics, Inc.

After multiple communications as to the City's needs and details of the received proposals, staff brought them to Infrastructure Committee and the recommendation for Dimensional Communications was agreed upon.

This purchase will be made through the Cares Act funds.

I support this resolution.

**RESOLUTION NO. 63-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN AGREEMENT WITH DIMENSIONAL COMMUNICATIONS FOR THE INSTALLATION OF VIDEO CONFRENCING SYSTEMS**

**WHEREAS**, on April 27, 2020, Washington State announced the allocation of nearly \$300 million for local governments from the Coronavirus Relief Fund available under the CARES Act; and

**WHEREAS**, the City of Omak has received CARES Act funding to mitigate COVID-19 safety concerns; and

**WHEREAS**, the city has identified the need to update its audio system to include teleconferencing capabilities to promote Social Distancing and offer an alternative means to participate in public meetings and training opportunities, and

**WHEREAS**, proposal were sought in accordance with RCW 39.04.270; and

**WHEREAS**, two proposals were received and evaluated for operation, serviceability, and value; and

**WHEREAS**, Dimensional Communications was selected as the best provider to supply and install the necessary equipment for the city's video conferencing needs.

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council, approving, a public works contract, attached hereto as Exhibit "A" with Dimensional Communications for the installation of video conferencing systems. The Mayor is authorized and directed to execute these documents on behalf of the City.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

# EXHIBIT A

## PUBLIC WORKS CONTRACT

**THIS AGREEMENT** made and entered into between the City of Omak, State of Washington, acting under and by virtue of Title 35 R.C.W. as amended, hereinafter referred to as "The City," and

**Dimensional Communications  
1220 Anderson Rd.  
Mt. Vernon, WA 98274**

for its heirs, executors, administrators, successors and assigns, hereinafter referred to as "The Contractor,"

### WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all labor, tools, and equipment necessary to install and complete the following for the City of Omak, Washington:

### Audio/Video Equipment

\$81,858.26

In accordance with the most recent and approved Code Standards, the recommended manufacturers installation, and as described in the attached Scope of Work/Proposal Request.

The Contractor shall provide and bear the expense of all, labor, equipment, tools, and work of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these contract documents.

2. The City of Omak hereby promises and agrees with the Contractor to employ, and does employ the Contractor to do and cause to be done the above-described work and to complete and finish the same in accordance with the attached scope of work and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached scope of work the schedule of the unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.
5. The Contractor hereby certifies by the execution of this contract that he is registered or licensed as may be required by the laws of the State of Washington, Chapter 18.27 R.C.W.
6. The Contractor hereby agrees to allow the City to retain ten percent (10%) of the contract amount for a period of 30 days from the date of completion of the project in lieu of posting a payment and performance bond as provided in Chapter 39.08.010 RCW.
7. Amounts exceeding the estimated proposal of \$500.00 and the scope changes must be approved by the Public Works Director.

8. - The applicant will provide proof of all required licenses and permits to the City prior to receiving a notice to proceed by the City of Omak Public Works Director. The Contractor will be required to pay prevailing wages, submit a "Statement of Intent to Pay Prevailing Wages" to the Department of Labor and Industries, and upon completion of the project, must file an "Affidavit of Wages Paid" as well. An approved "Affidavit of Wages Paid" must be provided before the final payment is issued.

**IN WITNESS, WHEREOF**, the said Contractor has executed this instrument on the day and year wrote below, and the City of Omak has caused this instrument to be executed by its Mayor as authorized by the City Council, duly attested by its Clerk, and the seal of said City hereunto affixed on the day and year last written below.

Executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2020

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

City State Zip

PHONE: \_\_\_\_\_

FAX Number: \_\_\_\_\_

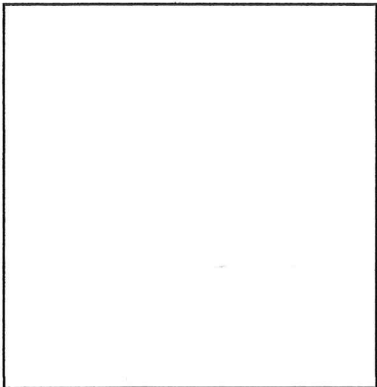
State of Washington Contractor's License Number: \_\_\_\_\_

Federal Tax I.D. Number: \_\_\_\_\_ UBI Number: \_\_\_\_\_

\*\*\*\*\*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

CITY OF OMAK



\_\_\_\_\_  
Cindy Gagné, Mayor

ATTEST:

\_\_\_\_\_  
Connie Thomas, City Clerk

# DIMENSIONAL COMMUNICATIONS

1220 Anderson Rd.  
Mt. Vernon, WA 98274



**Phone: (360) 424-6164**

**Fax: (360) 424-8872**

**[www.dimensional.net](http://www.dimensional.net)**

## ***Proposal***

***Submitted to:*** City of Omak

***Date:*** September 14, 2020

***Location:*** Omak, Washington

***Contact:*** Ken Mears

### ***Council Chambers System Upgrade:***

#### ***We hereby propose the following:***

1. Add a digital sound processor to the council chambers. The digital sound processor will provide the following features:
  - Audio amplification of wireless microphones, court microphones, presentation audio, teleconferencing audio, and web conferencing audio
  - A USB output for interface to the web conferencing system
  - Teleconferencing
  - Tonal control of the room sound that will maximize gain before feedback and audio sound quality.
2. Add (17) wired gooseneck microphones with desktop bases. The bases will have a button that is programmable to push-to-talk or to push-to-mute. There will be (1) microphones located at each attorney table, (14) at the dais, and one at the podium position.
3. Add (1) wireless lapel microphone and (1) handheld wireless microphone. The wireless microphones will be supplied with rechargeable batteries and a charging base.
4. Add a web conferencing system. The web conferencing system will consist of (2) pan/tilt/zoom cameras, and a conferencing PC with web conferencing software. The system can be setup to work multiple types of web conferencing software (Zoom, Teams, WebEx, etc.). One camera will be used to view the podium, the attorneys, and the gallery. The other camera will be used to view the council members at the dais. The web conferencing PC will be provided with a wireless keyboard and mouse for use to control the web conference controls, and room presentation from the built-in PC.
5. Add a video presentation system. The video presentation will consist of a laptop input (location TBD), a built-in PC source, and two camera sources, that can be routed to two 86" displays. The 86" displays will be mounted on articulating wall mounts. One will face the dais, and the other will face the gallery. The video presentation system is designed around an AV over IP platform, with encoders and decoders.
6. Add a control panel at the clerk's location. The touch panel will allow for control of microphone, presentation, and teleconferencing audio levels. It will also control display power and source selection, camera control, recording control, and provide access to teleconferencing call controls.
7. A recording system will be provided that will record the room audio and video. The room control touch panel will be used to start and stop recording and to select the camera to be recorded.
8. The existing equipment rack, amplifier, assisted listening system, and ceiling speakers will be re-used with the new system. All new equipment will be located in the existing equipment rack.

The following will be provided:

Quantity	Manufacturer	Part # and Product Description
1	Binary	B-900-MOIP-4K-CTRL IP Controller
4	Binary	B-900-MOIP-4K-TX IP Encoder
5	Binary	B-900-MOIP-4K-RX IP Decoder
1	Extron	SMP 111 AV Recorder
1	Extron	RSU-129 Rack Shelf
1	Araknis	AN-310-SW-R-24-POE 24 Port POE+ Network Switch
1	Araknis	AN-110-RT-2L1W Router
1	Crestron	CP3 Control Processor
1	Crestron	TSW-1060-B-S 7" Touch Panel
1	Crestron	TSW-1060-TTK-B-S Table Top Kit
1	Crestron	HD-CONV-USB-100 DVI to USB Camera Input
2	LG	86UT640S 86" Display
2	Chief	PDRUB Large Articulating Wall Mount
2	ClearOne	910-2100-003 Unite 200 Camera
2	ClearOne	910-2100-103 Wall Mount for Unite 200 Camera
1	ClearOne	910-3001-100 Collaborate Versa Hub
0	ClearOne	910-2100-002 30M USB 3 Cable
0	ClearOne	910-3200-702-30 30' USB 3 Cable
1	ClearOne	910-401-209 Collaborate Data Point
1	Biamp	TesiraForte AVB CI
1	Biamp	TesiraForte AVB VT
1	JTS	UF-20R Dual Channel Wireless Receiver
1	JTS	JSS-20 Wireless Handheld Microphone
1	JTS	UF-20TB Wireless Bodypack Transmitter
1	JTS	CH-501 Lavalier Microphone
1	JTS	CH-2 Dual Microphone Charging Station
17	Audio Technica	AT8699RS Microphone Base
17	Audio Technica	U859QL Gooseneck Microphone
1	Dell	PC with Wireless Keyboard and Mouse
1	Motu	5 Port AVB Network Switch
1	Miscellaneous	Cable, Hardware, Connectors, Trim Plates
All	DCI	Programming and Installation Labor
1 Year	DCI	Parts and Installation Warranty

**Sixty One Thousand, and Forty Dollars and 00/100\*\*\*\*\*\$61,040.00 + WSST**



**Staff Room System Upgrade:**

**We hereby propose the following:**

1. Add two 75" interactive displays that will replace the existing white boards. Each interactive display will be supplied with a PC and a web camera with an integrated microphone for web conferencing. The PC's will be supplied with a wireless keyboard and mouse to control the PC for presentation and web conferencing.
2. Add an HDMI input at the table for each display. This input will allow users to connect their laptops to each of the displays.
3. Source selection, audio distribution, and volume control will all be handled by the display and controlled via the display remote control.

*The following will be provided:*

Quantity	Manufacturer	Part # and Product Description
2	Boxlight	PROCOLOR 753U+ 75" Interactive Display
2	Logitech	C920 Webcam
2	Dell	PC with Wireless Keyboard and Mouse
1	Miscellaneous	Cable, Hardware, Connectors, Trim Plates
All	DCI	Programming and Installation Labor
1 Year	DCI	Parts and Installation Warranty

**Fourteen Thousand, Four Hundred and Seventy Five Dollars and 00/100\*\*\*\*\*\$14,475.00 + WSST**

- Notes:**
- Price excludes any applicable tax.
  - Any electrical alterations necessary to support the new monitor locations are not covered in this proposal and will be the responsibility of others.
  - It is assumed that the current pathway to the table in the staff conference room will support the addition of 2 HDMI cable runs. If the current pathway is not sufficient to support the additional cabling the inputs to the displays will need to be located on the walls below the displays, or other means for cable routing will need to be provided (this may have additional costs).
  - All work is to be performed during regular business hours.

Submitted by Kyle Robbins

**Time payment options are available upon request.**

**Cash Terms: 50% down with balance due at installation.**


**This proposal may be withdrawn if not accepted within thirty (30) days**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary Insurance.

Our workers are fully covered by Workmen's Compensation Insurance.

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DCI  
**Authorized Signature:**  \_\_\_\_\_

**Customer Acceptance Signature:** \_\_\_\_\_

# MEMORANDUM

To: Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: October 5th, 2020

Subject: **Resolution No. 63-2020** Accepting the proposal for Audio/Video Equipment and Installation for City Hall.

---

The Attached Resolution: **63-2020**, A Resolution of the Omak City Council Approving an Agreement With Dimensional Communications for the installation of video conferencing systems is forwarded for your consideration.

On August 26<sup>th</sup>, 2020 the City advertised in the Omak Chronical a Request for Proposals for Audio/Video Equipment upgrades to City Hall Council Chambers and large staff room as per RCW 39.04.270 until September 14<sup>th</sup>, 2020.

We received one inquiry and two complete proposals. The two complete proposals where from Dimensional Communications and EVCO Sound and Electronics, Inc.

After multiple communications as to the Cities needs and details of the received proposals, staff brought them to Infrastructure Committee and the recommendation for Dimensional Communications was agreed upon.

This purchase will be made through the Cares Act funds.

I support this resolution.



**Request for Proposal**  
**Audio/Video Equipment**  
**Date Due September 14<sup>th</sup>, 2020**

Written responses will be received by the City of Omak, 2 North Ash Street, Omak WA 98841, unit 4 pm, Monday September 14th, 2020 for proposals to provide for Conferencing Audio and Video equipment.

Additional information requests can be made by contacting Ken Mears at 509.826.1170 or [publicworks@omakcity.com](mailto:publicworks@omakcity.com).

#### 1.1 Goals

The City of Omak desires to install Audio and Video equipment to allow for conferencing with software platforms, Zoom, Microsoft Teams and GoToMeetings etc.

#### 1.2 Current Environment

Omak City Hall currently has an audio system in the council chambers. This System is comprised of microphones located at the City Council and staff seating and one podium microphone. It is an EVCO system that allows for recording of meetings and traffic court.

#### 1.3 General System Requirements

The City of Omak is looking for an Audio video system that provides for:

- Remote audio and video conferencing meetings
- Web based management interface Programming service for call control and Messaging
- Technical support and training

#### 1.4 System Features

- Conference Calling
- Visual message display
- Sending meeting invite

- Voicemail storage and recording platform
- Accept additional users
- Security
- Ease of use
- Role based administration system
- Future compatibility

### 1.5 Scope of Work

The selected vendor will be responsible to:

- Install all hardware and software or instruction of installation
- Provide all equipment and software specifications
- Provide operation and maintenance instruction documentation
- Provide installation diagram
- Provide onsite/ remote training to all users
- Provide equipment and service warranty
- Provide operational and service agreement.
- Maintain uninterrupted service

### **2.0 Submittal Procedure**

Written proposal can be submitted to: City of Omak, P.O. Box 72, Omak WA 98841 or hand delivered to Omak City Hall, 2 North Ash Street, Omak WA.

Proposal Contact: Ken Mears, 509.826.1170, publicworks@omakcity.com

Deadline for Submittal is September 14<sup>th</sup>, 2020.

### 2.4 Estimated Timeline

Advertisement	August 26 <sup>th</sup> , 2020
Deadline for Proposal	September 14 <sup>th</sup> , 2020
Installation	October 27 <sup>th</sup> , 2020

### 2.5 Information for Proposal

Proposal must include:

- Hardware/Software Specifications
- Equipment/software pricing
- Monthly operating and maintenance costs
- Warranty information
- Company History and references

## 2.6 Evaluation Procedures

The City of Omak will select the most qualified proposal by a reasonable technical evaluation. The award will then be made to the company that has been considered to provide the most advantageous system for the City. Cost as well as other factors will be considered. The City of Omak may reject any and all proposals for good cause and request new proposals.

### Criteria to be considered:

- Quality of system, ease of operation, maintenance, and administration.
- Capacity of Vendor to provide service and support
- Capital, operating and maintenance costs
- Operational manuals training and support
- System functionality and capabilities
- Life of system
- Character, integrity, reputation and experience of provider
- Availability and installation time

### Miscellaneous

- Prevailing Wages apply
- Sales tax will apply
- Contract will be let in accordance with Title 39 of the Revised Code of Washington

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: October 5th, 2020

Subject: **Resolution No. 64-2020** Approving Public Works Contract with Whitney Equipment Company, Inc. for Asotin Lift Station Impellers Replacement.

---

The attached **Resolution 64-2020, A Resolution of the Omak City Council Approving the Public Works Contract with Whitney Equipment Company, Inc. for Asotin Lift Station Impellers Replacement**, is forwarded for your consideration.

The operations of the City's lift stations are critical to the City's health and safety. Asotin Lift Station impellers need replacement to maintain proper function and avoid pump failures and potential added cost.

Whitney Equipment Company, Inc. has submitted a quote estimate for \$9,273.06.

I recommend this resolution.

**RESOLUTION NO. 64-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PUBLIC WORKS CONTRACT WITH WHITNEY EQUIPMENT COMPANY, INC. FOR ASOTIN LIFT STATION IMPELLER REPLACEMENT**

**WHEREAS**, the Public Works Department requires the impellers to be replaced at Asotin lift station; and

**WHEREAS**, Whitney Equipment Company, Inc. has performed work on other lift stations in the past with the desirable results and expertise; and

**WHEREAS**, the Public Works Department has concerns about possible failure before the end of 2020 and recommends the repairs to be made as soon a possible.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the Public Works Contract, a copy of which is attached as **Exhibit "A"**, be awarded to Whitney Equipment Company, Inc., with an estimated quote of \$9,273.06, and that the Mayor is authorized to execute all documents necessary to effect this action.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

# EXHIBIT A

## PUBLIC WORKS CONTRACT

THIS AGREEMENT made and entered into between the City of Omak, State of Washington, acting under and by virtue of Title 35 R.C.W. as amended, hereinafter referred to as "The City," and

**Whitney Equipment Company, Inc  
16120 Redmond-Woodinville Road NE  
Suite 3  
Woodinville WA 98072**

for its heirs, executors, administrators, successors and assigns, hereinafter referred to as "The Contractor,"

### WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all labor, tools, and equipment necessary to install and complete the following for the City of Omak, Washington:

### **Asotin Lift Station Impeller Replacement**

**\$ 9,273.06**

in accordance with the most recent and approved Code Standards, the recommended manufacturers installation, and as described in the attached Scope of Work.

The Contractor shall provide and bear the expense of all, labor, equipment, tools, and work of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these contract documents.

2. The City of Omak hereby promises and agrees with the Contractor to employ, and does employ the Contractor to do and cause to be done the above described work and to complete and finish the same in accordance with the attached scope of work and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached scope of work the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.
5. The Contractor hereby certifies by execution of this contract that he is registered or licensed as may be required by the laws of the State of Washington, Chapter 18.27 R.C.W.
6. The Contractor hereby agrees to allow the City to retain ten percent (10%) of the contract amount for a period of 30 days from the date of completion of the project in lieu of posting a payment and performance bond as provided in Chapter 39.08.010 RCW.
7. Amounts exceeding the estimated proposal of \$500.00 and the scope changes must be approved by the Public Works Director.



8. The applicant will provide proof of all required licenses and permits to the City prior to receiving a notice to proceed by the City of Omak Public Works Director. The contractor will be required to pay prevailing wages, submit a "Statement of Intent to Pay Prevailing Wages" to the Department of Labor and Industries, and upon completion of the project, must file an "Affidavit of Wages Paid" as well. An approved "Affidavit of Wages Paid" must be provided before final payment is issued.

IN WITNESS, WHEREOF, the said Contractor has executed this instrument on the day and year wrote below, and the City of Omak has caused this instrument to be executed by its Mayor as authorized by the City Council, duly attested by its Clerk, and the seal of said City hereunto affixed on the day and year last written below.

Executed by the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2020

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

City State Zip

PHONE: \_\_\_\_\_

FAX Number: \_\_\_\_\_

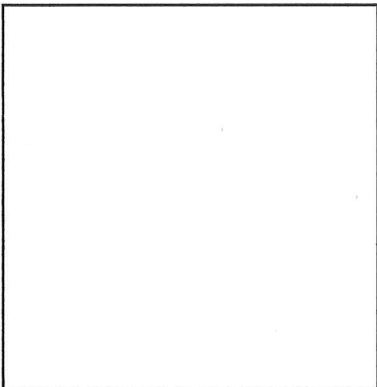
State of Washington Contractor's License Number: \_\_\_\_\_

Federal Tax I.D. Number: \_\_\_\_\_ UBI Number. \_\_\_\_\_

\*\*\*\*\*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

CITY OF OMAK



\_\_\_\_\_  
Cindy Gagné, Mayor

ATTEST:

\_\_\_\_\_  
Connie Thomas, City Clerk

**Asotin Lift Station Impeller Replacement**

**SCOPE OF WORK**

**September 29, 2020**

This project will involve the Installation of a new impeller and various other related parts in each to the Asotin lift station pumps.

The Omak Public Works Department requires the service of a factory representative supply these parts and to make these repairs.

**Materials and Labor: \$8,554.48 See attached: Estimate from WECI**

**Tax: \$ 718.58 (8.4%)**

**Total \$ 9,273.06**



**WECI**  
Whitney Equipment Company, Inc

**Quote**

**WECI Service Department**  
16120 Redmond-Woodinville Road NE  
Suite 3  
Woodinville WA 98072  
United States

Quote#: **44217**  
Quote Date: **09/16/20**  
Quote Expires: **11/15/20**  
Customer #: **OMAK**

Sales Rep.: **Andrew Klempel**  
Terms: **NET30 - Net 30 Days**  
Ship-To #: **1**

Bill To: **City of Omak**  
PO Box 72  
Omak, WA 98841  
United States

Ship To: **Omak WWTF**  
Omak WWTF  
635 S Fir St  
Attn: Nancy Morter  
Omak, WA 98841  
United States

Phone: **(509) 826-1170** Fax:

Contact:  
Phone:

Ship Via: **STANDARD-Ground**  
FOB:

Line #	Item	Description	Site	Qty, UOM	Price, UOM	Extended Price
1	DK - FIELD	Field Labor and/or Travel-Time - Dan Kelley	SVC	4.00 EA	130.0000 EA	520.00
<b>Installation of new impeller kits on (2) Flygt 3102.190 SN: 1340076/77</b>						
2	DK - FIELD	Field Labor and/or Travel-Time - Dan Kelley	SVC	8.00 EA	130.0000 EA	1,040.00
<b>Travel-time</b>						
3	MILEAGE	Mileage Charges	SVC	416.00 ML	1.0000 ML	416.00
<b>*Travel-time/mileage can be split up if scheduled with another service in the area*</b>						
4	7984042	IMPELLER UNIT,N MT CODE 464 HC	SVC	2.00 EA	2,451.0000 EA	4,902.00
5	7074600	RING,INSERT HC	SVC	2.00 EA	697.0000 EA	1,394.00
6	827495	O-RING,NITRILE 219.3 X 5.7	SVC	2.00 EA	28.6000 EA	57.20
7	830456	BOLT,ALLEN HEAD M10 X 35 SS	SVC	2.00 EA	4.8400 EA	9.68
8	4394102	SLEEVE, AL-BRZ	SVC	2.00 EA	107.8000 EA	215.60

Sub-Total:	8,554.48
Misc. Charges:	0.00
Freight:	0.00
Tax:	718.58
Total:	9,273.06

Prepared by: **Colette Moilanen, Cmoialnen@weci.com**

WHITNEY EQUIPMENT CO., INC.  
WOODINVILLE, WA  
STANDARD CONDITIONS OF SALE

These are Whitney Equipment Co., Inc., the Seller, Standard Terms and Conditions and the basis of our offer to the Buyer, unless specifically altered in writing as permitted herein. Any changes may affect the quoted price. These Standard Terms and Conditions and the bid quote, purchase order, or other order form to which they are attached (the "Bid Quote") form a contract between Buyer and Seller for the sale of products described in the Bid Quote (the "Contract").

**ACCEPTANCE:** Submission of this Contract to Buyer constitutes Seller's offer to the Buyer and on acceptance becomes a binding contract on the terms set forth herein. Buyer's acceptance is expressly limited to the terms of this Contract. Seller rejects all terms included in any response by the Buyer to this Contract that are in conflict with, inconsistent with, or in addition to the terms and conditions contained herein. But if a conflict arises between the terms of a purchase order first issued by Buyer and the terms of this Contract, the terms of this Contract shall take precedence.

**ENTIRE AGREEMENT:** The Contract comprises the entire agreement between the Buyer and the Seller, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Contract prevails over any terms and conditions of purchase provided by Buyer, regardless whether or when the Buyer has submitted its purchase order or such terms. In addition implied terms and conditions from the Buyer's contracts with other entities are not valid or enforceable with respect to this Contract. Fulfillment of the Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend this Contract.

**GOVERNING LAWS:** Seller will comply with all laws applicable to Seller during sale of the products. Buyer will comply with all laws applicable to Buyer during operation or use of the products. The laws of the State of Washington shall govern the validity, interpretation and enforcement of any order of which these provisions are a part, without giving effect to any rules governing the conflict of laws. Assignment may be made only with written consent of both parties. Buyer shall be liable to the Seller for any attorney's fees and costs incurred by Seller in enforcing any of its rights hereunder. Unless otherwise specified, any reference to Buyer's order is for identification only.

**JURISDICTION AND VENUE:** Any legal suit, action or proceeding arising out of relating to this Contract shall be commenced in federal or state court located King County, Washington and Seller and Buyer (i) irrevocably submit to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding and (ii) irrevocably wave (to the extent permitted by applicable law) any objection which they now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts in and of the State of Washington, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum.

**ATTORNEYS FEES AND EXPERT COSTS:** The prevailing party in any legal suit, action, or proceeding arising out of relating to the Contract shall be awarded its reasonable attorneys' fees and experts costs.

**WARRANTY:**

**THE SELLER MAKES NO WARRANTIES ON ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BUT THE BUYER SHALL RECEIVE WARRANTIES, IF ANY, PROVIDED BY THE MANUFACTURER OF THE PRODUCTS SOLD UNDER THIS CONTRACT. THE SELLER IS EXPRESSLY EXCLUDED FROM ANY WARRANTY AND ALL CHARGES, FOR LABOR, INSTALLATION, REMOVAL, REPAIR, REINSTALLATION, SHIPPING, UTILITIES, EQUIPMENT RENTAL, OTHER REQUIRED MATERIALS, OR ANY OTHER ITEMS. THE PARTIES AGREE THAT THE BUYER'S SOLE AND EXCLUSIVE REMEDIES SHALL BE AGAINST THE PRODUCT MANUFACTURER AS PROVIDED HEREIN. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, DOWN TIME, OPERATING OR MAINTENANCE COSTS, INJURY TO PERSONS OR PROPERTY, OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO BUYER. BUYER SHALL FOLLOW ALL STORAGE, OPERATION, AND MAINTENANCE PROCEDURES SPECIFIED BY THE MANUFACTURER FOR WARRANTY COVERAGE, FAILURE TO FOLLOW THESE PROCEDURES INCLUDING DOCUMENTATION MAY RESULT IN LOSS OF WARRANTY COVERAGE.**

**TAXES:** Seller does not include any Federal, State, City, County, or other sales, custom duties, or taxes such as sales, use, excise, retailer's, occupation or similar taxes and fees, in the Contract Price unless otherwise explicitly stated in writing. Any taxes not included in the Bid Quote will be added to the Contract Price. In lieu of paying such taxes to the Seller, the Buyer may furnish the Seller with a Tax Exemption Certificate or other legal and appropriate taxing authorities at any time.

**PAYMENT TERMS:** All quotations or proposals are in US Dollars unless explicitly stated otherwise in writing. Seller shall submit invoices for payment to Buyer for percentages of the Contract Price as described in Bid Quote. Buyer must pay all invoices submitted by Seller no later than 30 days after the date of the invoice. If the shipment is delayed by the Buyer, date of readiness for shipment shall be deemed the date of shipment for payment purposes. The Seller may require advance payment or a certificate of deposit, or may otherwise modify credit terms, should the Buyer's credit standing not meet the Seller's requirements. A service charge of 2.5% per month on the unpaid balance will be charged on all overdue monies payable. Buyer shall not assign or transfer their contract or any interest in it, or monies payable under it, without the written consent of Seller and any assignment made without such consent shall be null and void. Buyer agrees to pay all collection costs and costs of suit, including reasonable attorney fees, in the event Seller institutes collection action for overdue account. Seller expressly reserves all available lien rights in connection with any transaction between the parties. Unless explicitly agreed upon in writing, retainage against the contract amount is not allowed. The Seller reserves the right to re-possess all equipment that is not paid for in full per this Contract's payment terms.

**CREDIT CARD PAYMENTS:** All credit card payments will require an additional 2% surcharge in addition to the Contract Price listed in the Contract. All credit card payments over \$5000.00 require written pre-approval by the Seller prior to processing; approval is not guaranteed.

**CREDIT:** Buyer is required to provide all necessary credit information to Seller with each order, including bank reference, bonding company, or other necessary information with complete names, addresses, phone numbers, personal references, and account and bond numbers. The Seller will determine, in its sole discretion, what is acceptable and what credit rating is required for the Seller to allow a purchase on credit.

**PRICE:** The prices specified are in U.S. currency, payable free of all expense to the Seller for collection charges.

**STARTUP PAYMENTS:** If startup services are included in this Contract, the pre-agreed upon payment amount shall be due when startup is complete. If startup is delayed more than 90 days after equipment delivery, payment for startup shall be due 90 days after equipment delivery prior to the startup occurring. Delaying in paying this portion of the contract is subject to the PAYMENT TERMS above.

**SHIPMENTS AND DELIVERY:** Delivery and shipping times are Seller's best estimate and do not include product approval time or order processing time. Seller is not liable for any damages, fees, costs, expenses or penalties arising from (1) loss of or damage to product in transit or (2) delays in shipping or delivery of the product, including all delays caused by an accident; riots; insurrections; national emergency; labor disputes of every kind however caused; embargoes; non-delivery by suppliers; delays of carriers or postal authorities; or governmental restrictions, prohibitions, or requirements. Seller may, in its sole discretion, without liability or penalty, make partial shipments of products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's order. Cost of handling and freight is only included when it is explicitly listed in this Contract.

**NON-DELIVERY:** The quantity of any installment of products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Any liability of Seller for non-delivery of the products shall be limited to replacing the products within a reasonable time or adjusting the invoice respecting such products to reflect the actual quantity delivered.

**APPROVALS:** Buyer is responsible for obtaining approval on products from project owners and engineers. The Seller represents only that products are as described in this Contract. The Seller does not warrant that the products described will be approved or otherwise satisfactory to project owners or engineers, or that products meet project specifications. Seller does not guarantee compliance with any codes or laws unless explicitly stated in this Contract. Performance of the overall system that incorporates the products is not guaranteed.

**OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 –** Seller does not warrant or represent that any of Seller's products by themselves or in a system or with other equipment will conform to or comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder, or any other federal, state, or local law or regulation of the same or similar nature.

**LIMITATION OF LIABILITY - NEITHER SELLER, NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS INTENDED OR ESSENTIAL PURPOSES, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, OR FOR CLAIMS BY BUYER FOR DAMAGES OF BUYER'S CUSTOMERS. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE, PROVIDED HOWEVER, IF THE BID QUOTE INCLUDES FIELD OR STARTUP SERVICE, SELLER'S LIABILITY FOR SAID SERVICES SHALL BE LIMITED TO THE VALUE OF THE SERVICES. BUYER AND SELLER AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH BUYER MAY HAVE HEREUNDER AND SHALL BE GIVEN FULL FORCE AND EFFECT REGARDLESS OF WHETHER ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.**

**STORAGE –** If for any reason Buyer fails to accept products that have been delivered by Seller, or if Seller is unable to deliver the products because Buyer has not provided appropriate instructions, documents, licenses or authorizations, then Seller may place the products in storage at Buyer's cost and expense, which includes the cost of storage, shipping fees, insurance and other incidental expenses. The Buyer carries risk of loss for products in storage.

**TITLE -** Title to the products and risk of loss or damage passes to Buyer upon delivery of the products at the Point of Delivery listed in the Bid Quote. As collateral security for the payment of the Contract Price for the products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to, and under the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Washington Uniform Commercial Code. Buyer agrees to perform all additional acts necessary to perfect and maintain said security interest.

**INSURANCE:** Buyer shall, at its own expense, purchase, maintain and carry adequate insurance for the products to protect against loss or damage from any external cause, including losses from fire, wind, water or other causes. Insurance coverage must be maintained with insurance companies legally authorized to do business where said products are located in an amount at least equal to the value of said products until the products are accepted and paid for in full. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage that is satisfactory to Seller. The certificate of insurance must name Seller as an additional insured. In no case does the Contract Price, even if inclusive of freight, cover the cost of insurance beyond the Point of Delivery specified in the Bid Quote.]

**CANCELLATION:** The Buyer may cancel its order only upon written notice, and in turn will make payment to Seller of reasonable cancellation charges specified by Seller.

**ORAL STATEMENTS:** The Seller's personnel may have made oral statements about the products described in this Contract during the sales process. Such statements do not constitute warranties or guarantees, and shall not be relied on by the Buyer. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

**CHANGES:** Seller reserve the right to make changes and to substitute other material as needed to make shipments and fulfill orders under this Contract.

**ERRORS:** Seller reserves the right to correct clerical or stenographic errors or omissions.

**STATUTE OF LIMITATIONS -** To the extent permitted by applicable law, any lawsuit for breach of contract, including breach of warranty, arising out of the transactions covered by this order, must be commenced by the Buyer not later than twelve (12) months from the delivery of Seller's Products or the last day Seller performed any services, whichever is earlier.

**INSPECTION:** Buyer shall inspect Seller's Products upon receipt, and if Buyer's inspection reveals any defects in the Products, Buyer shall notify the Seller within three (3) days after receipt of the Products of any claim Buyer might have concerning such defects in the Products discovered by Buyer. Buyer's failure to notify Seller within such a three (3) day period shall constitute a waiver by Buyer of all claims covering such defects in the Products. It is the Buyer's responsibility to inspect for shipping damage upon delivery and to initiate a damage claim with the freight carrier. Damage occurring in-transit by the freight carrier must be claimed by the Buyer, and is not the Seller's responsibility.

**NOT INCLUDED:** Seller does not include any item not specifically listed as included. References to specifications and drawings in the Scope of Supply section of the Bid Quote does not indicate that all items in those documents are included in the Scope of Supply. Unless clearly included in this Contract, engineering and design services are not included in this Contract.

**FREIGHT:** Prices quoted are F.O.B. point of manufacture and do not include freight unless specifically listed as included. Title passed to the Buyer at the Point of Delivery listed in the Bid Quote and all freight claims are the responsibility of the Buyer.

**BACKCHARGES** will not be accepted unless approved by Seller, in writing, before any work is done.

**DELAYS:** Price and terms and conditions are subject to revision if manufacture is not released at time of order placement or drawings for approval are not returned within 30 days from receipt by customer, or manufacture is released and subsequently held or delayed by the customer for more than 30 days, or customer requests longer than quoted shipment. If Seller suffers delay in performance due to any cause beyond its control, including but not limited to act of God, war, pandemic, act or failure to act of government, act or omission of Buyer, fire, flood, strike or labor troubles, sabotage, or delay in obtaining from others suitable services, materials, components, equipment or transportation, the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Seller will give Buyer notice in writing within a reasonable time after the Seller becomes aware of any such delay.

**DECOMPOSITION AND WEAR:** Decomposition by chemical action and wear caused by the presence of abrasive materials shall not constitute defects.

BUYER DATA - Timely performance is contingent upon the Buyer supplying to the Seller, when needed, all required technical information, including drawing and submittal approval, and all required commercial documentation. The Buyer shall also supply and complete all shipping delivery information, pre-delivery checklists, and pre-startup checklists in a timely manner or the overall schedule of the project may be impacted at no cost to the Seller regardless of any potential agreed upon damages.

BUYER SUPPLIED COMPONENTS - Buyer acknowledges that the products purchased by Buyer under this Contract may contain products supplied by the Buyer or supplied by a third party at the Buyer's direction ("Buyer Supplied Components"). Buyer Supplied Components are not covered by any warranty or guarantee in this Contract. For the avoidance of doubt, Seller makes no representations or warranties with respect to any Buyer Supplied Components. Seller disclaims any liability arising from Buyer Supplied Components delivered late, damaged, defective, or nonconforming. In no event shall Seller be liable for consequential, indirect, incidental, special, exemplary, punitive damages, or lost profits, arising out of or relating to late delivery of or defective Buyer Supplied Components. Subject to the terms and conditions of this Contract, Buyer shall indemnify, defend and hold harmless Seller and its representatives/officers, directors, employees, agents, affiliates, successors and permitted assigns ("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney and expert fees, fees and costs of enforcing any right to indemnification under this Contract, and the cost of pursuing any insurance providers, incurred by Indemnified Party in a final judgment relating to any third-party claims arising from defective Buyer Supplied Components.

# MEMORANDUM

To: Cindy Gagné, Mayor

From: Ken Mears, Public Works Director

Date: October 5th, 2020

Subject: **Resolution No. 65-2020** Approving Amendment No.10 with G&O for Design of Dewberry Avenue Water Loop.

---

The Attached Resolution: **65-2020, A Resolution of the Omak City Council Approving Amendment No. 10 to the Professional Engineering Services Agreement with Gray & Osborne, Inc. for Dewberry Avenue Water Loop**, is forwarded for your consideration.

The City's Engineering Consultant has written up the Scope of Work for the construction engineering services, as are explained in detail in Exhibit "A" & "B" of the design estimate. The project is, design administrative services for the Dewberry Avenue Water Loop.

I support this resolution.



**RESOLUTION NO. 65-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AMENDMENT NO. 10 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GRAY & OSBORNE, INC. FOR DEWBERRY AVENUE WATER LOOP**

**WHEREAS**, the City of Omak extended the contract with Gray & Osborne, Inc. to provide On-Call Engineering Services by the approval of Resolution 74-2019; and

**WHEREAS**, it is necessary to secure professional engineer consulting services for the design of the Dewberry Water Loop; and

**WHEREAS**, the scope of work and engineering cost for providing these services is estimated at \$50,000.00.

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council, that **Amendment No. 10 to the Contract for Professional Engineering Services** between the City of Omak and Gray & Osborne, Inc., a copy of which is attached hereto as Exhibit "A" is hereby approved. The Mayor is authorized to execute this document on behalf of the City.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael D. Howe, City Attorney

**AMENDMENT NO. 10  
TO  
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

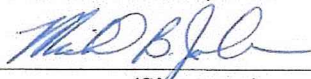
THIS AMENDMENT, by and between the City of Omak, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency), April 2, 2018 for additional services related to the Agency's On-Call Engineering Services.

City of Omak – Dewberry Avenue Water Loop

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

**GRAY & OSBORNE, INC.**

**CITY OF OMAK**

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Michael B. Johnson, P.E., President  
GRAY & OSBORNE, INC.

Name: \_\_\_\_\_  
(Print)

Date: 9/24/2020

Date: \_\_\_\_\_

"Equal Opportunity/Affirmative Action Employer"

## **EXHIBIT "A"**

### **SCOPE OF WORK**

#### **CITY OF OMAK DEWBERRY AVENUE WATER LOOP**

Based on our understanding of the project, this Scope of Work presents the professional engineering services requested by the City of Omak for design services for the Dewberry Avenue Water Loop project. It is our understanding that the project consists of the installation of approximately 1,800 feet of 8-inch water main pipe on Dewberry Avenue, from Locust east to Kenwood Street, north in alley and east to Locust Street. It is our understanding that the work will be funded with City water funds.

More specifically, the work will include:

#### **PROJECT MANAGEMENT**

This task will include the following:

- In corporate overall project management as well as in-house quality assurance and quality control (QA/QC) reviews of all documents in order to address relevant issues that may affect the project.

#### **DESIGN SURVEY**

The objective is to establish vertical and horizontal control necessary for the design of the project that includes identifying existing utilities, alignment, structures and other related work. This task will include the following:

- Establish vertical and horizontal control for survey and mapping suitable for the development of plans at a horizontal scale of 1"=20'.
- Field survey existing sewer, water and stormwater utilities, obtain invert elevation data at each manhole, catch basin, and storm drain manhole, and field survey marked underground utilities within roadway and alley rights-of-way.
- Acquire public records of survey, plat maps, assessor maps, and record drawings as may be available.
- Identify existing utilities of record and delineate existing rights-of-way, recorded easements, and other related and pertinent site topography.

#### **PRELIMINARY DESIGN**

The objective is to develop preliminary design concepts and construction drawings at preliminary design phase (35%). Design plans and specifications will be prepared in City-approved format. This task will include the following:

- Prepare preliminary plans at a scale of 1"=20'. These plans will incorporate City design standards, as applicable.
- Incorporate available utility record drawing information, plat map (property line) and rights-of-way information.
- Prepare preliminary specifications, to include proposal, contract, and bonding requirements.
- Provide preliminary construction cost estimate.
- Determine and describe local, state, and federal permits, and licenses required for construction of the proposed improvements. Prepare and submit said permits and approval applications prior to completion of design. The City will pay any permit and approval review fees.
- Perform a quality assurance and quality control (QA/QC) review of all documents in order to address those relevant issues that may affect the project.
- Review preliminary plans, specifications, and cost estimates with the City.

### **FINAL DESIGN CONTRACT DOCUMENTS**

The objective is to provide final Contract Documents and cost estimate in City-approved format. This task will include the following:

- Prepare final design plans and specifications including final quantities, order of work, schedule, and cost estimate.
- Submit Contract Documents and cost estimate to the City, to include incorporation of all previous City comments.
- Conduct an on-site review with the City.
- Perform a quality assurance and quality control (QA/QC) review of all documents in order to address those relevant issues that may affect the project.

### **BID AND AWARD SERVICES**

The objective is to assist the City in bid and award of the project. This task will include the following:

- Provide the City with the Call for Bids for advertisement for bids (City will pay all publishing costs) and the Contract Documents and construction cost estimate (in both hard copy and electronic formats).
- Provide access to Contract Documents to local plan centers, licensed contractors and material suppliers free-of-charge via Gray & Osborne Bid Document Distribution System website at <http://gobids.grayandosborne.com>.
- Answer questions from potential bidders and issue any addenda, as required.
- Attend the bid opening, review the bids, check bidder references, prepare the bid summary, and recommend award of the construction contract.

## **BUDGET**

The maximum amount payable to the Engineer for completion of all work, including contingencies, salaries, overhead, direct non-salary costs and net fee shall be as shown in Exhibit "B." This amount shall not be exceeded without prior written authorization of the City.

**EXHIBIT "B"**

**ENGINEERING SERVICES  
SCOPE AND ESTIMATED COST**

*City of Omak  
Dewberry Avenue Water Loop*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
Design survey					8	40
Prepare plans and specifications		8	40	104		
Review plans and specifications with City		12				
Final plans and specifications		16	48			
Internal QA/QC reviews	4	8	8	4		
Bid and award services		2	24			
Hour Estimate:	4	46	120	108	8	40
Fully Burdened Billing Rate Range:*	\$138 to \$205	\$125 to \$205	\$119 to \$148	\$50 to \$134	\$118 to \$155	\$171 to \$230
Estimated Fully Burdened Billing Rate:*	\$160	\$150	\$150	\$130	\$140	\$200
Fully Burdened Labor Cost:	\$640	\$6,900	\$18,000	\$14,040	\$1,120	\$8,000

Total Fully Burdened Labor Cost: \$ 48,700

Direct Non-Salary Cost:  
Mileage & Expenses (Mileage @ current IRS rate) \$ 1,300

**TOTAL ESTIMATED COST: \$ 50,000**

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

# MEMORANDUM

To: Omak City Council  
Cindy Gagnè, Mayor

From: Todd McDaniel, Administrator

Date: October 1, 2020

Subject: Resolution No. 66-2020 Approving Amendment No. 2 to the Interagency Agreement with the DNR for Airport Water Improvements

---

The Attached **Resolution 66-2020, Approving Amendment No. 2 To the Interagency Agreement Between the Washington State Department of Natural Resources for Airport Water Infrastructure**, is forwarded for your consideration.

An Interagency Agreement was entered into with the DNR in August of 2019 for the purpose of designing a water improvement project, completing project specification, project bidding and construction administration. That agreement was amended to include construction of the designed project.

Construction of the project is nearly complete and the DNR has some remaining funds that were allocated for Omak Airport Water improvements. The DNR has asked that we use these funds to complete the design of a reservoir.

Amendment No. 2 identifies the additional service and costs associated with the reservoir design and allows for the reimbursement of actual cost incurred.

I approve this resolution and urge its adoption

**RESOLUTION NO. 66-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AMENDMENT NO. 2 TO THE INTERAGENCY AGREEMENT BETWEEN THE CITY OF OMAK AND THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES FOR AIRPORT WATER INFRASTRUCTURE CONSTRUCTION**

**WHEREAS**, the Revised Code of Washington, RCW 39.34 authorizes units of government within the State to enter into cooperative agreements for the provision of goods and services to each other; and

**WHEREAS**, the Department of Natural Resource (DNR) and the City of Omak entered into the original Interagency Agreement, IAA 93-099589 on August 19, 2019 as a cooperative agreement for preparing engineering plans, technical specifications, construction estimates, and a necessary infrastructure improvements at the Omak Municipal Airport for the purpose of procuring a public bid to perform water well and infrastructure improvements to provide municipal service to the planned DNR facility. Resolution 55-2019; and

**WHEREAS**, Amendment No. 1 to this agreement was approved by resolution 28-2020 to include the provisions of work and payment, for the construction and equipping of the Airport Water Project; and

**WHEREAS**, construction of the Airport Water Project is substantially complete and remaining funds are available for the design of a reservoir to provide the necessary flows for the planned DNR facility and other airport development; and

**WHEREAS**, J-U-B Engineering, Inc. has submitted to the city a proposal, attached to Amendment No. 2, to provide the services needed for the reservoir design, and

**WHEREAS**, Amendment No. 2 recognizes the additional cost and services that will be provided by J-U-B Engineering, Inc. to the City for the design of the reservoir, and allows the City to seek reimbursement from the DNR for the actual cost incurred on this project.

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council, that Amendment No. 2 to the Interagency Agreement, between the City of Omak and Washington State Department of Natural Resources, a copy of which is attached hereto as Exhibit "A", is hereby approved. The Mayor is authorized to execute the same for and on behalf of the City.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.



**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

**STATE OF WASHINGTON**  
**DEPARTMENT OF NATURAL RESOURCES (DNR)**  
**AMENDMENT NO. 2**  
**TO**  
**AGREEMENT NO. 93-099589**

PI: 977

Funding Source: State

Grant Funded:  Yes  No

**WHEREAS**, A STATE DEPARTMENT OF NATURAL RESOURCES (DNR) and the City of Omak (City) (collectively hereinafter referred to as “the PARTIES”) entered into the original INTERAGENCY AGREEMENT, IAA 93-099589, on August 19, 2019 (date of final signature) as a cooperative agreement for preparing engineering plans, technical specifications, construction estimates and necessary infrastructure improvements at the Omak Municipal Airport for the purpose of procuring a public bid to perform water well and infrastructure improvements in order to provide municipal services to a planned DNR facility, and

**WHEREAS** the PARTIES subsequently entered into an Interagency Agreement Amendment #1 on April 10, 2020 to add additional language to the Section 2.0, Scope of Work and Section 4.0, Payment, and

**WHEREAS**, the CITY had previously selected JUB Engineering of Spokane, Washington (hereafter referred to as “A/E”, “CITY’s A/E”, or “Sub-contractor”) pursuant to RCW 39.80, to render architectural and engineering services and perform work in relation to the Omak Municipal Airport and related infrastructure, and

**WHEREAS**, the PARTIES agree that the planning design, construction and financing of water system infrastructure improvements at the Omak Municipal Airport and other infrastructure improvements necessary to provide municipal services to the planned DNR facility.

**WHEREAS**, the PARTIES have determined that they would like to proceed with the engineering and design of a reservoir to supply fire protection water to a future DNR work center. The City’s A/E is consistent with the CITY’s A/Es’ estimate and the available funding source of both PARTIES such that both PARTIES agree that the JUB Engineering Services agreement will be administered by the CITY and DNR will reimburse the CITY for those expenses as outlined in the original Agreement and subsequent Amendments.

**NOW THEREFORE**, Agreement No. 93-099589 by and between the PARTIES is amended as follows:

Section 2.2 Scope of Work, Design of City of Omak Airport Water Reservoir is hereby added to Section 2.0 with additional language as follows:

The CITY also agrees to lead design performed under this Contract that provides for the development of infrastructure near the Omak Municipal Airport, including municipal water source and storage, for domestic, irrigation and fire suppression uses. Following the completion of a new well house and distribution piping, the PARTIES wish to advance the

design of the water storage reservoir for the new water system. Work shall include design for a 300,000-gallon reservoir and associated site improvements for connection to the distribution system. Improvements are expected to be operated and maintained by the CITY.

Reason for the change is: To include additional work activities to the Scope of Work.

Section 4.0, PAYMENT is hereby amended to change the first paragraph of the section as follows:

The Parties estimate that the cost of accomplishing the work will not exceed One Million Five Hundred Ninty Seven Thousand Dollars and Zero Cents (\$1,597,000.00) for all phases of work to be performed by the City's A/E and Contractor. DNR shall be responsible for payment to the City of a total not to exceed One Million Two Hundred Ninety Four Thousand Five Hundred Forty Two Dollars and Eleven Cents (\$1,294,542.11). Payment for satisfactory performance of work shall not exceed this amount unless the PARTIES mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded.

Section 4.2 is hereby to Section 4, Payment, as follows:

Both PARTIES estimate the costs of the additional activities described in Section 2.2, Scope of Work and as outlined under Exhibit E, attached to this Amendment and incorporated herein, to be as follows:

The PARTIES estimate that the cost of accomplishing the additional work described in Section 2.2 will not exceed Two Hundred and Twenty-Eight Dollars (\$228,395).

DNR agrees to compensate the CITY for actual expenses incurred based on invoices submitted by the CITY in accordance with Section 5.0 of this Contract.

Reason for the change is: To include additional costs associated with the additional work being included in this Amendment #2.

The effective date of this Amendment is the last date of execution, whichever is later.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

**IN WITNESS WHEREOF, the parties hereby execute this Amendment.**

**CITY OF OMAK**

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL  
RESOURCES (DNR)**

Signature	Date	Signature	Date
Cindy Gagne		Dale Mix	
Name		Name	
Mayor		Division Manager	
Title		Title	
PO Box 72		1111 Washington Street SE, MS 47030	
Omak WA 98441		Olympia, WA 98504-7030	
Address		Address	
509-826-1170		360-902-1199	
Telephone		Telephone	



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**CLIENT Task Order No. 70-15-055-004  
J-U-B Project No. 70-20-025  
Omak Municipal Airport**

DATE: September 9, 2020

**PROJECT: CITY OF OMAK AIRPORT WATER RESERVOIR**

**RE: Master Engineering Services Agreement between The City of Omak (CLIENT) and J-U-B ENGINEERS, Inc., (J-U-B), dated OCTOBER 19, 2015.**

Upon execution of this Task Order by CLIENT and J-U-B in the space provided below, this Task Order will serve as authorization for J-U-B to carry out and complete the services set forth below in accordance with the referenced Agreement between the CLIENT and J-U-B.

**PART 1. Purpose:**

The City of Omak wishes to develop infrastructure near the Omak Airport, including municipal water source and storage, for domestic, irrigation and fire suppression uses. Following the completion of new well house and distribution piping, the City wishes to advance the design of the water storage reservoir for the new water system. Work generally includes design for a 300,000-gallon reservoir and associated site improvements for connection to the distribution system. Improvements are expected to be operated and maintained by the City of Omak. Review agencies and stakeholders include CLIENT (City of Omak), Washington Department of Health (DOH), and Federal Aviation Administration (FAA).

**PART 2. Scope of Services:**

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

**A. Task 010: Project Management**

1. For this task, J-U-B will:
  - a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
  - b. Conduct project planning and risk assessment.
  - c. Regularly monitor project status, budget and schedule.
  - d. Attend 2 client meetings to report project status.
  - e. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
  - f. Provide a monthly invoice including budget status.
  - g. Provide ongoing document handling and filing.

**B. Task 020: Environmental**

1. For this task, J-U-B will:
  - a. Assist with SEPA preparation.
  - b. Cultural Coordination Resources

**C. Task 030: Design**

1. Subtask 001: Preliminary Investigations
  - a. Field Survey to Supplement Existing Base Maps
  - b. Incorporate New Topo Into Existing Base Maps
  - c. Geotechnical Engineering, Report Addendum
  - d. Assumptions:
    - i. STRATA Geotech Report SP19131A will have an addendum prepared for site specific recommendations for the water reservoir.
    - ii. Existing topographic survey will be supplemented with additional points, as needed for design.
  - e. Deliverables:
    - i. Geotechnical Report Addendum
2. Subtask 002: 35% Reservoir Design
  - a. Foundation Design
  - b. Elevated Reservoir Preliminary Design
  - c. Site Piping Design
  - d. Electrical Controls and Lighting Design
  - e. Site Grading Design
  - f. Painting and Coating Design
  - g. Interior Pedestal Conduit and Manway Access Design
  - h. Interior Pedestal Access and Interior Configuration Area Design
  - i. Overflow System Design
  - j. Deliverables:
    - i. 35% project specifications, contract documents, and opinion of probable cost.
3. Subtask 003: 65% Reservoir Design
  - a. Foundation Design
  - b. Concrete and Steel Pedestal Design
  - c. Site Piping Design
  - d. Electrical Controls and Lighting Design
  - e. Site Grading Design
  - f. Painting and Coating Design
  - g. Interior Pedestal Conduit and Manway Access Design
  - h. Interior Pedestal Access and Interior Configuration Design
  - i. Overflow System Design
  - j. Deliverables:
    - i. 65% project specifications, contract documents, and opinion of probable cost.
4. Subtask 004: 95% Reservoir Design
  - a. Foundation Design
  - b. Concrete and Steel Pedestal Design
  - c. Site Piping Design
  - d. Electrical Controls and Lighting Design
  - e. Site Grading Design
  - f. Painting and Coating Design
  - g. Interior Pedestal Conduit and Manway Access Design
  - h. Interior Pedestal Access and Interior Configuration Design
  - i. Overflow System Design
  - j. Internal QC
  - k. Deliverables:
    - i. 95% project specifications, contract documents, and opinion of probable cost.

5. Subtask 004: Final Reservoir Design
  - a. Foundation Design
  - b. Concrete and Steel Pedestal Design
  - c. Site Piping Design
  - d. Electrical Controls and Lighting Design
  - e. Site Grading Design
  - f. Painting and Coating Design
  - g. Interior Pedestal Conduit and Manway Access Design
  - h. Interior Pedestal Access and Interior Configuration Design
  - i. Overflow System Design
  - j. Deliverables:
    - i. Final project specifications, contract documents, and opinion of probable cost.

**D. Task 040: Agency Coordination**

1. For this task, J-U-B will:
  - a. Prepare Submittal to DOH
  - b. Address DOH Comments and Resubmit for Approval

**PART 3. Client-Provided Work and Additional Services:**

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
  1. Provide backhoe for excavation of geotechnical test pits, as needed.
  2. Provide clearance for accessing portions of Omak Airport, as needed, during design.
  3. Provide historical operating and monitoring data available.
  4. Pay for agency review fees, if required.
  5. Perform water quality sampling and pay for and conduct testing, if required.
  6. Provide copies of previous reports, plans, record drawings, etc.
  7. Negotiate and acquire all property, right-of-ways, and easements, if required.
  8. Apply for and negotiate with agencies and other applicable parties for variances that may be necessary for improvements.
  9. Provide utility location services.
  10. Provide public involvement services.
  11. Secure all funding required for the project. Track allocation of project costs among the various funding sources, prepare funding applications and status summaries for agencies, and complete reimbursement requests that are required by the funding agencies.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
  1. Record of Survey.
  2. Easement, right-of-way maps, property acquisition.
  3. Provide public involvement services.
  4. Water Reservoir Construction phase services
  5. Future Phase Design and Construction services (other water system improvements at the airport not related to the reservoir)

**PART 4. Basis of Fee and Schedule of Services:**

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
  - 1. For Lump Sum fees:
    - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
- B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Design Phase Services	Lump Sum	\$228,395	Concurrent with work progress
<b>Total:</b>			<b>\$228,395</b>	

***NOTE on Coronavirus and Schedule:** J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.*

- E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-B.

**SIGNATURES**

**CLIENT:**

**City of Omak**

By: Cindy Gagne

Title: Mayor

Date: \_\_\_\_\_

**ENGINEER:**

**J-U-B ENGINEERS, Inc.**

By:  \_\_\_\_\_  
Layne L. Merritt, P.E.

Title: Area Manager

Date: 9-15-2020



**Exhibit(s):**

- Exhibit 1-A: J-U-B 2020 Rate Table
- Exhibit 1-B: Work Breakdown Structure

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*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Water Supply/Treatment/Distribution (W03)
2. Structural (S09)



## MEMORANDUM

To: Omak City Council  
Cindy Gagnè, Mayor

From: Todd McDaniel, Administrator

Date: October 5, 2020

Subject: Resolution 67-2020 Task Order 70-15-055-004 with J-U-B Engineers, Inc.

---

The Attached Resolution 67-2020, of the Omak City Council, Approving Task Order No. 70-15-055-004 to the contract for Engineering services with J-U-B Engineers, Inc. for Airport Water Infrastructure, is forwarded for your consideration.

The City is in contract with J-U-B Engineers, Inc. to provide On Call engineering services for the airport. The City has partnered with the DNR to make water improvements at the airport and is in need of design, contracting and construction services.

This Task Order defines the scope and deliverables required of J-U-B and the City to successfully develop plan and specifications for a 30,000-gallon reservoir for the Omak Airport. This contract has a do not exceed amount of \$228,395.

Funding for these services will be passed onto the DNR for reimbursement.

I approve this resolution and urge its adoption

**RESOLUTION NO. 67-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING TASK ORDER  
No. 70-15-055-004 TO THE CONTRACT FOR ENGINEERING SERVICES  
WITH J-U-B ENGINEERS, INC. FOR AIRPORT WATER INFRASTRUCTURE**

**WHEREAS**, the City of Omak engaged the firm of J-U-B Engineers, Inc. to provide professional engineering services for the Omak Airport in 2015 by adoption of Resolution No. 42-2015 on December 7, 2015; and

**WHEREAS**, the City and the Washington State Department of Natural Resources (DNR) has entered into an interagency agreement for design and construction of water infrastructure by Resolution 55-2019 and as amended by Resolution 66-2020; and

**WHEREAS**, the engineering services of J-U-B Engineers, Inc. were sought to provide engineering design services to develop plans and specifications for the inclusion of a 30,000 gallon reservoir to the newly constructed Airport Water System; and

**WHEREAS**, the cost of these services will be reimbursable through the interagency agreement between the Washington State Department of Resources and the City of Omak.

**NOW, THEREFORE BE IT RESOLVED** by the Omak City Council that Task Order No. 70-15-055-004 to Contract for Engineering Services with J-U-B Engineers, Inc., a copy of which is attached hereto and marked Exhibit "A", is hereby approved, and the Mayor is authorized and directed to execute that document on behalf of the City.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael Howe, City Attorney



# EXHIBIT A

**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**CLIENT Task Order No. 70-15-055-004  
J-U-B Project No. 70-20-025  
Omak Municipal Airport**

DATE: September 9, 2020

**PROJECT: CITY OF OMAK AIRPORT WATER RESERVOIR**

**RE: Master Engineering Services Agreement between The City of Omak (CLIENT) and J-U-B ENGINEERS, Inc., (J-U-B), dated OCTOBER 19, 2015.**

Upon execution of this Task Order by CLIENT and J-U-B in the space provided below, this Task Order will serve as authorization for J-U-B to carry out and complete the services set forth below in accordance with the referenced Agreement between the CLIENT and J-U-B.

**PART 1. Purpose:**

The City of Omak wishes to develop infrastructure near the Omak Airport, including municipal water source and storage, for domestic, irrigation and fire suppression uses. Following the completion of new well house and distribution piping, the City wishes to advance the design of the water storage reservoir for the new water system. Work generally includes design for a 300,000-gallon reservoir and associated site improvements for connection to the distribution system. Improvements are expected to be operated and maintained by the City of Omak. Review agencies and stakeholders include CLIENT (City of Omak), Washington Department of Health (DOH), and Federal Aviation Administration (FAA).

**PART 2. Scope of Services:**

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

**A. Task 010: Project Management**

1. For this task, J-U-B will:
  - a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
  - b. Conduct project planning and risk assessment.
  - c. Regularly monitor project status, budget and schedule.
  - d. Attend 2 client meetings to report project status.
  - e. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.
  - f. Provide a monthly invoice including budget status.
  - g. Provide ongoing document handling and filing.

**B. Task 020: Environmental**

1. For this task, J-U-B will:
  - a. Assist with SEPA preparation.
  - b. Cultural Coordination Resources

**C. Task 030: Design**

1. Subtask 001: Preliminary Investigations
  - a. Field Survey to Supplement Existing Base Maps
  - b. Incorporate New Topo Into Existing Base Maps
  - c. Geotechnical Engineering, Report Addendum
  - d. Assumptions:
    - i. STRATA Geotech Report SP19131A will have an addendum prepared for site specific recommendations for the water reservoir.
    - ii. Existing topographic survey will be supplemented with additional points, as needed for design.
  - e. Deliverables:
    - i. Geotechnical Report Addendum
2. Subtask 002: 35% Reservoir Design
  - a. Foundation Design
  - b. Elevated Reservoir Preliminary Design
  - c. Site Piping Design
  - d. Electrical Controls and Lighting Design
  - e. Site Grading Design
  - f. Painting and Coating Design
  - g. Interior Pedestal Conduit and Manway Access Design
  - h. Interior Pedestal Access and Interior Configuration Area Design
  - i. Overflow System Design
  - j. Deliverables:
    - i. 35% project specifications, contract documents, and opinion of probable cost.
3. Subtask 003: 65% Reservoir Design
  - a. Foundation Design
  - b. Concrete and Steel Pedestal Design
  - c. Site Piping Design
  - d. Electrical Controls and Lighting Design
  - e. Site Grading Design
  - f. Painting and Coating Design
  - g. Interior Pedestal Conduit and Manway Access Design
  - h. Interior Pedestal Access and Interior Configuration Design
  - i. Overflow System Design
  - j. Deliverables:
    - i. 65% project specifications, contract documents, and opinion of probable cost.
4. Subtask 004: 95% Reservoir Design
  - a. Foundation Design
  - b. Concrete and Steel Pedestal Design
  - c. Site Piping Design
  - d. Electrical Controls and Lighting Design
  - e. Site Grading Design
  - f. Painting and Coating Design
  - g. Interior Pedestal Conduit and Manway Access Design
  - h. Interior Pedestal Access and Interior Configuration Design
  - i. Overflow System Design
  - j. Internal QC
  - k. Deliverables:
    - i. 95% project specifications, contract documents, and opinion of probable cost.

5. Subtask 004: Final Reservoir Design
  - a. Foundation Design
  - b. Concrete and Steel Pedestal Design
  - c. Site Piping Design
  - d. Electrical Controls and Lighting Design
  - e. Site Grading Design
  - f. Painting and Coating Design
  - g. Interior Pedestal Conduit and Manway Access Design
  - h. Interior Pedestal Access and Interior Configuration Design
  - i. Overflow System Design
  - j. Deliverables:
    - i. Final project specifications, contract documents, and opinion of probable cost.

**D. Task 040: Agency Coordination**

1. For this task, J-U-B will:
  - a. Prepare Submittal to DOH
  - b. Address DOH Comments and Resubmit for Approval

**PART 3. Client-Provided Work and Additional Services:**

- A. CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Provide backhoe for excavation of geotechnical test pits, as needed.
  2. Provide clearance for accessing portions of Omak Airport, as needed, during design.
  3. Provide historical operating and monitoring data available.
  4. Pay for agency review fees, if required.
  5. Perform water quality sampling and pay for and conduct testing, if required.
  6. Provide copies of previous reports, plans, record drawings, etc.
  7. Negotiate and acquire all property, right-of-ways, and easements, if required.
  8. Apply for and negotiate with agencies and other applicable parties for variances that may be necessary for improvements.
  9. Provide utility location services.
  10. Provide public involvement services.
  11. Secure all funding required for the project. Track allocation of project costs among the various funding sources, prepare funding applications and status summaries for agencies, and complete reimbursement requests that are required by the funding agencies.
- B. Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
1. Record of Survey.
  2. Easement, right-of-way maps, property acquisition.
  3. Provide public involvement services.
  4. Water Reservoir Construction phase services
  5. Future Phase Design and Construction services (other water system improvements at the airport not related to the reservoir)

**PART 4. Basis of Fee and Schedule of Services:**

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
  - 1. For Lump Sum fees:
    - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
- B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Design Phase Services	Lump Sum	\$228,395	Concurrent with work progress
<b>Total:</b>			<b>\$228,395</b>	

***NOTE on Coronavirus and Schedule:** J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.*

- E. The above fees were developed from the Work Breakdown Structure (WBS) attached as Exhibit 1-B.

**SIGNATURES**

**CLIENT:**

**City of Omak**


By: Cindy Gagne

Title: Mayor

Date: \_\_\_\_\_

**ENGINEER:**

**J-U-B ENGINEERS, Inc.**

By:  \_\_\_\_\_  
Layne L. Merritt, P.E.

Title: Area Manager

Date: 9-15-2020



**Exhibit(s):**

- Exhibit 1-A: J-U-B 2020 Rate Table
- Exhibit 1-B: Work Breakdown Structure

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*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: Yes

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Water Supply/Treatment/Distribution (W03)
2. Structural (S09)






INTEROFFICE MEMORANDUM

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**TO:** MAYOR GAGNÉ  
OMAK CITY COUNCIL

**FROM:** CONNIE THOMAS, CITY CLERK 

**SUBJECT:** RESOLUTION 68-2020 – LEASE AGREEMENT WITH RICOH USA, INC.

**DATE:** OCTOBER 5, 2020

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The attached Resolution 68-2020-A **RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN EQUIPMENT LEASE AND MAINTENANCE AGREEMENT WITH RICOH USA, INC. FOR A NEW COPIER/PRINTER TO SERVE CITY HALL FUNCTIONS** is presented to you for your review and consideration.

The City of Omak has been leasing the current high capacity copier/printer/scanner for the last, five years. The current lease agreement expires in December 2020. This machine has exceeded the average life and keeping it could result in high maintenance costs.

The attached Resolution would allow the city to enter into a new five-year lease agreement with Ricoh USA, Inc. The City would receive a RICOH IMC6000 Color Multi-function copier. Ricoh USA, Inc. will provide equipment maintenance and toner as needed. The current lease terms were 60 monthly payments of \$228.46 plus tax. The new payment terms are 60 monthly payments of \$246.01 plus tax.

I approve this resolution and respectfully request adoption.

**RESOLUTION NO. 68-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OMAK APPROVING AN EQUIPMENT LEASE AND MAINTENANCE AGREEMENT WITH RICOH USA, INC. FOR A NEW COPIER/PRINTER TO SERVE CITY HALL FUNCTIONS**

**WHEREAS**, the current copier/printer/scanner has been in use at City Hall for five years and we have met the obligations of the original lease terms; and

**WHEREAS**, the current equipment has exceeded the average life and the terms of the contract; and

**WHEREAS**, the current equipment has become worn to the point that it may frequently fail, leaving the City without a serviceable high capacity copier/printer; and

**WHEREAS**, the Clerk's Office has determined that keeping the five-year old copier/printer/scanner may result in continuous and expensive maintenance; and

**WHEREAS**, the staff recommends replacement of the existing copier with a Ricoh IMC6000 Color Multi-function copier; and

**WHEREAS**, this equipment will be provided under the terms of a sixty (60) month lease with Ricoh USA, Inc. and a Maintenance Agreement for the operations of the equipment; and

**WHEREAS**, the proposed lease agreement has been reviewed by the City Attorney and determined to be acceptable.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Omak that the Lease Agreement and Maintenance Agreements attached hereto, and marked as Exhibit "A", respectively, are hereby approved and the Mayor is authorized to execute those agreements on behalf of the City.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael Howe, City Attorney

Agreement #: MMSA28636830

**U.S. COMMUNITIES**  
**EQUIPMENT SALE AND MAINTENANCE AGREEMENT**  
**(EQUIPMENT SALES, BREAK-FIX SERVICES)**

CUSTOMER INFORMATION					
Legal Name	CITY OF OMAK				
Bill To Address	PO BOX 72				
City	OMAK	State	WA	Zip Code	98841-0072

This Equipment Sale and Maintenance Agreement (“Maintenance Agreement”) sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. (“RicoH”). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the “Contract Period”), including any and all exercised renewal periods, (the “Contract”). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the “Order”), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

**1. MAINTENANCE SERVICES COVERAGE.** Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year’s Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) (“Normal Business Hours”), as follows (collectively, the “Maintenance Services”):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation



# RICOH

of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

**2. MAINTENANCE SERVICE CALLS.** Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

**3. RECONDITIONING.** Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

**4. TERM.** Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

**5. MAINTENANCE CHARGES.**



(a) Maintenance service charges (“Maintenance Charges”) will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

**6. USE OF RICOH RECOMMENDED SUPPLIES.** Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh’s then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

**7. METER READINGS.** As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

**8. CUSTOMER OBLIGATIONS.** Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide “360 degree” service access to the Equipment, subject to Customer’s usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available “on site” for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer’s location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer’s facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

**9. WARRANTY DISCLAIMER.** OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH’S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE MAINTENANCE SERVICES.

**10. SERVICE LEVELS.**

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer’s call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response



time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

**11. DATA MANAGEMENT SERVICES.** The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

**12. PURCHASES OF EQUIPMENT FOR CASH.** In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate (in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured





equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

**13. MISCELLANEOUS.** This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

**CUSTOMER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RICOH USA, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





Ricoh USA, Inc.  
300 Eagleview Blvd  
Suite 200  
Exton, PA 19341

## U.S. Communities Master Lease Agreement

Number: MLA28636830

### CUSTOMER INFORMATION

Full Legal Name CITY OF OMAK				
Address PO BOX 72				
City OMAK	State WA	Zip 98841-0072	Contact CONNIE THOMAS	Telephone Number 509-826-1170
Federal Tax ID Number 91-6001262 <i>(Do Not Insert Social Security Number)</i>	Facsimile Number		E-mail Address conniet@omakcity.com	

This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd, Suite 200, Exton, PA 19341.

- Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2022 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- Schedules; Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
- Term; Payments.**

  - The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.
  - In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable efforts to assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer may have against Servicer under the Maintenance Agreement.
  - A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).



You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions" and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. **Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity;



(f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. **Renewal; Return of Product.** UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.
15. **Miscellaneous.** It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.
16. **Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO



OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18 **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

- (a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
- (b) **Non-Appropriation/Non-Substitution.** (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
- (c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p><b>CUSTOMER</b></p> <p>By: <b>X</b> _____  <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>	<p>Accepted by: <b>RICOH USA, INC.</b></p> <p>By: <b>X</b> _____  <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>
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**ORDER AGREEMENT**

Sales Type: LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION		
<b>Customer Legal Name:</b> CITY OF OMAK		
<b>Address Line 1:</b> PO BOX 72		<b>Contact:</b> CONNIE THOMAS
<b>Address Line 2:</b>		<b>Phone:</b> 509-826-1170
<b>City:</b> OMAK		<b>E-mail:</b> conniet@omakcity.com
<b>ST/Zip:</b> WA/98841-0072	<b>County:</b> OKANOGAN	<b>Fax:</b>

**Check all that apply:**

- PO Included PO#
- PS Service (Subject to and governed by additional Terms and Conditions)
- TS PO# (if applicable)
- Sales Tax Exempt (Attach Valid Exemption Certificate)
- IT Service (Subject to and governed by additional Terms and Conditions)
- Syndication
- Fixed Rate Service Term 60 Months
- Add to Existing Service Contract #

SERVICE INFORMATION			
SERVICE BILL TO INFORMATION			
<b>Customer Legal Name:</b> CITY OF OMAK			
<b>Address Line 1:</b> PO BOX 72		<b>Contact:</b> CONNIE THOMAS	
<b>Address Line 2:</b>		<b>Phone:</b> 509-826-1170	
<b>City:</b> OMAK		<b>E-mail:</b> conniet@omakcity.com	
<b>ST/Zip:</b> WA/98841-0072	<b>County:</b> OKANOGAN	<b>Fax:</b>	
<b>Service Term (Months)</b> 60	<b>Base Billing Frequency</b> MONTHLY	<b>Overage Billing Frequency</b> MONTHLY	<b>Service Type</b> GOLD

SHIP TO INFORMATION				
Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
OMAK CITY OF	2 N ASH ST	OMAK WA/98841 OKANOGAN	CONNIE THOMAS	509-826-1170 conniet@omakcity.com

PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance MONTHLY	B/W Ovg	Total Color Allowance MONTHLY	Color Ovg	Service Base MONTHLY
RICOH IMC6000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.0061	0	0.048	\$0.00



BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN - SEG BC4	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1

ORDER TOTALS		
<b>Service Type Offerings:</b>	<b>Product Total:</b>	
<b>Gold:</b> Includes all supplies and staples. Excludes paper.	<b>BASIC CONNECTIVITY / PS / IT Services :</b>	
<b>Silver:</b> Includes all supplies. Excludes paper and staples.	<b>BuyOut After Promotions:</b>	
<b>Bronze:</b> Parts and labor only. Excludes paper, staples and supplies.	<b>Grand Total:</b>	
<b>Additional Provisions: <i>Insert ANY additional provisions here</i></b>	<b>(Excludes Tax)</b>	
Per US Communities Contract 4400003732		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date	Date

Initials





Ricoh USA, Inc.  
 300 Eagleview Blvd  
 Suite 200  
 Exton, PA 19341

## U.S. Communities Product Schedule

**Product Schedule Number:**  
**Master Lease Agreement Number: MLA28636830**

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and CITY OF OMAK, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and \_\_\_\_\_ . All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

### CUSTOMER INFORMATION

CITY OF OMAK Customer (Bill To)				CONNIE THOMAS Billing Contact Name			
2 N ASH ST Product Location Address				PO BOX 72 Billing Address (if different from location address)			
OMAK	OKANOGAN	WA	98841	OMAK	OKANOGAN	WA	98841-0072
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number 509-826-1170			Billing Contact Facsimile Number			Billing Contact E-Mail Address conniet@omakcity.com	

### PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make& Model	Street Address/City/State/Zip
1	RICOH IMC6000 CONFIGURABLE PTO MODEL	2 N ASH ST, OMAK, WA, 98841, US

### PAYMENT SCHEDULE

<b>Minimum Term</b> <i>(months)</i>  60	<b>Minimum Payment</b> <i>(Without Tax)</i>  \$246.01	<b>Minimum Payment Billing Frequency</b> <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<b>Advance Payment</b> <input type="checkbox"/> 1 <sup>st</sup> Payment <input type="checkbox"/> 1 <sup>st</sup> & Last Payment <input type="checkbox"/> Other: _____
--	--	--	--

Sales Tax Exempt:  YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached:  YES (check if yes and indicate total number of pages: )

### TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**





3. Additional Provisions (if any) are: Per US Communities Contract 4400003732

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\_\_\_\_\_  
*Initials*

**THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

<b>CUSTOMER</b>	<b>Accepted by: RICOH USA, INC.</b>
By: <b>X</b> _____ Authorized Signer Signature	By: <b>X</b> _____ Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____



# MEMORANDUM

To: Omak City Council  
Cindy Gagnè, Mayor

From: Todd McDaniel, Administrator

Date: October 5, 2020

Subject: Resolution 69-2020 Approving Amendment Joint Resolution for WRIA 49  
Plan Addendum

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The Attached Resolution 69-2020, Approving, a Joint Resolution of the Okanogan County Commissioners, the Oroville-Tonasket Irrigation District, and the City of Omak for the Submission of the WRIA 49 Addendum is forwarded for your consideration.

The City of Omak was identified in Statute as an Initiating Government to assist in the development of an amendment to the Okanogan Watershed Plan. The goal of the amendment was to identify the consumptive use of "Permit Exempt Wells" over the next 20 years and, identify projects that could mitigate those withdrawals.

This process has spanned almost two years. The Planning Unit has now completed the addendum and it is now up to the Initiating Governments to move this on to Ecology for their approval.

The WRIA 49 Basin was lucky to have projects in que to offset future consumptive use. This made it relatively easy to meet offset requirements. The Planning Unit feels strongly that the minimum water offset should be met and no more. The Planning Unit lacks control of project completion and how any excess water above our 20-year consumptive use projections would be allocated. This caused much dissent among the Planning Unit. In the end the Planning Unit has made a unanimous effort to approve the addendum and forward it onto the Initiating Governments for approval and Submission to the Department of Ecology.

Within the plan, there is a provision for adaptive management. To achieve this, some form of the Planning Unit will continue to monitor identified projects and make recommendations for the inclusion or removal of projects that could better meet the intent of the planning efforts and ensure consumptive offsets were met. This could include participation of the City of Omak.

I approve this resolution and urge it adoption

**RESOLUTION NO. 69-2020**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A JOINT RESOLUTION OF THE OKANOGAN COUNTY COMMISSIONERS, THE OROVILLE-TONASKET IRRIGATION DISTRICT, AND THE CITY OF OMAK FOR THE SUBMISSION OF THE WRIA 49 ADDENDUM**

**Whereas:** September 23, 2004, Okanogan County, Oroville-Tonasket Irrigation District and the City of Omak came together as the Initiating Governments to form the Okanogan Watershed Planning Unit (Planning Unit) as prescribed in RCW 90.82 to develop and adopt the Okanogan Watershed Plan for Water Inventory Area (WRIA) 49 pursuant to RCW, The Watershed Planning Act.

**Whereas:** RCW 90.94 authorizes the local development of watershed plan addendums for identifying certain population growth and sources of water to offset said growth demands between 2018 and 2038; and

**Whereas:** The Initiating Governments re-formed the Okanogan Watershed Planning Unit with the intent that, it be made up of a variety of stakeholders, from business, agriculture, and citizens with a variety of interests; and

**Whereas:** Okanogan Watershed Planning Unit developed, with support of technical agencies and private contractors, a watershed plan addendum that addresses all required elements of RCW 90.94.020; and

**Whereas:** it is the consensus of the Okanogan Water Shed Planning Unit to recommend the Watershed Plan Addendum to the Initiating Governments for its approval and submission to the Washington State Department of Ecology.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Omak, that the Joint Resolution of the Okanogan County Commissioners, Oroville-Tonasket Irrigation District and the City of Omak, Attached hereto as Exhibit "A", is hereby approved and the Mayor is authorized to sign and Submit the plan addendum on behalf of the City of Omak..

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**SIGNED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Connie Thomas, City Clerk

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Michael Howe, City Attorney

October 1, 2020

To: Okanogan Watershed Initiating Governments:

- Okanogan County
- City of Omak
- Oroville-Tonasket Irrigation District

From: Okanogan Watershed Planning Unit

SUBJECT: Letter of Recommendation to Adopt the Okanogan Watershed Plan Addendum per RCW 90.94.020.

To Whom It May Concern:

The Okanogan Watershed Planning Unit was re-appointed and augmented to develop an addendum related to domestic exempt water use for the Okanogan Watershed Plan (2009). This addendum identifies anticipated growth and increased domestic-exempt water demand, potential water off-set projects, watershed scale net ecological benefit projects, and evaluates said benefits which shows an overall net benefit for Water Resource Inventory Area (WRIA) 49. We hope you will give as much consideration and thoughtful insight into how you use this information and our recommendations as we did into the development of the plan.

Planning Unit members whose names are listed below did by voice vote at their October 1, 2020 meeting hereby agree to support this plan addendum. Members recognize and agree that each member may or may not support individual elements, decisions, or recommendations of the plan, the members below support the addendum as presented. The Planning Unit Members will continue to work with Okanogan County to work to ensure that remaining disagreements are resolved through the included adaptive management process. In addition, Okanogan County will continue to acknowledge that the Planning Unit is an ongoing entity, that will be consulted in development and implementation of comprehensive planning for water resource management in the basin.

Planning Unit members further wish to explicitly encourage the Initiating Governments to support to the extent possibly the implementation of this plan in an adaptive method to ensure water resources are protected for local domestic, agricultural, industrial, and aesthetic uses as the highest priority.

We hereby declare our support for this addendum as it is seen and adopted by the representatives who comprise the Okanogan Watershed Planning Unit on October 1, 2020. The plan we support has the October 1, 2020 date printed on each page of the plan (except appendices) so you may know that this is the supported version.

Should any section of the document be updated in the future it should bear the date it is approved and a letter similar to this signed by representatives of groups who approved said changes shall be found immediately following this letter at the beginning of the plan.

<b>Name</b>	<b>Organization</b>
Chris Branch	Okanogan County
Jay O'Brien	Oroville-Tonasket Irrigation District
Todd McDaniel	City of Omak
Chris Johnson	City of Okanogan
Christa (Teagan) Levine	City of Tonasket
Scott Vejraska	Okanogan County PUD #1
Jim Soriano	Central Water Right Holder
Rod Haeberle	South Water Right Holder
Rob Inlow	Whitestone Reclamation District
Jerry Barnes	Okanogan County Cattlemen's Association
Dick Lorz	Okanogan County Horticulture Association
Dick Ewing	Okanogan County Farm Bureau
Roni Holder-Diefenbach	Economic Alliance
Jennifer Weddle	Okanogan Highlands Alliance
Trinity Stucker	Landowner at-large – North
Bob McDaniel	Private Timber Management

# EXHIBIT A

## Joint Resolution

Between

**Okanogan County Commissioners'  
Resolution No. 130-2020**

and

**City of Omak  
Resolution No. 69-2020**

and

**Oroville-Tonasket Irrigation District  
Resolution No. 2020-03**

*A joint resolution of the Initiating Governments* approving the Okanogan River Watershed Plan (WRIA 49) as modified by Addendum and recommending the addendum be forwarded to Washington State Department of Ecology for approval.

**Whereas:** September 23, 2004, Okanogan County, Oroville-Tonasket Irrigation District and the City of Omak came together as the Initiating Governments to form the Okanogan Watershed Planning Unit (Planning Unit) as prescribed in RCW 90.82 to develop and adopt the **Okanogan Watershed Plan for Water Resource Inventory Area (WRIA) 49 pursuant to RCW, The Watershed Planning Act.**

**Whereas:** As the lead agency, Okanogan County, by action of the Board of Okanogan County Commissioners on April 10, 2010 adopted the Okanogan Watershed Plan as proposed by the Initiating Governments and Planning Unit; and

**Whereas:** RCW 90.94 authorizes the local development of watershed plan addendums for identifying certain population growth and sources of water to offset said growth demands between 2018 and 2038, and

**Whereas:** The Initiating Governments re-formed the Okanogan Watershed Planning Unit with the intent that it be made up of a variety of stakeholders, from business, agriculture and citizens with a variety of interests, and

**Whereas:** Okanogan Watershed Planning Unit developed, with support of technical agencies and private contractors, a watershed plan addendum that addresses all required elements of RCW 90.94.020, and

**Whereas:** RCW 36.70, Planning and Enabling Act gives authority to the Planning Commission to conduct public hearings and make recommendations to the Board of County Commissioners, and

**Whereas:** A public hearing was conducted on September 28, 2020 before the Okanogan County Planning Commission where staff provided information and any member of the public had opportunity to give public testimony for the official record, and

**Whereas:** The Okanogan County Planning Commission heard public testimony and considered all material that was entered into the public record and took into consideration all comments when making their decision, and

**Whereas:** The Okanogan County Planning Commission adopted the Finding of Fact (Attachment A) and Conclusions of Law (Attachment B) of resolution 2020-01 on September 28, 2020, which formally transmitted the recommendation of approval to the Board of County Commissioners, and

**Whereas:** it is hereby acknowledged that approval of the watershed plan under 90.82 is not included in the scope of the Planning Enabling Act; however, consideration by the Okanogan County Planning Commission is considered a formality, a courtesy and informative process for consideration in updates to the Comprehensive Plan.

**Whereas:** Okanogan Watershed Planning Unit voted to recommend plan approval by the Initiating Governments on October 1, 2020, and

**Whereas:** The Planning Unit members will continue to work with Okanogan County through the adaptive management process on remaining disagreements. Planning unit members wish to encourage the Initiating governments to support the implementation of this plan in an adaptive method to ensure water resources are protected for local domestic, agricultural, industrial, and aesthetic uses as the highest priority. The planning unit has signed a letter supporting the addendum in Attachment C.

**NOW, THEREFORE, THE INITIATING GOVERNMENTS OF WRIA 49 DO HEREBY JOINTLY RESOLVE AS FOLLOWS:**

- 1) The Okanogan County Board of County Commissioners approves the Okanogan River Watershed Plan as modified by Addendum (WRIA 49), recommends said addendum be submitted to Washington State Department of Ecology for approval and authorizes the Chair to sign this resolution, and
- 2) The Okanogan County Board of County Commissioners hereby expresses intent and commitment to formalize establishment of the WRIA 49 Watershed Planning Unit as a long-term advisory group made up of a broad representation of stakeholders including interested members as presently exists that to track implementation of the WRIA 49 Watershed Plan and makes recommendations to the BOCC on future watershed management issues within WRIA 49; and
- 3) The Omak City Council approves the Okanogan River Watershed Plan as modified by Addendum (WRIA 49), recommends said addendum be submitted to Washington State Department of Ecology for approval, and authorizes the Mayor to sign this resolution, and



4) The Oroville-Tonasket Irrigation District approves the Okanogan River Watershed Plan as modified by Addendum (WRIA 49), recommends said addendum be submitted to Washington State Department of Ecology for approval, and authorizes the Chair to sign this resolution.

Dated in Okanogan, Washington this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON**

**ATTEST:**

\_\_\_\_\_  
Jim DeTro, Chairman

\_\_\_\_\_  
Laleña Johns, CMC  
Clerk of the Board

\_\_\_\_\_  
Chris Branch, Member

\_\_\_\_\_  
Andy Hover, Member

**City of Omak**

Dated at Omak, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Cindy Gagne, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**Oroville-Tonasket Irrigation District**

Dated at Oroville, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Chair

**ATTEST:**

\_\_\_\_\_  
Secretary

## Attachment A

### NOTICE OF FINDINGS OF FACT

#### ADOPTION OF THE OKANOGAN WATERSHED PLAN ADDENDUM (WRIA 49)

The Okanogan Regional Planning Commission held a public hearing on Monday, September 28, 2020 at 7:00 p.m. in the Commissioners' Hearing Room in the Okanogan County Administration Building located at 123 5th Avenue North, Okanogan, Washington.

During the meeting, consideration was given to recommend to the Board of Okanogan County Commissioners to adopt the Okanogan Watershed Plan Addendum (WRIA 49).

The proposal lies within WRIA 49 of Okanogan County. Contact Okanogan County Planning for specific project information.

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The following are **findings of fact**, supports the Okanogan County Planning Commission's recommendation to adopt the Okanogan River Basin Watershed Plan (WRIA 49).

1. RCW 90.94 authorizes the local development of watershed plan addendums for identifying certain population growth and sources of water to offset said growth demands between 2018 and 2038.
2. The Initiating Governments, Okanogan County, Oroville-Tonasket Irrigation District and the City of Omak, came together and re-formed the Okanogan Watershed Planning Unit comprised of a variety of stakeholders, from business, agriculture and citizens with a variety of interest.
3. Okanogan Watershed Planning Unit developed with support of technical agencies and private contractors, a watershed plan addendum that addresses all required elements of RCW 90.94.020.
4. The Planning Unit began meeting once per month in October 2018 and adopted their own operating procedures.
5. The Planning Department submitted a SEPA checklist for the adoption of this Plan Addendum for WRIA 49 and a Threshold of Non-Significance was issued on September 1, 2020 by the Responsible SEPA Official.
6. The SEPA and DNS were published in the Omak Okanogan County Chronicle (Okanogan County's periodical of record) on September 16, 2020 initiating a comment period which ended on September 28, 2020.
7. On September 28, 2020 the Okanogan County Regional Planning Commission conducted a public hearing, considered written comments, and heard verbal testimony for the proposed WRIA 49 Plan Addendum.
8. Okanogan Watershed Planning Unit voted to recommend plan adoption by the Initiating Governments on October 1, 2020.

## **Attachment B**

### **NOTICE OF CONCLUSIONS OF LAW**

The following are **conclusions of law**, that support the Okanogan County Planning Commission's recommendation to adopt Okanogan River Basin Watershed Plan (WRIA 49) the drawn from the findings of fact

1. Okanogan County as an Initiating Government chose to join in the development of a watershed plan addendum authorized under RCW 90.94.
2. Okanogan Watershed Planning Unit developed a watershed plan addendum that was consistent with RCW 90.94.
3. Under RCW 90.94 Okanogan Watershed Planning Unit approved their watershed plan addendum and sent it to the Initiating Governments for their adoption.
4. Okanogan County Regional Planning Commission heard public testimony and agreed to recommend to the Okanogan County Board of County Commissioners to adopt the Okanogan River Basin Watershed Plan Addendum (WRIA 49) by Resolution 2020-01.

**Attachment C**

**Okanogan Watershed Planning Unit Letter of Recommendation to Adopt the Okanogan  
Watershed Plan Addendum per RCW 90.94.020.**

## Memorandum

**To:** Cindy Gagne, Mayor / Omak City Council  
**From:** Tyler Wells, Building Official / Permit Administrator  
**Date:** October 1, 2020  
**Subject:** Building Department Report

- Attended Planning Commission meeting on September 1<sup>st</sup>.
- Permit issued for stage 1 of new mini-storage facility at 83 Copple Rd. Reference CUP-1-2020.
- Several business & field inspections.
- Planning Commission Public Hearing scheduled for October 6<sup>th</sup>. Proposed zoning/sub-division code amendments.
- Working with Washington State Department of Health Construction Review Services on newly proposed birthing center at 435 Maple St.
- Attended a short course on local planning put on by Washington State Department of Commerce.
- Working with customers and engineer for proposed Youth Center at 23 south Ash St.
- Meadow Point development is working hard to get everything together so they can begin construction this year.
- Certificate of Occupancy issued for single family dwelling at 22 South Birch.
- Certificate of Occupancy issued for new manufactured home at 113 South Birch.
- 8 permits issued in September 2020.
- \$5,767.44 collected in permit fees in September 2020.