
AGENDA
OMAK CITY COUNCIL MEETING
Monday, December 18, 2023 – 7:00 PM

A. CALL TO ORDER

B. CITIZEN COMMENTS

C. CORRESPONDENCE AND MAYOR'S REPORT

1. Employee Service Award Presentations

D. CONSENT AGENDA

1. Approval of Minutes from December 4, 2023 & December 11, 2023
2. Approval of 2023 Claims and November '23 Manual Checks

E. NEW BUSINESS

1. Res. 91-2023 – Recognizing the 2022-2023 Emergency Snow Event ☒
2. Res. 92-2023 – Approve Agreement with WA State Patrol – Fire Mobilization ☒
3. Res. 93-2023 – Approve 2024 Fuel Agreement with Whitley Fuel ☒
4. Res. 95-2023 – Approve Agreement with Flock Safety ☒
5. Res. 96-2023 – Approve Consulting Agreement with Northwest Solutions ☒

F. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports

Adjourn to the Annual Holiday Social



Action by City Council

Our Council Meetings are conducted in person in addition to Zoom Meetings. Meeting information is located on our website at omakcity.com. If you need support or accommodations, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail clerk@omakcity.com for assistance.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: December 18, 2023

Subject: Resolution 91-2023 2022-2023 Snow Event

The attached Resolution No. 91-2023 Recognizing the 2022-2023 Emergency Snow Event, is forwarded for your consideration.

This resolution recognizes last year's snow event. During the event, our insurance representative was on site and recognized the lack of city resources to protect public infrastructure. The insurance agent secured additional resources to mitigate the snow loads on various public buildings and repair failed infrastructure. The costs of this work was claimed and paid with funds from our insurance carrier.

These projects have taken many months to unravel. Initially it was thought that the insurance company would pay for the emergency services directly, but in the end the funds passed through the city for payment to the contractor.

Typically, an emergency declaration is made at the time of the emergency to allow for additional expenditure and special purchasing needs. This was overlooked due to the fact our insurance agent intended to secure and pay for the needed services.

I support this Resolution and Urge its Adoption.

RESOLUTION NO. 91-2023

**A RESOLUTION OF THE CITY COUNCIL OF OMAK,
RECOGNIZING THE 2022-2023 EMERGENCY SNOW EVENT**

WHEREAS, North Central Washington experienced a record breaking snowfall that began in November of 2022 and extended through February of 2023; and

WHEREAS, the impact of the snow event required unusual allocation of city resources to mitigate and repair damage to public infrastructure; and

WHEREAS, the city's insurance agent assisted with the acquisition and payments of services required to protect and rebuild city infrastructure damaged or compromised during this event; and

WHEREAS, Ordinance 1926 includes estimated expenditures and insurance recovery revenues associated with the costs of mitigation and repair of facilities affected by the 2022-2023 snow year.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Omak, Washington, hereby recognize the 2022-2023 Emergency Snow Event.

PASSED AND APPROVED this _____ day of _____, 2023.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

MEMORANDUM

TO: Mayor Gagne
Omak City Council

From: Jeremy Patrick, Fire Chief

Subject: Resolution 92-2023 Approving Fire Mobilization Interagency Agreement with the Washington State Patrol and Omak Fire Department

Date: December 18, 2023

Attached Resolution 92-2023 Approving Fire Mobilization Interagency Agreement With the Washington State Patrol and Omak Fire Department.

The Washington State Patrol is the Agency that has authority to implement the Washington State Fire Services Resource Mobilization. This interagency Agreement provides the legal agreement that will provide for reimbursement of costs in the event Omak Fire Department is utilized on a State Mobilization Incident.

I respectfully request its approval.

RESOLUTION NO. 92-2023

**INTERAGENCY AGREEMENT BETWEEN
WASHINGTON STATE PATROL
AND THE CITY OF OMAK FOR
REIMBURSABLE COSTS IN THE EVENT OF A
STATE FIRE SERVICE MOBILIZATION**

WHEREAS, the City Council of the City of Omak, Washington passed Resolution No. 06-2019 on January 7, 2019, approving an Interagency Agreement between the City and Washington State Patrol for reimbursable costs in the event of the declaration of a **Washington State Fire Services Resource Mobilization Plan**; and

WHEREAS, the period of performance for that Agreement was January 1, 2019 through December 31, 2023; and

WHEREAS, the Washington State Patrol has provided another agreement with the period of performance beginning January 1, 2024, and ending January 1, 2029.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL FOR THE CITY OF OMAK does hereby approve the Interagency Agreement with the Washington State Patrol for the City's inclusion in the **Washington State Fire Services Resource Mobilization Plan**, a copy of which is attached as Exhibit "A". The Mayor is hereby authorized and directed to execute the same for and on behalf of the City and the City Clerk is authorized and directed to attest her signature.

INTRODUCED and passed this 18th day of December, 2023.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

FIRE MOBILIZATION INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
WASHINGTON STATE PATROL
AND
OMAK FIRE DEPARTMENT

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and **Omak Fire Department**, a statutorily authorized fire agency within the State of Washington, hereinafter referred to as "Fire Agency."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference and can be found at: <https://www.wsp.wa.gov/all-risk-mobilization/>

Therefore, it is mutually agreed that:

- 1. Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the Fire Agency responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
- 2. Period of Performance.** The period of performance of this Agreement begins on 1/01/2024 and ends on 1/01/2029 unless terminated sooner as provided herein.
- 3. Billing Procedures.** WSP shall reimburse the Fire Agency upon the receipt of properly executed claim forms submitted by the Fire Agency according to the Mobilization Plan. Claims for payment submitted by the Fire Agency to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The Fire Agency is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Payee Registration System; to obtain registration materials go to <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>
- 4. Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
- 5. Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.
- 6. Agreement Management.** The work described herein shall be performed under the coordination of the parties' Contract Managers listed below, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement. The parties shall notify each other within ten (10) business days of a change in Contract Manager.

Contract Manager for OMAK FIRE DEPARTMENT:	Contract Manager for the WASHINGTON STATE PATROL:
Chief Jeremy Patrick PO Box 72 Omak, WA 98841 509-826-0760 fire51@omakcity.com	Brian Briscoe State Deputy Fire Marshal PO Box 42642 Olympia WA 98504-2642 (360) 596-3925 Brian.Briscoe@wsp.wa.gov

7. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.
8. **Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
9. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
10. **Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the Fire Agency under this Agreement, the Fire Agency may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the Fire Agency for the appeal of denied claims.
11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
1. Applicable federal and state statutes and regulations;
 2. Terms and Conditions contained in this Agreement
 3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
12. **All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Omak Fire Department		WASHINGTON STATE PATROL	
Signature	Date	Signature	Date
Print Name and Title		For: John R. Batiste, Chief	

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: December 18, 2023

Subject: Resolution 93-2023 Approving 2024 Fuel Bid

The attached Resolution No. 93-2023, Acceptance of Bid and Approval of Contract Between Whitley Fuel LLC and the City of Omak for 2024 Petroleum Product Needs, is forwarded for your consideration.

The City advertised for 2024 fuel bids on November 8, 2023 in the Omak Chronicle. Only one bid was received from Whitley Fuel.

The attached Resolution will award the contract to Whitley Fuel for 2024 fuel purchased.

I support this Resolution and Urge its Adoption.

RESOLUTION NO. 93-2023

**ACCEPTANCE OF BID AND APPROVAL OF CONTRACT
BETWEEN WHITLEY FUEL LLC AND THE CITY OF OMAK
FOR 2024 PETROLEUM PRODUCT NEEDS**

THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the bid received from Whitley Fuel, LLC for 2024 petroleum products, is hereby accepted. The bid tabulation sheet attached hereto as Exhibit "A", and the contract agreement, attached hereto as Exhibit "B", between the **CITY OF OMAK**, a municipal corporation, and **WHITLEY FUEL LLC** a private corporation, are hereby approved. The Mayor is hereby authorized and directed to execute the contract for and on behalf of the CITY; and the City Clerk is authorized and directed to attest her signature.

INTRODUCED and passed this _____ day of _____, 2023.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk


APPROVED AS TO FORM:

Michael Howe, City Attorney

BID TABULATION

PROJECT TITLE: 2024 Fuel Bids
DEPARTMENT: Public Works
DATE: December 6, 2024
TIME: 3:00 PM

Contractors:	Whitley Full		
Premium Unleaded	3.0858 .6058		
Mid-Level Unleaded	2.6658 .2855		
Regular Unleaded	2.4758 .2858		
Diesel #2:	3.1074 .3174		
Dyed Diesel #2:	3.1074 .3174		


Connie Thomas, City Clerk


Todd McDaniel, City Administrator

Date: 12-6-23

Date: 12/4/23

ATTACHMENT "A"

Bidders are to specify on the Bid Price Schedule one Oil price Information Service (OPIS) reference city for each product, OPIS is a published by United Communications Group, 9737 Washington BLVD. Suite 200 Gaithersburg, MD 208778. Bidders are to specify a firm fixed price also referred to as per Gallon Markup for each fuel listed. Per Gallon Markup shall include all costs for Overhead, profit, delivery.

Bids evaluation will consider total price, contractor's qualifications, ability to deliver, capacity to deliver, proximity of fueling sites, and all other pertinent information that ensure safe reliable fueling operations.

CITY OF OMAK
2024 PETROLEUM PRODUCTS

	EST. Vol	Rack City	Branded or non-branded	OPIS Price as Published 11/16/2023	Mark up	Price
Premium Ethanol Free	500	Seattle	Non-branded	2.4800	.6058	3.0858
Regular Unleaded	9000	Seattle	Non-branded	2.1900	.2858	2.4758
Mid Range Unleaded	7500	Seattle	Non-branded	2.3800	.2858	2.6658
Diesel No. 2	6000	Seattle	Non-branded	2.7900	.3176	3.1076
Dyed Diesel No.2	500	Seattle	Non-branded	2.7900	.3176	3.1076

VOLUMES ARE IN GALLONS AND PRICES IN DOLLARS PER GALLON.

ALL BIDS SHALL BE FOR A SELF SERVICE DELIVERY SYSTEM

THE FOLLOWING DEVIATIONS FROM BID SPECIFICATIONS ARE INCLUDED IN MY BID:

FIRM NAME: Whitley Fuel LLC

MAILING ADDRESS: PO Box 907
Okanogan, WA 98840

PHONE NUMBER: 509-422-3120

RESPONSIBLE OFFICER: Brian H. Whitley
(Please print)

Brian H. Whitley
Signature
Manager
Title

12/6/23
Date

1) SUPPLIER QUESTIONNAIRE:

The following information is to be furnished and may be used in reviewing bidder's delivery and service capabilities and overall qualifications.

Indicate which one of the following best defines your company's activity and the number of years you have been in this business under the present name.

CHECK ONE: Refiner _____ Brand Jobber X No. of Years 40+

Distributor _____

No. of Years _____

Other _____

No. of Years _____

2) Primary fueling location:

Omak Area _____ Pacific Pride _____

Network POS _____ Pacific Pride _____

INFORMATION TO BIDDERS

Estimated requirements for the petroleum products for 2024 are as follows:

UNLEADED FUEL	9,000 GALLONS
MID-GRADE UNLEADED FUEL	7,500 GALLONS
SUPER UNLEADED – Ethanol Free	5000 GALLONS
DIESEL FUEL	6,000 GALLONS

All bids shall be on the first grade petroleum products of major companies such as Chevron, Shell, Arco, Chevron, Mobile, Exxon, or equal, and shall be named in the "Oil Price Information Service." The successful bidder will be required to document his monthly statements and invoices to the satisfaction of the City of Omak with the OPIS prices used in calculating his invoice prices. All bids shall contain:

- 1) Provision for a secure single card system with a monthly computer printout of products purchased during the past month; and
- 2) Ability to purchase petroleum products at other locations outside of the Omak area.

All bids shall be in conformance with bidding specifications, which are available at the office of the Omak City Clerk.

The contract shall be let under the terms of RCW 35A.40.210, to the lowest responsible bidder; taking into consideration, in addition to the price, the ability, capacity and skill to perform the contract; the character, integrity, experience and efficiency of the bidder; previous and existing compliance with laws relating; and such other information as may be secured having a bearing on the decision to award the contract.

The City of Omak reserves the right to accept any portions of the items bid excluding others, whenever such is in the best interest of the city, to accept or reject any or all bids, and to waive minor informalities.

CITY OF OMAK PETROLEUM CONTRACT - TERMS AND CONDITIONS

CONTRACT PERIOD - Initial contract shall commence on the 1st day of January 2024 and be terminated on the 31st day of December, 2024.

SCOPE - This bid is for the purchase of fuels utilizing a self-service fuel dispensing system. The following shall be included in this bid as mandatory items:

- 1) Regular Unleaded gasoline
- 2) Mid-Grade Unleaded gasoline
- 3) Premium Unleaded Ethanol Free gasoline
- 4) Diesel Fuel No. 2

BID PRICES - Bidders shall bid their fuel prices on Attachment A. **BID PRICES ARE TO BE EXCLUSIVE OF ALL SALES TAX AND EXCISE TAXES THAT ARE THE RESPONSIBILITY OF THE BIDDER. BID PRICES ARE TO BE BASED ON THE OPIS PRICES THAT ARE PUBLISHED IN THE WEEKLY OPIS PRICE PUBLICATION WITH CONFIRMED MOVES THROUGH NOVEMBER 16, 2023.**

PRICE ESCALATION - Contract prices will be allowed to increase or decrease after bid opening and during the terms of the contract. All contract price adjustments shall be based solely on the change in the Vendor's certified supplier's listed price for ONE of the following cities: Seattle, Spokane or Pasco, as reported in the weekly publication, Oil Price Information Service (OPIS). No other price changes method (such as referencing your own posted price list or your supplier's price list) or other publication shall be considered. Bidder refusal to accept OPIS for contract price adjustments as specified may be reason to find their bid non-responsive.

Bidder shall specify his certified supplier and the price adjustment reference city (Seattle, Spokane, or Pasco) to be used for contract price adjustment on Attachment A. One supplier and one reference city may be specified by each bidder for each product bid. If OPIS does not list the supplier, or one or more supplier product prices for a reference city, the listed average price for that city shall be issued.

Any upward or downward change in the certified supplier's prices from one OPIS publication to the next will be added to or subtracted from the previous contract price. The effective date of the price change will be on the Monday of the date of the OPIS publication which reflects the price change.

The first price adjustment shall be based on the difference in the prices from the OPIS prices established on **December 21, 2023**. Any upward or downward change in the comparison of prices will be added to or subtracted from bid prices with the effective date of such change to be January 1, 2024. The successful bidder will be required to document his monthly invoices from the OPIS statements used in calculating said invoices, to the satisfaction of the City of Omak. If it appears that an error has occurred on any OPIS issue, the publisher shall be contacted for clarification.

Approved price changes or other amendments to the contract shall be documented using a "Contract Change Notice."

All contract fuel price changes shall be on a cents per gallon basis.

Requests for price increases to compensate for other increases in the cost of doing business, other than OPIS price changes will not be considered.

Notwithstanding the above, should the price structure become unworkable, detrimental, or injurious to the city or result in prices, which are not truly reflective of current market conditions, and no adjustment in price is mutually agreeable, the cities reserve the sole right to cancel this contract upon giving the Vendor ten (10) days notice. The City shall not be responsible for any costs or lost profits resulting from such contract cancellation.

QUALIFICATIONS OF THE BIDDER: At the time of the bid opening, bidder must be an established refiner, distributor or dealer with facilities, personnel and equipment to perform all requirements herein.

CERTIFICATION OF SUPPLIER: Bidders, other than refiners of the products bid, shall submit with their bid a letter from their supplier or copy of current supply contract certifying that the volumes and products offered are available to the bidder.

NON-EXCLUSIVE CONTRACT: This is a non-exclusive contract whereby Omak may, in case of emergency or special circumstances purchase from any service station.

KEY CARD OR OTHER SELF-DELIVERY METHODS: Bidders shall select to bid as a self delivery system. Bidders shall provide for a secure single card system with a monthly computer printout of products purchased during the past month; and ability to provide petroleum products at other locations outside of the Omak area.

DEVIATIONS: Deviations from any part of the "Invitation to Bid" must be clearly noted and explained in compliance detail on bidder's return bid documents.

METHOD OF AWARD: Bidders are to bid a single per gallon price for each category listed. Bid prices shall be evaluated as being in effect on the date of bid opening.

CONTRACTOR:

CITY OF OMAK, a municipal corporation

Whitley Fuel LLC
Company Name

Cindy Gagne, Mayor

Signed

Date _____

12/6/23
Date



City of Omak

WASHINGTON STATE

heart of the okanogan

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Daniel J. Christensen, Police Chief

Date: December 18, 2023

Subject: Resolution 95-2023 – Flock Camera purchase and contract extension

The attached **Resolution No. 95-2023, Authorizing the continuation of the Flock contract including the addition of 2 LPR cameras,** is submitted for your review.

This Resolution authorizes the Mayor to execute the agreement for 2023 for a duration of 60 months. Flock Safety is providing an opportunity to lock in savings on our current and future camera systems. Presently we have a rate of \$2500 per camera per year. That pricing has raised to \$3000 at current pricing with an anticipation of increasing to \$3300. This re-authorization includes the addition of 2 Flock LPR cameras funded for two years through our Department of Commerce grant, known as Team One. This opportunity will save us \$500 per camera per year for the next 60 months for a overall savings of \$15,000.

The police department has had tremendous success with our LPR system and while this cost is \$76,300 that includes \$6,409.20 in estimated tax. Our annual cost not including tax is \$15,000 with the addition of the two cameras. We presently have a contract for about 18 more months at approximately \$11,000 per year. This authorization rolls those all into one and the early 2023 pricing.

I support this Resolution and request Council approval.

RESOLUTION NO. 95-2023

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING CONTINUATION OF
A PURCHASE AGREEMENT WITH FLOCK SAFETY FOR PURCHASE OF LICENSE
PLATE READER CAMERAS AND MAINTAINING OPERATION**

WHEREAS, the Police Chief has determined the need to acquire additional License Plate Reader (LPR) cameras funded under the Team One grant, and

WHEREAS, resolution 27-2023 provided for the initial sole source purchase of the Flock camera system; and

WHEREAS, Flock Safety continues to offers a unique product and the Police Chief has determined the integration of Flock Safety LPR cameras with our existing Flock LPR camera system is the most efficient way to accomplish the department's needs, and

WHEREAS, the continuation and extension of this agreement will lock in 2023 pricing for the next 5 years and add two additional LPR cameras.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the purchase Agreement with Flock Safety, attached hereto as Exhibit "A", for the purchase of 2 additional LPR cameras, continuation of existing cameras, and installation is hereby approved, and the mayor is authorized to effect all necessary action for the purchase of this equipment.

DATED this _____ day of _____, 2023.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

Flock Safety + WA - Omak PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Mack Larkin
mack.larkin@flocksafety.com
360-391-2071

flock safety



EXHIBIT A
ORDER FORM

Customer: WA - Omak PD
Legal Entity Name: WA - Omak PD
Accounts Payable Email:
Address: 8 N Ash St Omak, Washington 98841

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$15,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	2	\$1,300.00

Subtotal Year 1:	\$16,300.00
Annual Recurring Subtotal:	\$15,000.00
Discounts:	\$15,000.00
Estimated Tax:	\$6,409.20
Contract Total:	\$76,300.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$16,300.00
Annual Recurring after Year 1	\$15,000.00
Contract Total	\$76,300.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$15,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
One-Time Fees	Service Description	
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety’s maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: WA - Omak PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Todd McDaniel
City Administrator

Date: December 18, 2023

Subject: **Resolution No. 96-2023** Agreement for Consulting Services

The attached Resolution **96-2023, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A Professional Service Agreement with Northwest Solutions for Lobbyist and Government Relations Services**, is forwarded for your consideration.

Our current agreement with Northwest Solution expires at the end of the year. This resolution provides for a new agreement for the period of January 1, 2024, through July 31, 2025.

Other than the length of the agreement all other terms remain the same. The longer length of term was chosen to ensure that we have active representation going into each January legislative sessions and enactment of the State approved budget. At the expiration of this agreement, we anticipate renewals at 12-month intervals.

I support this Resolution and recommend its approval.

RESOLUTION NO. 96-2023

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH NORTHWEST SOLUTIONS FOR LOBBYIST AND GOVERNMENT RELATIONS SERVICES

WHEREAS, the City of Omak utilizes consulting services to monitor actions and advocate for the city to the Legislature and State Agencies; and

WHEREAS, Mara Machulsky, Northwest Solutions, was selected in 2021 to provide needed lobbyist and government relations service, and

WHEREAS, the current agreement with Northwest Solutions is scheduled to expire December 31, 2023; and

WHEREAS, a new agreement has been prepared and negotiated for the continuance of the needed services.

NOW, THEREFORE BE IT RESOLVED by the Omak City Council that the Professional Services Agreement between the City of Omak and Northwest Solutions, a copy of which is attached hereto as exhibit "A", is approved. The Mayor is authorized to execute this agreement.

INTRODUCED AND PASSED this _____ day of _____, 2023.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City

City of Omak & Northwest Solutions
Contract for State Lobbying & Consulting Services

Northwest Solutions

Mara Machulsky- 360-742-0515

Scope of Work:

The consultant agrees to provide lobbying and consulting services to the City of Omak (the City) as set forth herein. All duties, obligations, and services shall be provided in a skillful, professional, and respectful manner. The quality of the consultant's performance and all interim and final products provided to or on behalf of the City of Omak shall be comparable to or exceed the best industry standards.

These services include, but are not limited to:

1. Providing advice and consultation regarding activities related to the Washington State Legislature.
2. Attending City of Omak council meetings whenever requested, to report on legislative involvement.
3. Assisting the City in drafting testimony, letters, and talking points on issues/bills prioritized by the City.
4. The consultant will communicate the City legislative priorities and issues to members of the Washington State Legislature, and legislative staff and identify any areas of potential concern or opportunity for achieving the identified objectives.
5. When requested, arranging meetings with legislators and stakeholders regarding legislation of interest to the City.
6. Attending Association of Washington Cities intergovernmental relations table and report on their meetings, as time allows.
7. Pre-working issues/bills with partners and interest groups, as well as opposition when appropriate, as authorized by the City.
8. Bringing fully analyzed issues related to the City to legislator's attention, including information regarding the process involved with issues/bills prioritized by the City.
9. The consultant will provide update reports on actions performed for the City, to be

submitted with monthly invoices. Weekly reports will be provided during the sessions, with additional reports provided during special sessions as legislative activity dictates.

10. The consultant will be available in a timely manner in person, by telephone, or email to the City of Omak's assigned point of contact (City Administrator, Todd McDaniel) to provide consultation and advice on legislative matters, or other matters involving the development and maintenance of successful government relations.
11. During each interim period (between legislative sessions) the consultant will work with the City to produce a legislative plan for upcoming sessions and de-brief the past session. The consultant shall also provide briefings regarding the implementation of pertinent legislation signed into law following each legislative session.

Billing:

The consultant will submit an invoice each month. The consultant will provide documentation supporting invoices as may be requested.

Compensation:

The City of Omak agrees to pay the partnership the amount of \$1,750 per month (\$21,000 annually) for services performed and completed pursuant to the terms and conditions of this agreement. The compensation due to the consultant shall be paid monthly, provided the consultant has demonstrated compliance with the terms of this section and submitted an invoice.

Communications Protocol:

The City council members and the consultant have requested one point of contact for the consultant outside of the City council meetings.

The City Administrator for the City of Omak will serve in this role.

The consultant will directly communicate all lobbyist requests for information or action to the City Administrator by email. The City Administrator will disseminate such requests to the appropriate person(s). Responses to the requested information shall be provided to the and forwarded by them to the consultant.

All requests for lobbyist information-or action from Council members or staff, shall be communicated to the City Administrator, who will forward such requests to the consultant.

The consultant will provide the requested information and/or report on requested actions, back to the City Administrator for dissemination to Council members and/or staff as appropriate.

In addition to communications through the City Administrator, the City of Omak may convey requests for lobbyist information or action directly to the consultant at City Council meetings. Such requests, if any, shall be reflected in Council meeting minutes.

Term of Agreement

This agreement shall be binding upon the parties when signed and shall terminate July 31, 2025.

Non-exclusive

This agreement is for the non-exclusive use of the partnership's services. Nothing contained herein shall prevent the partnership from contracting to provide similar services to other clients on a non-exclusive basis.

Confidentiality

a. The consultant acknowledges that during the course of, and as the result of the consultant's relationship with the City of Omak, the consultant may have access to, acquire, and be required to utilize confidential information. The consultant hereby covenants and agrees that it will not, without the written consent of the City, directly or indirectly divulge, communicate, or disclose to any person, firm, or organization any confidential information.

b. The consultant agrees that during the term of this agreement, it shall not have or hold any continuing or frequently recurring employment or contractual relationship that is antagonistic to or incompatible with the consultant's loyal and conscientious exercise of judgment related to performance under this agreement.

c. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this agreement are and shall remain the property of the City of Omak. In the event of termination of this agreement, any documents prepared by the consultant, whether complete or incomplete, shall remain the property of the City and shall be delivered by the consultant to the City Administrator within one month of termination of this agreement by either party.

Independent Contractors

The partnership and the City of Omak have entered into this agreement with the mutual understanding that the partnership is an independent contractor, and not an employee of the organization. The partnership understands and agrees to be responsible for complying with state and federal requirements as they relate to Public Disclosure Commission reporting, income taxes, social security contributions, and any other requirements placed upon self-employed persons.

Mara Machulsky (Northwest Solutions)

Mayor Cindy Gagné

Date _____

Date _____