
AGENDA – CORRECTED 7.2.21
OMAK CITY COUNCIL MEETING
Hybrid Meeting with Zoom
Tuesday, July 6, 2021 – 7:00 PM

A. CALL TO ORDER

B. CITIZEN COMMENTS

C. CORRESPONDENCE AND MAYOR'S REPORT

1. Mayor's Executive Order – Fireworks Prohibited

D. CONSENT AGENDA:

1. Approval of minutes from June 21, 2021
2. Approval of Claims & June 2021 Payroll



E. NEW BUSINESS:

1. Res. 31-2021 - Approving Purchase-Lawn Sweeper- Turf Star
2. Res. 32-2021 - Approve Inter-governmental Agreement- League of Oregon Cities
3. Res. 33-2021 - Approve Purchase-Taser & Body-Cam- Axon Enterprise, Inc
4. Res. 34-2021- Approve Status Change- Police Part-time Clerk



G. OTHER BUSINESS:

1. Council Committee Reports
2. Staff Reports

Action by City Council

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).

The City of Omak is inviting you to a scheduled Zoom meeting
July 6th, 2021 @ 7:00pm

Join Zoom Meeting

<https://uso2web.zoom.us/j/89667064907?pwd=UVlhTjVSUzVvWVRTQytpaGsrSoIzZzo9>

Meeting ID: 896 6706 4907

Passcode: 873464

One tap mobile

+12532158782,,89667064907#,,,,*873464# US (Tacoma)

+16699006833,,89667064907#,,,,*873464# US (San Jose)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 896 6706 4907

Passcode: 873464

Find your local number: <https://uso2web.zoom.us/j/89667064907?pwd=UVlhTjVSUzVvWVRTQytpaGsrSoIzZzo9>



WASHINGTON STATE

heart of the okanogan

2 North Ash • P.O. Box 72
Omak, WA 98841
(509) 826-1170
Fax: (509) 826-6531
www.omakcity.com

Hearing Impaired - call WA Relay Services 7-1-1

CITY OF OMAK

MAYOR'S EXECUTIVE ORDER

Whereas, the Pacific Northwest is experiencing record high temperatures and prolonged heat and these conditions are anticipated to continue; and

Whereas, the threat of fire is at a level of extreme danger from the prolonged heat wave; and

Whereas, the State of Washington and other states in the western United States have experienced increasing intensity, frequency and area destruction, including devastating urban wildfires from wildland fires over the past four years; and

Whereas Okanogan County has enacted a burn ban for the entirety of unincorporated Okanogan County due to the danger of wildfires; and

Whereas, the Mayor of the City of Omak finds that the use of fireworks during and immediately following a record heat wave and record dry conditions, ripe for fire, constitutes a dangerous threat to the health and safety of the public; and

Whereas, RCW 70.77.250(4) does not impact the authority of local government to adopt emergency bans on fireworks in response to extreme heat, drought, or other circumstances that make the discharge of fireworks unreasonably dangerous,

Now, therefore,


THE MAYOR OF THE CITY OF OMAK, WASHINGTON, BY THE POWER VESTED IN HER BY THE CONSTITUTION AND STATUTES OF THE STATE OF WASHINGTON, INCLUDING EMERGENCY MANAGEMENT POWERS CONFERRED BY CHAPTER 38.52 RCW, DOES HEREBY, EFFECTIVE IMMEDIATELY, ORDER AND DIRECT:

Section 1. Declaration of Emergency. The extreme threat of wildland and other fire danger resulting from the prolonged heat wave constitutes an "emergency or disaster" as defined in RCW 38.52.010(9)(a) and an "emergency" as defined in RCW 38.52.010(9)(b).

Section 2. Sale and discharge of Fireworks in the City of Omak Prohibited. In order to best prevent and address potential emergencies and disasters resulting from the current extreme threat of wildland fire, all sales and/or discharge of fireworks within the City of Omak shall be prohibited from the date of this proclamation through October 31, 2021.

Section 3. Illegal Fireworks and Fines. All fireworks, even if legally purchased at approved fireworks stands or on tribal reservations are illegal under this Emergency Proclamation. Discharge of the fireworks shall result in penalties as set forth in Chapter 1.16 of the Omak Municipal Code.

DATED this 24 day of July, 2021.



Cindy Gagne, Mayor
City of Omak, Washington

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Ken Mears
Public Works Director

Date: July 6th, 2021

Subject: **Resolution No. 31-2021** Approving the Purchase of a Lawn Sweeper.

The attached Resolution: **31-2021, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF A LAWN SWEEPER THROUGH THE WASHINGTON STATE PURCHASING COOPERATIVE,** is forwarded for your consideration.

The requested replacement for the 2006 Versa-Vac Lawn Sweeper #373 with a new one through the state procurement cooperative. This Purchase will be made through Turf Star Western, a bona fide state vendor, if approved.

The Purchase is for \$29,028.65 and funded in the 2021 Budget.

I support this Resolution and recommend its approval.

RESOLUTION NO. 31-2021

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF
A LAWN SWEEPER THROUGH THE WASHINGTON STATE PURCHASING
COOPERATIVE.**

WHEREAS, the City's 2021 Budget provides for an Equipment Rental capital outlay expenditure for the purchase of a lawn sweeper for use in the public works department; and

WHEREAS, the equipment selection was based on considerations of department specification, performance, serviceability, uniformity, and cost as determined by the Public Works Director; and

WHEREAS, the equipment is available through the State Purchasing Cooperative from Turf Star Western, a bona fide State Purchasing vendor, for \$29,028.65; and

WHEREAS, the Purchasing Policy and Procedures Manual provide for purchasing this equipment through an approved purchasing cooperative alternative to the competitive process.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the purchase of a lawn sweeper, a copy of the quote attached hereto as Exhibit "A" is hereby approved. The Mayor is authorized and directed to execute all necessary contract documents.

DATED this _____ day of _____, 2021.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney



Date: May 10, 2021

Quotation for City Of Omak

Quote No:8065307-00

Prepared For: Chad Cleveland	Quote No: 8065307-00
City Of Omak	iQuote No: 75569
PO Box 72	Sales Person: Ashley Burke
220 Columbia	ashley.burke@turfstar.com
Omak, WA 98841	206-501-7252

WA STATE CONTRACT

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Versa Vac	1	\$26,779.20	\$26,779.20	\$2,249.45	\$29,028.65
Totals:			\$26,779.20	\$2,249.45	\$29,028.65



Date: May 10, 2021

Quotation for City Of Omak

Quote No:8065307-00

Configuration Product Details
010-Versa Vac

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
07053	Versa Vac	1	\$26,779.20	\$26,779.20	\$2,249.45	\$29,028.65
07081	Rubber Finger Deck	1	\$0.00	\$0.00	\$0.00	\$0.00
07080	Hand Held Hose	1	\$0.00	\$0.00	\$0.00	\$0.00
Totals:						\$29,028.65



Date: May 10, 2021

Quotation for City Of Omak

Quote No:8065307-00

Standard Terms and Conditions

Prices, including all finance options, are valid for 30 days from date of quotation. Open Account Terms are N30, subject to credit approval. Used and demo equipment is in high demand and availability is subject to change. Delivery is FOB Destination, unless otherwise stated

Office Locations

Northern California:

5646 W Barstow Ave Ste 104
Fresno, CA 93722
Fax: (559) 277-7123

2438 Radley Court
Hayward, CA 94545
Fax: (510) 785-3576

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742
Fax: (800) 241-1997

Southern California:

79-253 Country Club Drive
Bermuda Dunes, CA 92203
Fax: (760) 345-4297

955 Beacon Street
Brea, CA 92821
Fax: (800) 775-8873

2110 La Mirada Ste 100
Vista, CA 92083
Fax: (760) 734-4285

Pacific Northwest:

11175 SW Elligsen Way
Sherwood, OR 97140
Ph: (503) 691-0250

5869 South 194th
Kent, WA 98032
Fax: (253) 872-6942

2824 East Garland
Spokane, WA 99207
Fax: (509) 483-7563



WARNING:

Cancer and Reproductive Harm-<http://www.P65Warnings.ca.gov>

For more information, please visit <http://www.ticoCAProp65.com>

CALIFORNIA SPARK ARRESTER WARNING

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation. A spark arrestor may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.

The TORO logo is displayed in white, bold, sans-serif capital letters inside a red rounded square.

Versa Vac[®]

SWEEPER/VACUUM

FEATURES

- 6.5 cu. yd. (5 cu. m) capacity
- Two quick-change deck options
- Self-contained hydraulic controls

One versatile vacuum.

The Versa-Vac, the largest Toro turf sweeper, has an impressive 6.5 cu. yd. (5 cu. m) capacity. Factor in the leaf-shredding action of the impeller fan and you'll hardly ever have to stop to unload. The cargo door and dump operate hydraulically with controls that sit directly behind the tractor seat for easy access. The hydraulics, sweeping decks and impeller fan are all powered by a 540 PTO drive with enough muscle to sweep up any debris.





Versa-Vac™

The Toro® Versa-Vac tackles debris management challenges to meet your collection needs.



VERS-VAC, MODEL 07053*	
POWER SUPPLY	Power source: 35 PTO hp and larger turf tractor with 540 PTO output shaft, double CV drive line, drive ratio to Impeller: .486 : 1, drive ratio to pump input shaft from impeller shaft: .389 : 1.
FAN IMPELLER	32" (81.3 cm) diameter impeller, 8 blades reinforced .25" (6.4 mm) steel, 9.375" (23.8 cm) wide (radial design) welded to a 27" (68.3 cm) diameter base plate.
DRIVE	Belt drive from input shaft to impeller shaft (4-5VX), belt drive from impeller shaft to pump input shaft (2-5VX).
MAIN FRAME	One-piece welded frame of .25" (6.4 cm), 7 and 10-gauge formed steel.
WHEELS AND TIRES	Turf tire, size 24 x 13.00-nhs 4-ply. Stamped and welded steel wheels rated up to 1,800 lbs. (817 kg).
HOPPER	Volume 6.5 cubic yard (5 cu. m), self-cleaning tapered box, dump hopper is operated hydraulically by one control, with self opening and closing door, dump hopper hydraulically lifted with a 3 x 18 hydraulic cylinder, vented roof sections with dust hoods to direct dust away from operator.
DIMENSIONS	Width: 78" (198 cm), Height: 83" (211 cm), Length: 15'5" (4.7 m), Weight: 2,300 lbs. (1,044 kg)
OPTION	20' (6.1 m) handheld hose.
WARRANTY	Two-year limited.
COMBINATION DECK, MODEL 07082	
FLAIL ROTOR	72 hardened, straight steel flails with adjustable spacing.
FINGER ROTOR	Four rows of 6" (15 cm) long fingers with 22 fingers per row.
OPERATING WIDTH	72" (183 cm)
CASTER WHEELS	4-adjustable pneumatic caster wheels with full width anti-scalp roller, adjustable in .5" (12.7 mm) increments.
WEIGHT	700 lbs. (318 kg)
RUBBER FINGER DECK, MODEL 07081	
ROTOR	Four rows of 6" (15 cm) long fingers with 22 finger per row.
OPERATING WIDTH	72" (183 cm)
CASTER WHEELS	4-adjustable pneumatic caster wheels, adjustable in .5" (12.7 mm) increments.
WEIGHT	280 lbs. (127 kg)

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.



MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: July 6, 2021

Subject: **Resolution No. 32-2021** Approving an Intergovernmental cooperative purchasing agreement League of Oregon Cities

The attached Resolution **32-2021, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING an Intergovernmental Agreement Between the City of Omak and the League of Oregon Cities,** is forwarded for your consideration.

The Washington State Revised Code and the Oregon Revised Statutes emphasize the use of Intergovernmental agreements to aid the efficiencies of local governments.

This agreement with League to Oregon Cities allows us to piggyback on their Purchasing Contracts that have been let by NPPGOV on their behalf.

I support this Resolution and recommend its approval.

RESOLUTION NO. 32-2021

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT BETWEEN
THE CITY OF OMAK AND THE LEAGUE OF OREGON CITIES**

WHEREAS, Chapter 39.34 RCW permits local governments to enter into cooperatives with other localities for mutual advantage; and

WHEREAS, Oregon Revised Statutes 190.10 permits local governments to enter into joint cooperative purchases; and

WHEREAS, NPPGOV provides a cooperative purchasing program for the League of Oregon Cities an intergovernmental entity of the State of Oregon; and.

WHEREAS, this is no cost agreement that will be automatically renewed annually until terminated by either party.

THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the Intergovernmental Cooperative Purchasing Agreement, attached hereto as "Attachment A" between the CITY OF OMAK, a municipal corporation, and the League of Oregon Cities, is hereby approved.

The mayor is hereby authorized and directed to execute the same for and on behalf of the City.

INTRODUCED and passed this _____ day of _____, 2021.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael Howe, City Attorney

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

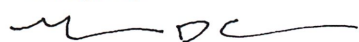
THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

BY: _____
38C546F8869143E...

Date: 3/26/2020

ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the City of Omak , that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of the City of Omak and is duly authorized to sign this Participating Agency Endorsement and Authorization.

Date: July 6, 2021

BY: Cindy Gagné
ITS: Mayor, City of Omak

Participating Agency Contact Information:

Contact Person: Todd McDaniel
Address: City of Omak
P.O. Box 72
Omak WA 98841
Telephone No.: 509.826.1170
Email: admin@omakcity.com



Omak Police Department

8 N. Ash, P.O. Box 569, Omak, WA 98841 • (509) 826-0383 • FAX 826-0116

DANIEL J. CHRISTENSEN
Chief of Police

Memorandum

Date: July 6th, 2021

To: Omak City Council, Omak Mayor Gagné

From: Chief Daniel Christensen

Subject: Resolution Number 33-2021

I am requesting support and approval for the acquisition of a Taser7 and Axon Body camera package supported as the Core Plus package. This package includes 12 Tasers and 12 Body cameras along with training, and software support to manage video images and evidence. This package also includes a coupon for an instructor certification. The Core Plus includes an inventory of cartridges, and training cartridges that are maintained at a supply level agreed upon in the Core Plus program, which has a 5-year program maintenance package.

These tools will improve accountability of our department to the public and have shown an increase in conviction rates, a decrease in citizen complaints, and a decrease in officer misconduct. All of which aid in the transparency and accountability your police department has to our public. This package also supports legislative bills coming into effect in 2021 to include House Bill 1223 Recordation of custodial interrogations, HB 1310 Police Use of Force, HB 1054 Tactics and several other bills that are influenced by the availability of electronic video documentation such as HB5259 Use of Force data collection, SB 5066 Duty to Intervene and SB 5051 Decertification. Each of these bills have influence on establishing an industry standard of Body Camera use by the police.

The upgrade to the Taser7 is much needed as the Police Department currently does not have enough Electronic Control Weapons to deploy to all officers and currently has no support for the existing models. This also supports directly HB1310 in which officer should be provided less than lethal tools.

In summary I want to thank you for your consideration for this much needed Axon Core Plus package.

RESOLUTION NO. 33-2021

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PURCHASE AGREEMENT WITH AXON ENTERPRISE, INC, FOR PURCHASE OF TASERS, BODY CAMERAS AND SUPPORT

WHEREAS, the Police Chief has determined the need to replace obsolete taser equipment, and

WHEREAS, Washington State House Bill (HB) 1223 requires Law Enforcement officers to use electronic audio and video recording equipment during Custodial Interrogation, and

WHEREAS, the Police Chief has determined the use of body cameras and their supporting software can facilitate the requirements of HB 1223, and

WHEREAS, the Department has evaluated different brands of equipment for operation, price, and serviceability; and

WHEREAS, Taser 7 Core Plus Bundle, produced by Axon Enterprise, Inc was selected to provide equipment needs, and

WHEREAS, The League of Oregon Cities operates a cooperative purchasing program through NNPGOV, a nationwide cooperative public procurement organization, and

WHEREAS, the City of Omak entered into cooperative agreement with the League of Oregon Cities by resolution 32-2021, and

WHEREAS, the Revised Code of Washington, Chapter 39.34 encourages the use of cooperative agreements to increase the efficiencies of local governments.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the purchase Agreement with Axon Enterprise Inc, attached hereto as Exhibit "A", for the purchase of Tasers, Body Cameras and Support, is hereby approved, and the mayor is authorized to effect all necessary action for the purchase of this equipment.

DATED this _____ day of _____, 2021.

APPROVED:

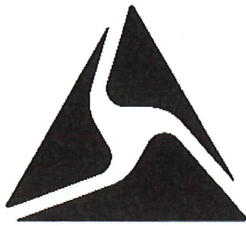
Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-302587-44358.747KH

Issued: 06/11/2021

Quote Expiration: 06/30/2021

Account Number: 119132

Payment Terms: Net 30
 Delivery Method: Fedex - Ground

SHIP TO

Dan Christensen
 Omak Police Dept. - WA
 104 S Main 569
 Omak, WA 98841
 US

BILL TO

Omak Police Dept. - WA
 P. O. Box 569
 Omak, WA 98841
 US

SALES REPRESENTATIVE

Kyle Hunt
 Phone: (480) 930-4484
 Email: huntk@axon.com
 Fax: (480) 930-4484

PRIMARY CONTACT

Dan Christensen
 Phone: (509) 826-0383
 Email: chief.christensen@omakpd.com

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	12	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	12	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	36	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	12	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	12	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	60	12	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	12	0.00	0.00	0.00
Hardware						
75015	SIGNAL SIDEARM KIT		12	0.00	0.00	0.00
70112	AXON SIGNAL UNIT		3	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER		12	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		12	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		12	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		36	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		36	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
73202	AXON BODY 3 - NA10		12	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		24	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		2	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		12	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		12	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		24	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		24	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		24	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		24	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		14	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		14	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		12	0.00	0.00	0.00
71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK		13	0.00	0.00	0.00
Other						
20320	AXON CORE + PLAN WITH T7 CERT HEADER		12	0.00	0.00	0.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	12	1,908.00	1,908.00	22,896.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	60	12	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	2	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		2	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
Services						
80129	SIGNAL OR ROUTER ONLY INSTALLATION (PER VEHICLE)		1	0.00	0.00	0.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
85144	AXON STARTER		1	2,750.00	0.00	0.00
					Subtotal	22,896.00
					Estimated Shipping	0.00
					Estimated Tax	1,923.26
					Total	24,819.26

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		24	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		24	0.00	0.00	0.00

Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	12	1,908.00	1,908.00	22,896.00
					Subtotal	22,896.00
					Estimated Tax	1,923.26
					Total	24,819.26

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		24	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		24	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		24	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		24	0.00	0.00	0.00
Other						
73309	AXON CAMERA REFRESH ONE		12	0.00	0.00	0.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	12	1,908.00	1,908.00	22,896.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		2	0.00	0.00	0.00
					Subtotal	22,896.00
					Estimated Tax	1,923.26
					Total	24,819.26

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		24	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		24	0.00	0.00	0.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	12	1,908.00	1,908.00	22,896.00
					Subtotal	22,896.00
					Estimated Tax	1,923.26
					Total	24,819.26

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		24	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		24	0.00	0.00	0.00
Other						
73310	AXON CAMERA REFRESH TWO		12	0.00	0.00	0.00
20321	AXON CORE + PLAN WITH T7 CERT PAYMENT	12	12	1,908.00	1,908.00	22,896.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		2	0.00	0.00	0.00
					Subtotal	22,896.00
					Estimated Tax	1,923.26
					Total	24,819.26

Grand Total 124,096.30

Discounts (USD)

Quote Expiration: 06/30/2021

List Amount	117,230.00
Discounts	2,750.00
Total	114,480.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	24,819.26
Year 2	24,819.26
Year 3	24,819.26
Year 4	24,819.26
Year 5	24,819.26
Grand Total	124,096.30

Notes

League of Oregon Cities contract #PS20270 used for pricing and purchasing justification.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Kyle Hunt at huntk@axon.com or fax to (480) 930-4484

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

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Review 1

Review 2

Comments:



Omak Police Department

8 N. Ash, P.O. Box 569, Omak, WA 98841 • (509) 826-0383 • FAX 826-0116

DANIEL J. CHRISTENSEN
Chief of Police

Memorandum

Date: July 6th, 2021

To: Omak City Council, Omak Mayor Gagné

From: Chief Daniel Christensen

Subject: Resolution Number 34-2021

I am requesting support and approval for the classification change of the part-time records clerk to full-time. The Omak Police Department currently lacks capability and capacity to effectively manage police records, evidence, training, and department accountability.

With the increased expectation of service and accountability of the public and with the litany of new law changes being effectuated on the management of the police department. It is vital to create increased capacity, efficiency, retention and recruitment ability for this position. We have fallen behind on several metrics of accountability for our police department. This position improvement will allow the Chief of Police to better track, organize, and support police operations.

In summary I want to thank you for your consideration for this much needed improvement in police operations.

RESOLUTION NO. 34-2021

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A CLASSIFICATION CHANGE FOR THE PART-TIME POLICE CLERK POSITION TO FULL TIME STATUS

WHEREAS, the Chief of Police has determined the need to enhance department efficiency, and

WHEREAS, Police Department operations have been limited in capability and capacity, and

WHEREAS, the Chief of Police has determined the part-time clerk position should be moved to a full time office staff position, and

WHEREAS, the full time position is classified by the City of Omak 2021 salary schedule, and

WHEREAS, This position classification change will result in greater accountability, tracking, support and record keeping of the Omak Police Department, and

WHEREAS, The Clerk position will allow for improve retention.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, approving a classification change for the Part-Time Police Clerk Position to full-time status.

DATED this _____ day of _____, 2021.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney