
AGENDA
OMAK CITY COUNCIL MEETING
Monday, April 1, 2024 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

1. Proclamation – Arbor Day
2. Proclamation – National Library Workers Day

E. CONSENT AGENDA

1. Approval of Minutes from March 18, 2024
2. Approval of 2024 Claims and March '24 Payroll

F. NEW BUSINESS

1. Marc Doney – Team O.N.E. Update
2. Res. 29-2024 – Approve Purchase of a Valve Exerciser & Key
3. Res. 30-2024 – Appr Public Works Contract - Infinite Optical Comm.
4. Res. 31-2024 – Appr. Interlocal Agr. with CCT History/Archaeology
5. Res. 32-2024 – Appr. MOA with Okanogan County Conservation Dist.
6. Res. 33-2024 – Approve Purchase of Real Property
7. Res. 34-2024 – Appr. Supplemental Agreement with Gray & Osborne
Central Avenue Reconstruction Phase II
8. Res. 35-2024 – Appr. Supplemental Agreement with Gray & Osborne
Jonathan Avenue Design
9. Res. 36-2024 – Approve Agreement with Omak School District-SRO
10. Res. 37-2024 – Approve Purchase Agreement with Air Science
11. Ord. 1940 – 1st Read - Appr. Budget Amendment–Sewer & Sewer Reserves

G. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports



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.



*** OFFICIAL PROCLAMATION ***

WHEREAS, in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and;

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and;

WHEREAS, Arbor Day is now observed throughout the nation and the world and;

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and;

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and;

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and;

WHEREAS, trees – wherever they are planted – are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Cindy Gagné, Mayor of the City of Omak, Washington, do hereby proclaim **Friday, April 26, 2024**, as Arbor Day in the City of Omak, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 1st day of April, 2024.

Cindy Gagné, Mayor



NATIONAL LIBRARY WORKERS DAY

ALA APA

WHEREAS, libraries are essential institutions that offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey;

WHEREAS, librarians and library support staff bring expert assistance, personal service and access to a wealth of resources and programs, both in person and online;

WHEREAS, library professionals provide this invaluable service to library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, the library workers at Omak Public Library tirelessly serve our community, enriching lives and fostering literacy and lifelong learning through their expertise and commitment;

WHEREAS, the passion and dedication of library professionals contribute to the cultural enrichment, educational advancement, economic development, and social cohesion of our city;

WHEREAS, libraries, library workers, and library supporters across America are celebrating the National Library Workers Day, sponsored by the American Library Association-Allied Professional Association (ALA-APA);

THEREFORE, be it resolved that I, Cindy Gagné, Mayor of Omak, proclaim Tuesday, April 9, 2024, as "National Library Workers Day." I encourage all in this community to take advantage of the variety of library resources available and to thank library workers for their exceptional contributions to American life.

DATED this 1st day of April, 2024.

Cindy Gagné, Mayor

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: April 1st, 2024

Subject: **Resolution 29-2024** Approving the purchase of a Valve Exerciser and Key

The attached Resolution 29-2024, **A Resolution of the Omak City Council Approving Purchase of Water Dept. Valve Exerciser and Key**, is forwarded for your consideration.

The water department needs to replace a power water valve wrench. The current wrench is worn and unsafe.

We have received three quotes and reviewed the quotes for accuracy and price. The lowest responsive quote is from Pollard in the amount of \$5945.00 not including sales tax.

I support this Resolution and recommend its approval.

RESOLUTION NO. 29-2024

**A Resolution of the Omak City Council Approving the Purchase of Water Dept.
Valve Exerciser and Key**

WHEREAS, the water department needs to replace valve exercising equipment;
and

WHEREAS, three quotes were received for the equipment; and

WHEREAS, Pollard Water provided the lowest priced quote for the identified
equipment.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak,
do hereby approve the purchase of valve exerciser and key from Pollard Water, attached
hereto as Exhibit "A".

PASSED AND APPROVED this _____ day of _____, 2024.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney



HydroVerge Hydrant Buddy XL Hydrant Buddy and 10 ft. Adjustable Gate Valve Key

1-2 of 2 items

Part #HHBXLKIT | Item #10185825



\$5,945.00 each

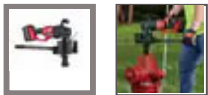
Quantity

[Add To Cart](#)

Type:
HHBXLKIT

[Need Help? 1-800-437-1146](#)
7:30 am to 7:30 pm EST

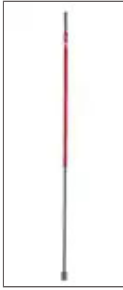
THIS INCLUDES



HydroVerge Hydrant Buddy XL Hydrant Buddy Portable Hydrant & Gate Valve Exerciser
HHBXL

Entire Collection





**HydroVerge Adjustable
Gate Valve Key for
Hydrant Buddy Long 78
in. - 135 in.**
HGVKL

Product Details

- Makes hydrant flushing safer and easier
- Designed for both hydrants and gate valves
- Improves productivity and is easy to use, while reducing operator fatigue and injury risk
- Powered by Milwaukee industrial motor and custom engineered gearbox.
- Provides up to 400 ft lbs. of torque
- Digital rotation counter adds convenience and improved valve security
- Long last battery operates approximately 15-20 hydrants before needing a quick 30 minute charge
- Includes 1 Hydrant Buddy, 1 charger, 2 rechargeable batteries, 1 adjustable pentagon socket and 1 heavy duty carry bag
- 3 year comprehensive warranty on all parts
- VALVE KEY INCLUDED WITH PURCHASE

Documents

[Specification](#)

[Installation](#)

Specifications

Collection

Hydrant Buddy XL

Type

HHBXLKIT

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: April 1, 2023

Subject: **Resolution No. 30-2024** Approving the Public Works Contract with Infinite Optical Communications LLC

The attached Resolution **30-2024, A Resolution of the Omak City Council Approving, The Public Works Contract with Infinite Optical Communications LLC for camera installation,** is forwarded for your consideration.

In the 2024 Budget we have included money to expand our camera system. This will install 3 more cameras covering critical locations with minimal installation cost.

We will be looking to add more cameras later in the year after the fiber project is completed to the Stampede Arena.

I support this Resolution and recommend its approval.

RESOLUTION NO. 30-2024

A Resolution of the Omak City Council Approving, The Public Works Contract with Infinite Optical Communications LLC for Camera Installation

WHEREAS, The City of Omak has the need to have a Verkada camera system installed; and

WHEREAS, the 2024 budget includes funding for camera system expansion; and

WHEREAS, the Public Works Department has received the signed Public Works Contract, Scope of Work, and a detailed proposal.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OMAK, That the Public Works Contract, a copy of which is attached hereto as **Exhibit "A"**, with Infinite Optical Communications LLC for camera installation is approved. The Mayor is authorized to execute all necessary documents for the performance of this work.

PASSED AND APPROVED this _____ day of _____, 2024.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

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

**Infinite Optical Communications LLC
511 S. Irby St.
Kennewick, WA 99336**

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:

Installation of Verkada Camera Systems

in accordance with the most recent and approved Electrical 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 Omak P.W. 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 _____, 2024

CONTRACTOR: Infinite Optical Communications LLC.

By: _____ Senior Project Manager & Estimator
Signature Title

PRINTED NAME: Chris Roggenkamp

ADDRESS: 511 S. Irby St.

Kennewick WA 99336
City State Zip

PHONE: (509) 405-5640

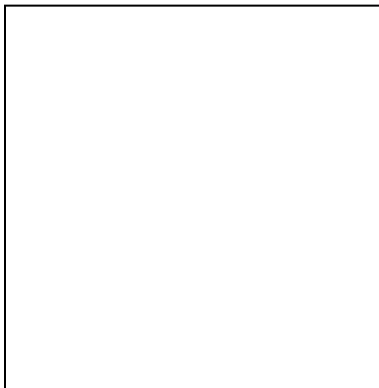
FAX Number: _____

State of Washington Contractor's License Number: INFINOC788LG

Federal Tax I.D. Number: 88-2357574 UBI Number. 604-911-989

Executed this _____ day of _____, 2024

CITY OF OMAK



Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk



Quote:1-00206

Infinite Optical Communications LLC
 511 S. Irby St.
 Kennewick, WA 99336
 (509) 405-5640 (Cellphone)
www.Facebook.com/InfiniteOpticalCommunications
www.InfiniteOpticalCom.com

| | | | |
|------------------|--|-------------|-----------|
| Client Name | Wayne Beetchenow | Date: | 3/18/2024 |
| Client Address | 2 Ash St. N | Invoice # | 1-00206 |
| City, State, Zip | Omak, WA, 98841 | Customer ID | 1-00042 |
| Phone # | 509-826-1170 | | |
| Email Address | publicworks@omakcity.com | | |

Installation of Category 6 cabling at 3 locations (One at the community Pool, One at the Airport, and One at the Water Plant) to be supported every 5' per code. Terminated in structured cable fashion with Leviton Keystone Jacks and surface mount boxes, and patch cables to Verkada Cameras.
 (Y/N)

| | | Material | Labor |
|--|---|-------------|-------------|
| | Installation of 3 Qty Cat-6 Cabling (Plenum rated and Outdoor Rated at Airport & Water Reservoir) with Cables supports; Terminated, tested and labeling | \$ 498.43 | \$ 1,000.00 |
| | Installation of Verkada Cameras with onboarding, aiming and troubleshooting | \$ - | \$ 800.00 |
| | | \$ - | \$ - |
| | Verkada Cameras: Outdoor Multisensor Camera with 5 Year Licensing (Mounting Bracket & POE Injectors) | \$ 9,153.92 | \$ - |
| | Verkada Cameras: Outdoor License Plate Bullet Camera with 5 Year Licensing (POE Injector) | \$ 2,131.46 | \$ - |
| | | \$ - | \$ - |
| | Associated Drive Time (Job Walk Included) | \$ - | \$ 1,200.00 |
| | Hotel For Technicians (1 Night) | \$ - | \$ 400.00 |
| | Per Diem for 2 Technicians for 2 Days | \$ - | \$ 300.00 |

Assumptions & Notes

Customer to Provide all Devices to include Ubiquiti Repeaters, Antennas, Verkada Cameras & Esc.
 Customer is responsible for power installation inside Nema 3R Enclosure.

| | |
|----------|--------------|
| Subtotal | \$ 15,483.81 |
| Tax Rate | 8% |
| Tax | \$ 1,238.70 |
| Total | \$ 16,722.51 |

This proposal is Confidential and void if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications, scheduled occurrence of work, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made day of work completion via credit card, cash, or by invoice within 30 days of date above. If payment is not made after 30 days, late fees will be added to original invoice total.

Date of Acceptance:

Representative Signature:

Infinite Optical Communications; Chris Roggenkamp; Signature:

Thank you for your business!



Infinite Optical Communications Purchase Order

Verkada PO #: 1-00206

PO Date: 00/00/2023

Supplier:

Verkada Inc
405 E 4th Ave.
San Mateo, Ca 94401
(833) 885-8243
Orders@verkada.com

End Customer:

City of Omak Public Works
2 Ash Street North
Omak, WA, 98841

Ship To:

Infinite Optical Com.
511 S. Irby St.
Kenenwick, WA 99336
(509)405-5640

| Ship Date | Shipping Method | Terms | Sales Rep | Approved By |
|--------------|-----------------|--------|----------------|------------------|
| Upon Receipt | Ground | Net 30 | Kelsey Bernard | Chris Roggenkamp |

| Item # | Description | QTY | Unit Price | Line Total |
|---------------|--|-----|------------|------------|
| ACC-POE-60W | PoE++ (802.3bt-2018) Injector, GigE | 3 | \$99.83 | \$299.49 |
| LIC-5Y | 5-Year Camera License | 1 | \$602.33 | \$602.33 |
| CB62-512TE-HW | CB62-TE Outdoor Bullet Camera, 512GB, 30 Days Max | 1 | \$1,329.30 | \$1,329.30 |
| CH52-1TBE-HW | CH52-E Outdoor Multisensor Camera 1TB, 30 Days Max | 2 | \$2,519.30 | \$5,038.60 |
| LIC-CH52-5Y | 5-Year CH52 Multisensor Camera | 2 | \$1,808.33 | \$3,616.66 |

| | |
|--------------|---------------------|
| Subtotal | \$ 10,886.38 |
| Shipping | \$ 299.00 |
| Total | \$ 11,185.38 |

MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: April 1, 2024

Subject: **Resolution No. 31-2024** Approving Interlocal Agreement with the Confederated Tribes of the Colville Reservation History and Archaeology program

The Attached Resolution: **31-2024, A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN AGREEMENT INTERLOCAL AGREEMENT WITH THE CONFEDERATED TRIBES OF THE COLVILLE RESERVATION HISTORY/ARCHAEOLOGY PROGRAM**, is forwarded for your consideration.

This resolution is an interlocal Agreement with the Coville Tribe Archaeology for on call archaeology services for small projects that come up throughout the year.

This will streamline the existing process that we have with the Colville Historical and Archaeology program. This agreement saves both agencies time that is spent on securing project specific services and will allow for additional flexibility in aligning archaeology work with project timelines.

We are requesting approval of this resolution.

RESOLUTION NO. 31-2024

A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN INTERLOCAL AGREEMENT WITH THE CONFEDERATED TRIBES OF THE COLVILLE RESERVATION HISTORY/ARCHAEOLOGY PROGRAM

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 City of Omak periodically needs on-call archaeology service for small projects; and

WHEREAS, the Confederated Tribes of the Colville Reservation History and Archaeology program have the capacity and expertise to provide these services; and

WHEREAS, an interlocal agreement for services with the Colville History and Archeology department is the most efficient and cost effective method to secure History and Archaeology Services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Omak that the Interlocal Agreement between the City of Omak and the Confederated Tribes of the Colville Reservation History and Archaeology program, a copy of which is attached hereto as "Exhibit A", for history and archaeology services, is approved. The Mayor is authorized to execute the same on behalf of the City.

INTRODUCED AND PASSED by the City Council of the City of Omak this _____ day of _____, 2024.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CONFEDERATED TRIBES OF THE COLVILLE
RESERVATION HISTORY/ARCHAEOLOGY PROGRAM AND THE
CITY OF OMAK FOR CULTURAL RESOURCE MANAGEMENT SERVICES

This Interlocal Agreement for Cultural Resource Management Services (“Agreement”) is entered into by and between the Confederated Tribes of the Colville Reservation History/Archaeology Program, Washington (CCT History/Archaeology Program) and the City of Omak, Washington (City) sometimes individually referred to as a “Party” or collectively referred to as the “Parties.”

RECITALS

WHEREAS: The Parties are public agencies which agree to enter into an Agreement for Cultural Resource Management Services pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS: The City has the power, authority, and responsibility to provide Cultural Resource Management Services for its citizens and is desirous of obtaining Cultural Resource Management Services from the CCT History/Archaeology Program to fulfill its obligation to its citizens; and

WHEREAS: The CCT History/Archaeology Program has established and maintains qualified Cultural Resource Management Services employees; and

WHEREAS: The CCT History/Archaeology Program is available to provide Cultural Resource Management Services to the City;

NOW THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

AGREEMENT

1. Cultural Resource Management Services. This Agreement contains provision related to the CCT History/Archaeology Program by providing Cultural Resource Management Services to the City. Upon advance oral or written notice by the City, the CCT History/Archaeology Program will provide Cultural Resource Management Services for the City after processing through the appropriate administrative review. The hours of service shall be during the usual operating hours of the Confederated Tribes of the Colville Reservation, from 7:00 am - 5:30 pm, Monday through Thursday, or on a project-by-project basis.

2. Cultural Resource Management Services Definition. For purposes of this Agreement, "Cultural Resource Management Services" shall include initial plan review, site inspections, pre-application consultations, permit issuance, coordination with City departments, regulatory compliance review assistance and other duties required by a professional archaeologist as qualified by the US Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation (36 CFR Part 61), unless otherwise specifically excluded in this Agreement.
3. Code Enforcement. This Agreement does not provide for any code enforcement services, civil or criminal.
4. Duration: This Agreement shall take effect upon approval by both parties and recording with the Colville Business Council, and shall continue and be in full force and effect unless terminated sooner pursuant to paragraph 5.
5. Termination:
 - 5.1 Termination by Notice. Either Party may terminate this Agreement by providing 30 days advance written notice to the other Party of the effective date of such termination.
 - 5.2 Termination by Mutual Written Agreement: This Agreement may be terminated in its entirety at any time by mutual written agreement of the Parties.
 - 5.3 Termination for Breach: Either Party may terminate this Agreement for material breach of the terms of this Agreement upon 20 days prior written notice to the other party. Such notice shall specify in detail the breach or default claim.
6. Administration, No separate Entity Created. The Mayor of the City, and the Tribal Historic Preservation Officer of the Confederated Tribes of the Colville Reservation shall be responsible for the administration and management of the Cultural Resource Management Services to be provided as described in this Agreement. No separate legal entity is created hereby.
7. Consideration. Consideration for Cultural Resource Management Services shall be based upon the hourly compensation rate established by the City for the Cultural Resource Management Services in effect at the time the services are provided. This hourly rate shall be \$120.00 per hour with a one hour minimum charge for each inspection and plan review. The CCT History/Archaeology Program shall be compensated for round trip for driving time between the Tribal offices and the City at a flat rate equal to one-half of the hourly rate in effect at the time the Cultural Resource Management Services are provided. The Cultural Resource Management Services shall

be provided "as needed" and "as requested" by the City with a 48 hour advance notification. The Tribes shall invoice the City monthly for the Cultural Resource Management Services used by the City in the prior month. The City shall pay invoices submitted within 45 days of receipt of the same. Interest shall accrue at the rate of 8% per annum on invoices not timely paid by the City.

8. Benefits and other expenses. Attendance by the CCT History/Archaeology Program at Town meetings that do not fall within the definition of "Cultural Resource Management Services," in paragraph 2 above, but which the CCT History/Archaeology Program representative may attend at his or her discretion, shall be compensated by the City at \$120 per hour, plus round trip travel expenses at \$60 per hour. The CCT History/Archaeology Program shall not be paid any other compensation or benefits or be reimbursed for any expenses not specifically set forth in this Agreement.
9. Disputes. During the term of this Agreement, concerns of either party shall be communicated to the signatories of this Agreement. Prior to either Party commencing legal action relating to the enforcement or interpretation of this Agreement, the administrators of this Agreement agree to meet to make a good faith effort to resolve any dispute that has arisen. Provided, that this provision shall not be a limitation on either Party commencing legal action if the other refuses to meet to attempt to resolve any dispute, or in the case where a delay would result in either Party suffering immediate harm or damages.
10. Indemnification. The CCT History/Archaeology Program shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CCT History/Archaeology Program, in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

The City shall defend, indemnify and hold the CCT History/Archaeology Program, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the City, in performance of this Agreement, except for injuries and damages caused by the negligence of the CCT History/Archaeology Program.

11. Insurance. The CCT History/Archaeology Program shall secure and maintain in force public liability or errors and omissions insurance for Cultural Resource Management

Services and motor vehicle insurance with minimum coverages of \$1,000,000.00 per occurrence for personal injury, property damage, and public official's errors and omissions. The CCT History/Archaeology Program insurance policies shall include a provision prohibiting cancellation of the insurance except upon 30 days prior written notice to the City. The CCT History/Archaeology Program shall name the City as an additional insured for purposes of this Agreement. Certificates of coverage as required herein shall be delivered by the CCT History/Archaeology Program to the City within 30 days of the date this Agreement is effective. Membership and/or participation in a legally recognized government entity insurance pool with limits of liability equal to or greater than the coverage limits set forth above herein shall be an acceptable method of complying with this provision of this Agreement and the additional insured requirement is waived.

12. **Work Products.** The CCT History/Archaeology Program shall keep and maintain accurate and complete records pertaining to the implementation of this Agreement. All data, designs, drawings, calculations, information obtained, materials information and the results of all Services performed by CCT History/Archaeology Program hereunder shall be considered work for hire and shall become the property of the City upon completion of the Services provided and shall be delivered to the City prior to final payment, unless the information is proprietary cultural information generated by, for, or from the Confederated Tribes of the Colville Reservation.
13. **Return of Documents.** The CCT History/Archaeology Program agrees that upon termination of this Agreement for any reason, it will return to the City all documents, files and records of any nature whatsoever obtained by or for the City and used in connection with work performed for the City pursuant to this Agreement, unless the information is proprietary cultural information generated by, for, or from the Confederated Tribes of the Colville Reservation.
14. **Employees, and Employment Relationship.** The CCT History/Archaeology Program shall follow the reasonable instructions of the City Mayor, or his or her designee, provided such instructions are in the furtherance of the deliverance of Cultural Resource Management services by the CCT History/Archaeology Program to the City pursuant to the terms of this Agreement.

No employment relationship is created. The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between the City and any employee, agent, representative or contractor of the CCT History/Archaeology Program, or between the CCT History/Archaeology Program and any employee, agent, representative or contractor of the City. Without limiting the foregoing, the CCT History/Archaeology Program representative shall at all times relevant to this Agreement

be and remain an employee of the Confederated Tribe of the Colville Reservation, and the CCT History/Archaeology Program shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the CCT THPO except as expressly set forth in this Agreement.

In the event that this section is deemed invalid, or an employment relationship has been created, both parties agree to defend and indemnify the other consistent with section 10 above and both parties agree to waive any immunity available under RCW Title 51.

15. Notice. All Notices which may be required under this Agreement shall be given as follows:

- a. Notice to the CCT History/Archaeology Program:

Confederated Tribes of the Colville Reservation
CCT History/Archaeology Program
Attention: Guy Moura (THPO)
PO Box 151
Nespelem, WA 99155

- b. Notice to the City:

City of Omak
Attention: Cindy Gagné, Mayor
PO Box 72
Omak, WA 98841

16. Severability. In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law. All provisions of this Agreement are severable and the invalidity of a single provision hereof shall not affect the remaining provisions.
17. Governing Law. This Agreement shall be governed in all aspects by the laws and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Okanogan, Washington.
18. Integrated Agreement. This Agreement constitutes the entire Agreement of the Parties regarding the provision of Cultural Resource Management Services, and supersedes all oral or written agreements or negotiations between the parties, which are hereby deemed void and of no force or effect.

19. Modification. This Agreement is intended to express the entire Agreement of the Parties, and may not be modified unless such modification is in writing, and signed by both Parties.
20. Photocopies. Photocopies of signatures approving this Agreement shall be considered the same as original signatures for all purposes.

SIGNATURES WITH DATES BELOW:

X

Cindy Gagné
Mayor

X

Guy Moura
H/A Program Manager/THPO - CCT

X

Jarred-Michael Erickson
Chairperson - Colville Business Council

MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: April 1, 2024

Subject: **Resolution No. 32-2024** Approving Interlocal Agreement with the Okanogan Conservation District

The Attached Resolution: **32-2024, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN AGREEMENT INTERLOCAL AGREEMENT WITH THE OKANOGAN CONSERVATION DISTRICT**, is forwarded for your consideration.

This resolution is an interlocal Agreement with the Okanogan Conservation District to implement the EPA Community Chipping Program to reduce yard waste burning by chipping residential woody debris.

We are requesting approval of this resolution.

RESOLUTION NO. 32-2024

**A RESOLUTION OF THE OMAK CITY COUNCIL ENTERING INTO A
MEMORANDUM OF AGREEMENT BETWEEN THE OKANOGAN
CONSERVATION DISTRICT FOR THE IMPLEMENTATION OF A COMMUNITY
CHIPPING PROGRAM**

WHEREAS, the Okanogan Conservation District is implementing an EPA Community Chipping Program to reduce yard waste burning by chipping residential woody debris; and

WHEREAS, Okanogan Conservation can extend the benefits of this program to the City of Omak residents through a Memorandum of Agreement with the City of Omak.

NOW, THEREFORE, BE IT RESOLVED by the Omak City Council, that the Memorandum of Agreement between the City of Omak and Okanogan Conservation District, a copy of which is attached hereto as "Exhibit A", is approved. The Mayor is authorized to execute the same on behalf of the City.

INTRODUCED AND PASSED by the City Council of the City of Omak this _____ day of _____, 2024.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

Memorandum of Agreement
Okanogan Conservation District

And

The City of Omak

THIS AGREEMENT is made and entered into between the Okanogan Conservation District (Okanogan CD) and the City of Omak.

WHEREAS, Okanogan CD and City of Omak have jurisdiction to enter into this agreement as provided in RCW Chapter 89.08 (Conservation Districts Act) and RCW Chapter 39.34 (Interlocal Cooperation Act); in order to carry out community chipping events for air quality improvements within the Omak City limits;

WHEREAS, Okanogan CD and City of Omak are working collaboratively to provide a community chipping program to reduce back yard burning and/or reduce wildfire fuel loads;

WHEREAS, Okanogan CD and City of Omak work collaboratively on projects relating to watershed planning, community planning, and other natural resource management projects;

WHEREAS, working cooperatively on these programs can greatly aid in their overall quality, efficiency, and economy; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement, Okanogan CD and City of Omak agree as follows:

1. Shared Projects: Either party may have work, projects, or activities that require outside assistance that the other party of this agreement can provide quickly, efficiently, and cost-effectively. To deliver effective services that benefit both Okanogan CD, City of Omak, and the public served, the parties agree to allow the persons identified in this agreement to develop Supplemental Statement of Work (SSOW) to this agreement that details the service, personnel, equipment to be provided and terms and conditions under which they will be provided.
 - a. The Executive Director of Okanogan CD and the Director of Public Works of the City of Omak are hereby authorized to develop SSOWs to achieve their respective program goals on a short-term basis (not to exceed 60 calendar days or \$10,000 in total value) without prior authorization of the Okanogan CD Board and Omak City Council.
 - b. Both the Omak City Council and Okanogan CD Board must agree to a sharing arrangement beyond two months or for work exceeding \$10,000 in total value.
 - c. Each party shall:
 - i. Continue to be the employer of their employee(s), including responsibility for all wages and benefits;

- ii. Be responsible for repairing any equipment used in this agreement that is broken beyond normal wear and tear;
- iii. The party completing work for reimbursement shall submit a monthly invoice by the 10th of each month up to the agreed amount for labor and/or equipment in the supplement statement of work that is signed by both parties.
- iv. Payment will be made within 30 days of receiving the invoice.
- v. Agree to direct staff to work cooperatively to complete agreed upon work in SSOWs.

2. Termination: Either party may terminate this agreement by giving the other 30 days written notice by email, or mail, to the appropriate address as noted below:

Okanogan Conservation District
 Craig Nelson, Executive Director
 1251 2nd Ave. South, Room 102
 Okanogan, WA
 509-422-0855
craig@okanogand.org

City of Omak
 Cindy Gagné, Mayor
 2 Ash St. North
 Omak, WA 98841
mayor@omakcity.com

- 3. Records Maintenance: Okanogan CD and The City of Omak shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all costs expended by either party in the performance of the services described herein.
- 4. Indemnification: 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 this agreement.
- 5. Agreement Alterations and Amendments: City of Omak and Okanogan CD may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind City of Omak and Okanogan CD.
- 6. All Writings Contained Herein: This Agreement and related Supplemental Statements of Work contain all the terms and conditions agreed upon by the parties relative to partnering and collaborating on mutually beneficial projects. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.
- 7. Governance: This Agreement is entered into pursuant to and under the authority granted conservation districts by RCW 89.08.220(9) (the Conservation Districts law) and by RCW 39.34 (the Interlocal Cooperation Act). The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable

statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Any other provisions of the Agreement, including materials incorporated by reference.

- 8. Availability of Funding: The obligations undertaken under this Agreement shall be subject to the availability of appropriated funds.
- 9. Effective Date: The effective date of this Agreement is April 4, 2024 and will expire April 4, 2029, or when replaced or superseded unless terminated earlier at the written election of either party.

Okanogan Conservation District

City of Omak

Lorah Super, Chair Date

Cindy Gagné, Mayor Date

MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Todd McDaniel

Date: April 1, 2024

Subject: **Resolution 33-2024 Purchase of Real Property**

The Attached, Resolution 33-2024, Approving the Purchase of Real Property for the Repair and Improvement of the North Sewer River Crossing, is forwarded for your consideration.

PublicWorks has evaluated several options to replace the now inoperable sewer line that crosses the river just north of the bridge. The two viable options include a new lift station on the East side of the river and a line crossing under the river or a temporary line along the SR155 bridge.

Both options are estimated at about the same costs, but the under-river crossing provides for a permanent solution that will not interfere with future bridge construction.

This resolution approves the purchase of a piece of property along the west bank of the river to facilitate the construction of an under-river line and the placement of the pipes and manholes necessary to connect it to our existing system.

This property was selected as the most advantageous property by the Infrastructure Committee, for the under-river installation and the future needs of the city. The City Attorney has drafted the attached Ernest Money agreement defining the terms of the purchase.

This purchase is contingent on a geo-tech survey that will determine if soils under the riverbed are conducive to the directional bore method that will be used for line replacement.

The alternate to under-river bore would be a temporary line along the existing bridge until a permanent line can be installed on the new bridge.

I support this Resolution and urge its adoption.

RESOLUTION NO. 33-2024

**A RESOLUTION OF OMAK CITY COUNCIL APPROVING
THE PURCHASE OF REAL PROPERTY FOR THE REPAIR
AND IMPROVMENTS OF THE NORTH SEWER RIVER
CROSSING.**

WHEREAS, a sewer mainline that crosses the Okanogan River has failed and is in need of replacement; and

WHEREAS, replacement of “in kind” and “in place” is prohibitive, due to environmental concerns and the replacement of the SR155 bridge; and

WHEREAS, a location, for the construction and placement of new sewer components, is need on the west bank of the river to facilitate the connection of a new sewer main, that is proposed to be bored underneath the river channel; and

WHEREAS, three locations were considered for the construction location. Okanogan County Parcel #1420050702 was selected for acquisition, due to its availability and proximity to existing sewer system infrastructure, and

WHEREAS, an agreement with the owner of this parcel has been negotiated that will allow the city to perform geo-tech surveys to confirm that the site is suitable for our construction needs, and its eventual purchase, should the survey results be favorable.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the purchase of Real Property for the repair and improvements of the North Sewer River Crossing, Parcel #1420050702, the Purchase agreement attached hereto as Exhibit “A”, is approved. The mayor is authorized to execute this agreement and all forthcoming documents for the acquisition of the property under the terms of this agreement.

INTRODUCED AND PASSED BY THE CITY COUNCIL OF THE CITY OF OMAK, WASHINGTON, this _____ day of _____, 2024

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

EARNEST MONEY RECEIPT AND AGREEMENT

THE UNDERSIGNED, Kenneth R. Little, hereinafter referred to as "**Seller**", acknowledges receipt of One Dollar (\$1.00) and other good and valuable consideration, as earnest money for the purchase by the City of Omak, as "**Purchaser**", of the real property situated in Okanogan County, Washington, and more particularly described as: Okanogan County Parcel No. 1420050702, more particularly described as the North 90 feet of Lot 7, Block 5, City of Omak, Okanogan County, Washington. Seller and Purchaser agree that the aforementioned real property description may be corrected or amended by the closing agent prior to closing to conform to the actual boundaries of such property.

1. PURCHASE PRICE AND TERMS. The total purchase price for such property is the sum of One Hundred Ten Thousand Dollars (110,000.00), which shall be paid in cash at the time of closing.

2. TAXES. Real estate taxes and assessments due by Seller shall be prorated and paid by Seller as part of closing.

3. TITLE INSURANCE. The Seller shall furnish a policy of title insurance in the amount of the purchase price showing good and marketable title, free and clear of encumbrances, utility charges, and assessments, except for easements, covenants and restrictions of record. Costs thereof shall be considered part of the closing costs and shall be paid by Purchaser.

4. TERM. This Earnest Money Agreement shall be binding upon the parties hereto for 120 days, unless extended by mutual agreement of the parties.

5. POSSESSION. The Purchasers shall be entitled to possession of the above-said property as of the date of closing.; however, the Purchaser shall have the right, during the term of this agreement, to enter upon the subject property to complete exploratory work, including a geo-tech survey, to include, but not necessarily limited to, the digging of a test hole(s) on the subject property, on the condition that if the said survey is unsuccessful, in the sole discretion of the Purchaser, any and all such test holes will be properly filled and the property shall be restored to as good or better condition.

6. DEED. Title to the above-described real property shall be conveyed to the Purchasers by Statutory Warranty Deed, free and clear of all encumbrances, utility charges and assessments, except for easements, covenants and restrictions of record.

7. **Closing.** This sale shall be closed in the Office of WFG National Title, Okanogan, Washington on or before 120 days from the date hereof.

8. **Closing Costs.** All closing costs shall be borne by the Buyer.

9. **Successors:** This agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the parties.

10. **Warranties.** The rights, obligations, covenants and warranties set forth herein shall survive the close of the escrow and remain binding and enforceable and unaffected by the delivery and/or recordation of the deed from Seller to Purchaser for the subject property, or any doctrine of merger.

There are no verbal or other agreements that modify or affect this agreement. Time is of the essence of this agreement.

DATED this ____ day of _____, 2024.

SELLER:

Kenneth R. Little

PURCHASER:

City of Omak, a municipal corporation:

By _____
Cindy Gagne, Mayor

Attest: _____
Connie Thomas, City Clerk

MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: April 1, 2024

Subject: **Resolution No. 34-2024** Approving a supplemental agreement for design of the Central Avenue Reconstruction Phase II project.

The Attached Resolution: **34-2024 Approving a Consultant Agreement with Gray & Osborne, INC. For design of the Central Avenue Reconstruction Phase II project.** is forwarded for your consideration.

The Central Avenue Reconstruction Phase II project is now ready for design. This agreement secures the services needed.

I support this resolution and urge its adoption.

RESOLUTION NO. 34-2024

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A
CONSULTANT SUPPLEMENTAL AGREEMENT WITH GRAY &
OSBORNE, INC. FOR CENTRAL AVENUE RECONSTRUCTION
PHASE II DESIGN**

WHEREAS, the City of Omak has been approved and has accepted a grant from the Washington State Transportation Improvement Board (T.I.B) for construction of the Central Avenue Reconstruction Phase II project; and

WHEREAS, Gray and Osborne was selected to provide services for the design of the Central Avenue Reconstruction Phase II project; and

WHEREAS, a Washington State Transportation Improvement Board, Consultant Supplemental Agreement has been prepared, that identifies the scope of work, responsibilities, and costs of design for this project.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Omak, Washington approves the Consultant Supplemental Agreement with Gray and Osborne Inc. for Central Avenue Reconstruction Phase II project, a copy of which is attached as Exhibit "A". The Mayor is authorized to execute the Consultant Agreement on behalf of the City.

INTRODUCED and passed this _____ day of _____, 2024.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney



Transportation Improvement Board (TIB)
Consultant Agreement

**III
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

**IV
TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

**V
PAYMENT**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

**VI
SUBCONTRACTING**

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

**VII
EMPLOYMENT**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANTs employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

**VIII
NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



Consultant Agreement

IX

TERMINATION OF AGREEMENT

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination other corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.



**X
 CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI
 DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII
 VENUE, APPLICABLE LAW AND
 PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII
 LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV
 EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.



Transportation Improvement Board (TIB)

Consultant Agreement

XVII CERTIFICATION OF THE CONSULTANT AND THE AGENCY

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

XVIII COMPLETE AGREEMENT

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

XIX EXECUTION AND ACCEPTANCE

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV ENDORSEMENT OF PLANS

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

XVI TIB AND AGENCY REVIEW

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.


| | | | |
|------------|---|---------|-------|
| By |  | By | _____ |
| | Michael B. Johnson, P.E., President | | Mayor |
| Consultant | _____ | City of | _____ |
| | Gray & Osborne, Inc. | | Omak |



EXHIBIT A-1 Certification of Consultant

| | |
|-------------------------------|-----------------|
| Project No. 6-E-987(008)-1 | City of Omak |
|-------------------------------|-----------------|

I hereby certify that I am Michael B. Johnson, P.E. a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

3/14/24

Date

Michael B. Johnson

Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Omak, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature-Mayor



EXHIBIT B-1 Scope of Work

Project No.
 6-E-987(008)-1

Describe the Scope of Work

The City of Omak, with financial assistance (grant) from the Washington State Transportation Improvement Board (TIB), desires to improve Central Avenue from Cedar Street to Fir Street (approximately 900 feet). The proposed project location is shown below.



Unless otherwise directed and approved by the City and the TIB, the project will be designed in conformance with the TIB grant applications (FY 2025 projects). This scope of work includes the following assumptions:

Roadway Geometry: From Cedar Street to Elm Street, the roadway will be narrowed, and reconstructed with two 10-foot wide travel lanes, two 8-foot wide parking lanes, and curb and gutter on each side, with the existing sidewalks being protected in place. From Elm Street to Fir Street, two 10-foot wide travel lanes plus curb and gutter will be constructed on each side. A 5-foot sidewalk will be constructed on the south side of the roadway. Curb bulb-outs will be added to shorten crossing distances.

Roadway Section/Pavement Thickness: The roadway section thickness will be determined by geotechnical analysis, which will include a pavement design. Roadway section options include traditional reconstruction with crushed surfacing materials and HMA; or pulverization and treatment of the existing roadway base with cement, followed by an overlay with HMA.

Stormwater: The project will include installation of curb, gutter, and storm drainage facilities. Existing storm drain piping is in poor condition and will be replaced in-kind. It is assumed that the existing storm drainage system in Central Avenue has adequate capacity and no downstream analysis will be provided.

Permits: It is anticipated that a SEPA checklist will not be required as part of this project. It is anticipated that an Ecology Construction Stormwater Erosivity Waiver will be required.



Cultural Resources: Per the TIB Design Phase Approval letter, a cultural resource assessment is required. It is understood that the City will coordinate with its local tribal liaison to fulfill these requirements. If a cultural resource assessment is determined to be necessary as part of this scope, it will be negotiated as an extra item of work.

Topographic Survey: It is assumed that a limited topographic survey of the project site will be completed. It is assumed that the footprint of the improvements will lie entirely within the existing right-of-way and will not require right of way acquisition.

Task 1 — Project Management

- A. Provide overall project management services including:
 - 1. Project-staff management;
 - 2. Implementation of quality control program; and
 - 3. Management of project budget and schedule.

Task 2 — Community and Agency Coordination

- A. Participate at one project meeting with City staff to review project, project concerns, status of deliverables, budget, critical path items, any new project concerns, etc., during the course of the project.

Task 3 — Quality Assurance/Quality Control Meetings

- A. Conduct two in—house quality assurance/quality control (QA/QC) meetings during the course of the project. The meetings will take place at approximately 50 and 90 percent completion status. The meetings will include review by qualified senior staff members, key design team members, and Agency staff (as desired). Provide draft documents to funding agency and incorporate funding agency comments.
- B. Incorporate pertinent recommendations and suggestions into bid/construction documents regarding QA/QC.

Task 4 — Project Funding Agency Coordination

- A. The Engineer shall coordinate their work (as applicable) as authorized by the City with the City's funding agency (TIB) and assist the City in preparing project forms, on-line reimbursement requests, and other required paperwork.

Task 5 – Geotechnical Analysis (Subconsultant)

- A. Subcontract and coordinate geotechnical work with a qualified and licensed geotechnical firm.
- B. Review and comment on subconsultant submittals.
- C. Provide these additional services via a geotechnical subconsultant.
 - 1. **Site Reconnaissance/Subsurface Exploration** – Subconsultant will perform a site reconnaissance to observe soil conditions and existing pavement thickness. Subconsultant will observe test holes to be excavated by the City within the roadway area. Up to three test pits will be excavated for this project. The test pits will be excavated to a maximum depth of about 10 feet. The existing soil conditions will be documented.

The City will excavate, backfill, and compact the test holes, provide utility clearance and traffic control (if needed).
 - 2. **Laboratory Tests** – Select soil samples for moisture content testing, grain size analysis, and cation exchange capacity. The test results will aid in soil classification, and will be used to determine the engineering properties of the soil. The grain size analyses will also be used to evaluate the infiltration potential of the soils based on the methodology outlined in the current Ecology stormwater design manual.



The cation exchange capacity tests results will be used to evaluate the treatment potential of the site soils. No in situ infiltration tests are included in this scope of work.

3. **Report** – Subconsultant will prepare a report summarizing the findings, including a site map showing locations of test borings, summary of test pits and description of subsurface conditions, and recommendations for pavement thickness, suitability of site soils for infiltration and treatment, and estimated infiltration rates based on grain size analysis, and general earthwork recommendations.

Task 6 — Right-of-Way and Topographical Survey

- A. Establish vertical and horizontal (right-of-way) control for survey and mapping within project corridor.
- B. Acquire records of survey, plat maps, assessor maps, etc., as required for establishing right-of-way. Identify right-of-way (centerline and edges).
- C. Acquire limited topographical survey of site (within and adjacent to project corridor) to include referencing surface grades, utility markings, pavement edges, curb and gutter, sidewalk, sidewalk curb ramps, driveways, utility structures, including utility poles, hydrants, valves, sanitary, and storm facilities, and water facilities in sufficient detail to support design of the project. This work may involve the use of a survey-capable unmanned aerial vehicle (UAV) to provide a high-resolution aerial image and additional topographic data.
- D. Acquire off-site survey at properties abutting project corridor, intersecting streets, and all driveways to facilitate incorporation of ingress/egress corridors into design and in sufficient details to identify impacts and provide adequate mitigation to adjacent properties. Extend topography to back of curb/sidewalk, where determined to be necessary by the Engineer. Note: This work assumes right of access will be granted by property owners for this work if needed.
- E. Incorporate all electronic files (produced by survey) and create a base map of the project corridor, adjacent parcel lines, and existing utilities of record and/or surveyed utilities.

Task 7 – Utility Data and Acquisition

- A. Coordinate One-Call utility locates.
- B. Solicit record drawings and other utility documentation as may be available from existing utilities within the project area.
- C. Review data provided by utility companies and incorporate into design products as may be applicable.
- D. Coordinate with utility owners for facility relocation or upgrades, if required.

Task 8 — Preliminary Design

- A. Prepare preliminary plans (50 percent design level) in City approved format. The Plans will utilize Washington State Department of Transportation (WSDOT) and City design standards, as applicable. Provide Plans to TIB for review and comment.
- B. Prepare specifications in City-approved format, to also include proposal, contract, bonds, and insurance documents/requirements and related documentation. The Specifications will be prepared with reference to the current WSDOT Standard Specifications for Road, Bridge, and Municipal Construction and City design standards, as applicable.
- C. Analyze the proposed roadway corridor for collection, and treatment of the proposed stormwater system. This Contract, including our scope of work, assumes that infiltration on-site is feasible or that adequate downstream



capacity in the existing storm sewer system exists and downstream and off-site storm improvements beyond the scope of this project will not be required.

- D. Prepare preliminary plans, drawings, special details, etc., of all motorized and non-motorized facilities including road improvements, sidewalk curb ramps, road striping, and related facilities at 90 percent level of design, and in City— approved format to include updated Engineer's construction cost estimate(s). Submit (two copies) of plan sets and specifications (including updated cost estimates) to City for review and comment at 90 percent. Incorporate applicable City comments. Format of plan sets shall be similar to other transportation and TIB funded products the Engineer has prepared for the City and modeled after the current Standard Specifications.
- E. Submit 90 percent level plans to TIB for review/approval. Incorporate any review comments received into the final design.

Task 9 – Temporary Construction and Right-of-Way Documentation

- A. Identify areas on adjacent private property where temporary construction permits need to be acquired to facilitate construction. This may include small, parallel, and adjacent strips of land or driveway areas needed to be reconstructed and incorporated into project documents.
- B. Prepare generic temporary construction permits for City distribution and acquisition as may be required.

Note: Right-of-way acquisition is not anticipated nor included in our scope of work. If such is required, it will be negotiated as an extra.

Task 10 — Final Design Plans and Specifications

- A. Prepare final (100%) project plans, specifications, and cost estimates to include evaluation and/or incorporation of all previous and pertinent City, and/or funding agency review comments.
- B. Submit final plans, specifications, engineer's cost estimate (construction), and TIB Bid Authorization form to the City and TIB and solicit authorization to bid the project from both the City and TIB.

Task 11 — Bid and Award Services

- A. Prepare bid advertisement and distribute to up to two newspapers (Daily Journal of Commerce as well as City's newspaper of record). Our fees do not include cost of publication of advertisements.
- B. Prepare and post electronic bid documents (PDF format) to Gray & Osborne's Bid Document Distribution System website. Maintain bidders list.
- C. Answer bid inquiries during bid phase, to include providing written clarification as may be required.
- D. Prepare and distribute any bid addenda as required.
- E. Attend bid opening, review bids tendered, check references of responsible, qualified low bidder, prepare and distribute bid summary, and prepare and transmit Engineer's "Letter of Recommendation for Award." Coordinate with City and TIB.



Construction Engineering Services

The Engineer shall provide Construction Engineering Services as may be further desired by the City and at the City's option. If the City elects to exercise this option, the Engineer shall prepare a scope and fee for this additional work for the City's review and approval. Since the extent of this work cannot be reasonably determined at this time, it will be prepared at the completion of the design phase as a contract supplement. The Engineer will also be entitled to subcontract work to a qualified firm as further approved by the City.

Documents to be Furnished by the Consultant

- One electronic copy of the Project Specifications and Construction Drawings in Portable Document Format (PDF).



EXHIBIT C-2 Payment (Cost Plus Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANT's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

1. Direct Salary Costs

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

2. Overhead Costs

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. Actual Cost: If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. Actual Cost Not To Exceed Maximum Percent: If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. Fixed Rate: If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANT's cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Nonsalary Cost

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

4. Fixed Fee

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.



Transportation Improvement Board (TIB)
Consultant Agreement

Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

5. Maximum Total Amount Payable

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

C. Final Payment

Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims of any nature which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

D. Inspection of Cost Records

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



EXHIBIT D-1
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

| | | | | | |
|---|------------------|---|--------------|------------------------|------------------|
| Prepared by Tim DeVries, P.E. | | | | Date March 12, 2024 | |
| Project Central Avenue Reconstruction Phase II | | | | | |
| Direct Salary Cost (DSC) | | | | | |
| Classification | Man Hours | | Rate | | Cost |
| Principal-In-Charge | 14 | x | \$46 to \$75 | = | \$840 |
| Project Manager | 80 | x | \$42 to \$75 | = | \$4,800 |
| Project Engineer | 208 | x | \$38 to \$57 | = | \$9,984 |
| AutoCAD/GIS Tech./Engineering Intern | 168 | x | \$20 to \$54 | = | \$7,392 |
| Survey Crew (2 Person) | 30 | x | \$55 to \$94 | = | \$1,650 |
| Professional Land Surveyor | 50 | x | \$38 to \$61 | = | \$3,400 |
| TOTAL DSC | | | | | \$28,066 |
| OVERHEAD (OH Cost including Salary Additives) | | | | | |
| OH Rate x DSC or 186% x \$28,066 | | | | | \$52,203 |
| FIXED FEE (FF) | | | | | |
| FF Rate x DSC or 42% x \$28,066 | | | | | \$11,788 |
| REIMBURSABLES | | | | | |
| Misc. Expenses, including mileage, per diem (room and board), Reproduction, etc. | | | | | \$4,551 |
| SUBCONSULTANT COST (See Exhibit G) (including 10% Administrative Overhead) | | | | | \$9,592 |
| GRAND TOTAL | | | | | \$106,200 |



EXHIBIT D-2
Consultant Fee Determination Summary Sheet
 (Specific Rates of Pay)
FEE SCHEDULE

| Discipline or Job Title | Hourly Rate | Overhead 186% | Profit 42% | Rate Per Hour |
|--------------------------------------|-------------|-------------------|-----------------|-------------------|
| AutoCAD/GIS Tech./Engineering Intern | \$20-\$54 | \$37.20-\$100.44 | \$8.40-\$22.68 | \$65.60-\$177.12 |
| Electrical Engineer | \$38-\$69 | \$70.68-\$128.34 | \$15.96-\$28.98 | \$124.64-\$226.32 |
| Structural Engineer | \$36-\$67 | \$66.96-\$124.62 | \$15.12-\$28.14 | \$118.08-\$219.76 |
| Environmental Tech./Specialist | \$28-\$52 | \$52.08-\$96.72 | \$11.76-\$21.84 | \$91.84-\$170.56 |
| Engineer-In-Training | \$30-\$55 | \$55.80-\$102.30 | \$12.60-\$23.10 | \$98.40-\$180.40 |
| Civil Engineer | \$35-\$55 | \$65.10-\$102.30 | \$14.70-\$23.10 | \$114.80-\$180.40 |
| Project Engineer | \$38-\$57 | \$70.68-\$106.02 | \$15.96-\$23.94 | \$124.64-\$186.96 |
| Project Manager | \$42-\$75 | \$78.12-\$139.50 | \$17.64-\$31.50 | \$137.76-\$246.00 |
| Principal-in-Charge | \$46-\$75 | \$85.56-\$139.50 | \$19.32-\$31.50 | \$150.88-\$246.00 |
| Resident Engineer | \$38-\$58 | \$70.68-\$107.88 | \$15.96-\$24.36 | \$124.64-\$190.24 |
| Field Inspector | \$30-\$56 | \$55.80-\$104.16 | \$12.60-\$23.52 | \$98.40-\$183.68 |
| Field Survey Crew (2 Person) | \$55-\$94 | \$102.30-\$174.84 | \$23.10-\$39.48 | \$180.40-\$308.32 |
| Field Survey Crew (3 Person) | \$91-\$130 | \$169.26-\$241.80 | \$38.22-\$54.60 | \$298.48-\$426.40 |
| Professional Land Surveyor | \$38-\$61 | \$70.68-\$113.46 | \$15.96-\$25.62 | \$124.64-\$200.08 |
| Secretary/Word Processor* | N/A | N/A | N/A | N/A |

* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.65 per mile or the current maximum IRS rate without receipt IRS Section 162(a).



EXHIBIT E-1
Breakdown of Overhead Cost

GRAY & OSBORNE

COMPUTATION OF OVERHEAD MULTIPLIER

| | |
|---|---------------|
| Federal, State, and Local Taxes | 21.2% |
| Insurance and Medical..... | 23.0% |
| Professional Development and Education..... | 0.6% |
| Sick Leave, Vacations and Holidays..... | 14.2% |
| Administration (Typing, CADD, GIS, Computer)**..... | 37.2% |
| Rent, Utilities, and Depreciation..... | 19.0% |
| Office Expenses, Support and Maintenance..... | 5.1% |
| Travel..... | 2.0% |
| Retirement and Incentive Program..... | 63.4% |
| Facilities Cost of Capital | 0.3% |
| TOTAL: | 186.0% |

**Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



EXHIBIT G-1 Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Geotechnical

PanGEO, Inc. \$8,720

Note: Amount shown above does not include 10 percent Administrative Overhead as shown in Exhibit D-1.

MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: April 1, 2024

Subject: **Resolution No. 35-2024** Approving a supplemental agreement for design of the Jonathan Avenue project.

The Attached Resolution: **35-2024 Approving a Consultant Agreement with Gray & Osborne, INC. For design of the Jonathan Avenue project.** is forwarded for your consideration.

The Jonathan Avenue project is now ready for design. This agreement secures the services needed.

I support this resolution and urge it's adoption

RESOLUTION NO. 35-2024

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A
CONSULTANT SUPPLEMENTAL AGREEMENT WITH GRAY &
OSBORNE, INC. FOR JONATHAN AVENUE DESIGN PHASE**

WHEREAS, the City of Omak has been approved and has accepted a grant from the Washington State Transportation Improvement Board (T.I.B) for construction of the Jonathan Avenue project; and

WHEREAS, Gray and Osborne was selected to provide services for the design of the Jonathan Avenue project; and

WHEREAS, a Washington State Transportation Improvement Board Consultant Supplemental Agreement has been prepared, that identifies the scope of work, responsibilities, and cost of Design for this project.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Omak, Washington approves the Consultant Supplemental Agreement with Gray and Osborne Inc. for Jonathan Avenue project, a copy of which is attached as Exhibit "A". The Mayor is authorized to execute the Consultant Agreement on behalf of the City.

INTRODUCED and passed this _____ day of _____, 2024.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney



Consultant Agreement

III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANTs employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



Consultant Agreement

IX

TERMINATION OF AGREEMENT

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANTs obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANTs noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANTs failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination other corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCYs concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.



**X
 CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI
 DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII
 VENUE, APPLICABLE LAW AND
 PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII
 LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV
 EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.



Transportation Improvement Board (TIB)
Consultant Agreement

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.


| | | | |
|------------|---|---------|-------|
| By |  | By | _____ |
| | Michael B. Johnson, P.E., President | | Mayor |
| Consultant | _____ | City of | _____ |
| | Gray & Osborne, Inc. | | Omak |



EXHIBIT A-1 Certification of Consultant

| | |
|-------------------------------|-----------------|
| Project No. 6-E-987(007)-1 | City of Omak |
|-------------------------------|-----------------|

I hereby certify that I am Michael B. Johnson, P.E. a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

3/14/24

Date



Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Omak, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature-Mayor

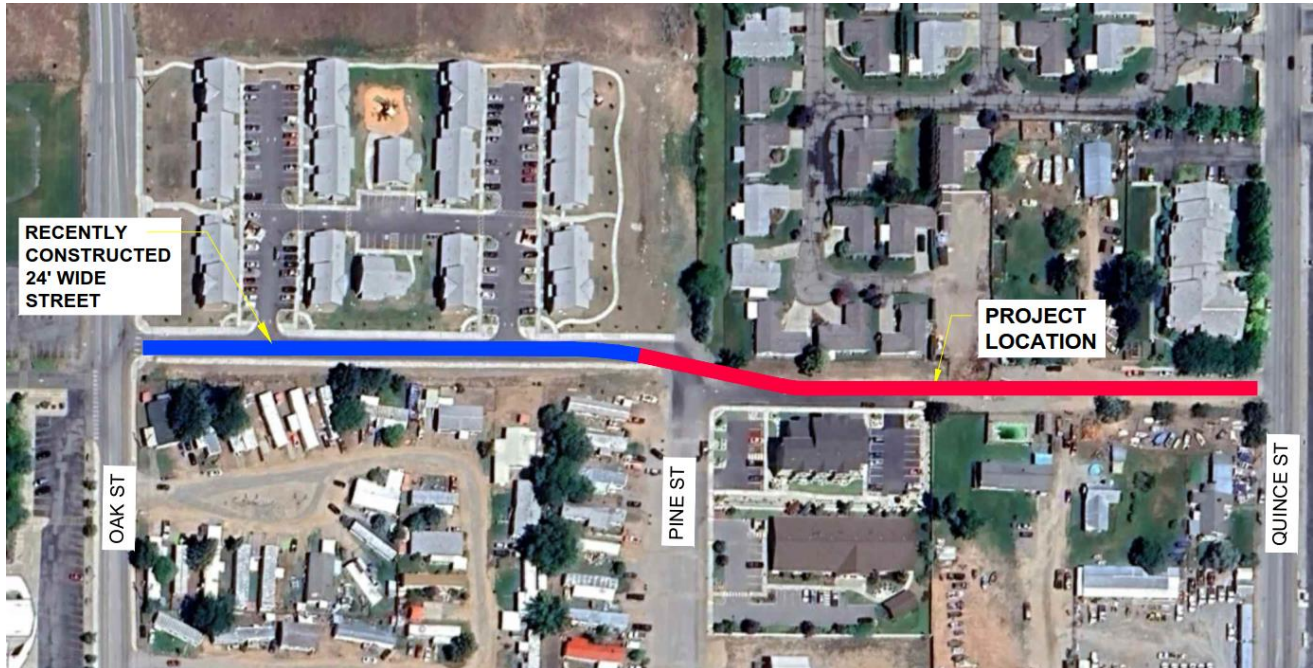


EXHIBIT B-1 Scope of Work

Project No.
 6-E-987(007)-1

Describe the Scope of Work

The City of Omak, with financial assistance (grant) from the Washington State Transportation Improvement Board (TIB), desires to improve Jonathan Avenue from Pine Street to Quince Street (approximately 700 feet). The proposed project location is shown below.



Unless otherwise directed and approved by the City and the TIB, the project will be designed in conformance with the TIB grant applications (FY 2025 projects). This scope of work includes the following assumptions:

Roadway Geometry: The roadway will be reconstructed with two 11-foot wide travel lanes, two 8-foot wide parking lanes, and curb and gutter on each side. A five foot wide sidewalk will be placed on each side of the street. The intersection of Jonathan Avenue and Pine Street will be realigned.

Roadway Section/Pavement Thickness: The roadway will be constructed with 9-inches of crushed surfacing materials and 3 inches of HMA to match the recently constructed section of Jonathan Avenue in the project area.

Stormwater: The project will include installation of curb, gutter, and storm drainage facilities. Stormwater will be infiltrated on-site with pretreatment where required. Previously completed geotechnical analysis will be used to determine soil infiltration rates/capacity.

Illumination: Illumination will be added per City standards.

Permits: It is anticipated that a SEPA checklist will not be required as part of this project. It is anticipated that an Ecology Construction Stormwater Erosivity Waiver will be required.

Cultural Resources: Per the TIB Design Phase Approval letter, a cultural resource assessment is required. It is understood that the City will coordinate with its local tribal liaison to fulfill these requirements. If a cultural resource assessment is determined to be necessary as part of this scope, it will be negotiated as an extra item of work.



Topographic Survey: It is assumed that a limited topographic survey of the project site will be completed. It is assumed that the footprint of the improvements will lie entirely within the existing right-of-way and will not require right of way acquisition.

Task 1 — Project Management

- A. Provide overall project management services including:
 - 1. Project-staff management;
 - 2. Implementation of quality control program; and
 - 3. Management of project budget and schedule.

Task 2 — Community and Agency Coordination

- A. Participate at one project meeting with City staff to review project, project concerns, status of deliverables, budget, critical path items, any new project concerns, etc., during the course of the project.

Task 3 — Quality Assurance/Quality Control Meetings

- A. Conduct two in—house quality assurance/quality control (QA/QC) meetings during the course of the project. The meetings will take place at approximately 50 and 90 percent completion status. The meetings will include review by qualified senior staff members, key design team members, and Agency staff (as desired). Provide draft documents to funding agency and incorporate funding agency comments.
- B. Incorporate pertinent recommendations and suggestions into bid/construction documents regarding QA/QC.

Task 4 — Project Funding Agency Coordination

- A. The Engineer shall coordinate their work (as applicable) as authorized by the City with the City's funding agency (TIB) and assist the City in preparing project forms, on-line reimbursement requests, and other required paperwork.

Task 5 — Right-of-Way and Topographical Survey

- A. Establish vertical and horizontal (right-of-way) control for survey and mapping within project corridor.
- B. Acquire records of survey, plat maps, assessor maps, etc., as required for establishing right-of-way. Identify right-of-way (centerline and edges).
- C. Acquire limited topographical survey of site (within and adjacent to project corridor) to include referencing surface grades, utility markings, pavement edges, curb and gutter, sidewalk, sidewalk curb ramps, driveways, utility structures, including utility poles, hydrants, valves, sanitary, and storm facilities, and water facilities in sufficient detail to support design of the project. This work may involve the use of a survey-capable unmanned aerial vehicle (UAV) to provide a high-resolution aerial image and additional topographic data.
- D. Acquire off-site survey at properties abutting project corridor, intersecting streets, and all driveways to facilitate incorporation of ingress/egress corridors into design and in sufficient details to identify impacts and provide adequate mitigation to adjacent properties. Extend topography to back of curb/sidewalk, where determined to be necessary by the Engineer. Note: This work assumes right of access will be granted by property owners for this work if needed.
- E. Incorporate all electronic files (produced by survey) and create a base map of the project corridor, adjacent parcel lines, and existing utilities of record and/or surveyed utilities.

Task 6 – Utility Data and Acquisition

- A. Coordinate One-Call utility locates.



Consultant Agreement

- B. Solicit record drawings and other utility documentation as may be available from existing utilities within the project area.
- C. Review data provided by utility companies and incorporate into design products as may be applicable.
- D. Coordinate with utility owners for facility relocation or upgrades, if required.

Task 7 — Preliminary Design

- A. Prepare preliminary plans (30 percent design level) in City approved format. The Plans will utilize Washington State Department of Transportation (WSDOT) and City design standards, as applicable. Provide Plans to TIB for review and comment.
- B. Prepare specifications in City-approved format, to also include proposal, contract, bonds, and insurance documents/requirements and related documentation. The Specifications will be prepared with reference to the current WSDOT Standard Specifications for Road, Bridge, and Municipal Construction and City design standards, as applicable.
- C. Analyze the proposed roadway corridor for collection, treatment, and detention capacity of the proposed stormwater system. This Contract, including our scope of work, assumes that infiltration on-site is feasible, and downstream and off-site storm improvements beyond the scope of this project will not be required.

Note: Previously completed geotechnical analysis will be used to determine soil infiltration rates/capacity. No new geotechnical explorations/analysis/reports are included in this scope of work.

- D. Prepare preliminary plans, drawings, special details, etc., of all motorized and non-motorized facilities including road improvements, sidewalk curb ramps, road striping, and related facilities at 90 percent level of design, and in City—approved format to include updated Engineer's construction cost estimate(s). Submit (two copies) of plan sets and specifications (including updated cost estimates) to City for review and comment at 90 percent. Incorporate applicable City comments. Format of plan sets shall be similar to other transportation and TIB funded products the Engineer has prepared for the City and modeled after the current Standard Specifications.
- E. Incorporate/coordinate street light/illumination design with Okanogan County PUD. Street lighting analysis and standards will be determined by Okanogan County PUD. Street lighting improvements provided by Okanogan County PUD to the City will be included in the Plans and Specifications for the project as necessary.
- F. Submit 90 percent level plans to TIB for review/approval. Incorporate any review comments received into the final design.

Task 8 – Temporary Construction and Right-of-Way Documentation

- A. Identify areas on adjacent private property where temporary construction permits or right-of-way is needed to be acquired to facilitate construction. This may include small, parallel, and adjacent strips of land or driveway areas needed to be reconstructed and incorporated into project documents.
- B. Prepare generic temporary construction permits for City distribution and acquisition as may be required.
- C. Prepare legal descriptions and quit claim deeds for right-of-way acquisition in a city provided format.

Note: This scope does not include appraisals, obtaining title guarantees, or negotiation with property owners. If these items are required, they will be negotiated as an extra cost.



Task 9 — Final Design Plans and Specifications

- A. Prepare final (100%) project plans, specifications, and cost estimates to include evaluation and/or incorporation of all previous and pertinent City, and/or funding agency review comments.
- B. Submit final plans, specifications, engineer's cost estimate (construction), and TIB Bid Authorization form to the City and TIB and solicit authorization to bid the project from both the City and TIB.

Task 10 — Bid and Award Services

- A. Prepare bid advertisement and distribute to up to two newspapers (Daily Journal of Commerce as well as City's newspaper of record). Our fees do not include cost of publication of advertisements.
- B. Prepare and post electronic bid documents (PDF format) to Gray & Osborne's Bid Document Distribution System website. Maintain bidders list.
- C. Answer bid inquiries during bid phase, to include providing written clarification as may be required.
- D. Prepare and distribute any bid addenda as required.
- E. Attend bid opening, review bids tendered, check references of responsible, qualified low bidder, prepare and distribute bid summary, and prepare and transmit Engineer's "Letter of Recommendation for Award." Coordinate with City and TIB.

Construction Engineering Services

The Engineer shall provide Construction Engineering Services as may be further desired by the City and at the City's option. If the City elects to exercise this option, the Engineer shall prepare a scope and fee for this additional work for the City's review and approval. Since the extent of this work cannot be reasonably determined at this time, it will be prepared at the completion of the design phase as a contract supplement. The Engineer will also be entitled to subcontract work to a qualified firm as further approved by the City.

Documents to be Furnished by the Consultant

- One electronic copy of the Project Specifications and Construction Drawings in Portable Document Format (PDF).



EXHIBIT C-2 Payment (Cost Plus Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANT's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

1. Direct Salary Costs

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

2. Overhead Costs

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANT's cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. Direct Nonsalary Cost

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

4. Fixed Fee

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.



Consultant Agreement

Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

5. Maximum Total Amount Payable

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

B. Monthly Progress Payments

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

C. Final Payment

Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims of any nature which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

D. Inspection of Cost Records

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



EXHIBIT D-1
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

| | | | | | |
|--|------------------|---|--------------|------------------------|-----------------|
| Prepared by Tim DeVries, P.E. | | | | Date March 12, 2024 | |
| Project Jonathan Avenue | | | | | |
| Direct Salary Cost (DSC) | | | | | |
| Classification | Man Hours | | Rate | | Cost |
| Principal-In-Charge | 14 | x | \$46 to \$75 | = | \$840 |
| Project Manager | 72 | x | \$42 to \$75 | = | \$4,320 |
| Project Engineer | 186 | x | \$38 to \$57 | = | \$8,928 |
| AutoCAD/GIS Tech./Engineering Intern | 150 | x | \$20 to \$54 | = | \$6,600 |
| Survey Crew (2 Person) | 40 | x | \$55 to \$94 | = | \$2,720 |
| Professional Land Surveyor | 40 | x | \$38 to \$61 | = | \$2,160 |
| TOTAL DSC | | | | | \$25,568 |
| OVERHEAD (OH Cost including Salary Additives) | | | | | |
| OH Rate x DSC or 186% x \$25,568 | | | | | \$47,556 |
| FIXED FEE (FF) | | | | | |
| FF Rate x DSC or 42% x \$25,568 | | | | | \$10,739 |
| REIMBURSABLES | | | | | |
| Misc. Expenses, including mileage, per diem (room and board), Reproduction, etc. | | | | | \$3,737 |
| SUBCONSULTANT COST | | | | | \$0 |
| GRAND TOTAL | | | | | \$87,600 |



EXHIBIT D-2
Consultant Fee Determination Summary Sheet
 (Specific Rates of Pay)
FEE SCHEDULE

| Discipline or Job Title | Hourly Rate | Overhead 186% | Profit 42% | Rate Per Hour |
|--------------------------------------|-------------|-------------------|-----------------|-------------------|
| AutoCAD/GIS Tech./Engineering Intern | \$20-\$54 | \$37.20-\$100.44 | \$8.40-\$22.68 | \$65.60-\$177.12 |
| Electrical Engineer | \$38-\$69 | \$70.68-\$128.34 | \$15.96-\$28.98 | \$124.64-\$226.32 |
| Structural Engineer | \$36-\$67 | \$66.96-\$124.62 | \$15.12-\$28.14 | \$118.08-\$219.76 |
| Environmental Tech./Specialist | \$28-\$52 | \$52.08-\$96.72 | \$11.76-\$21.84 | \$91.84-\$170.56 |
| Engineer-In-Training | \$30-\$55 | \$55.80-\$102.30 | \$12.60-\$23.10 | \$98.40-\$180.40 |
| Civil Engineer | \$35-\$55 | \$65.10-\$102.30 | \$14.70-\$23.10 | \$114.80-\$180.40 |
| Project Engineer | \$38-\$57 | \$70.68-\$106.02 | \$15.96-\$23.94 | \$124.64-\$186.96 |
| Project Manager | \$42-\$75 | \$78.12-\$139.50 | \$17.64-\$31.50 | \$137.76-\$246.00 |
| Principal-in-Charge | \$46-\$75 | \$85.56-\$139.50 | \$19.32-\$31.50 | \$150.88-\$246.00 |
| Resident Engineer | \$38-\$58 | \$70.68-\$107.88 | \$15.96-\$24.36 | \$124.64-\$190.24 |
| Field Inspector | \$30-\$56 | \$55.80-\$104.16 | \$12.60-\$23.52 | \$98.40-\$183.68 |
| Field Survey Crew (2 Person) | \$55-\$94 | \$102.30-\$174.84 | \$23.10-\$39.48 | \$180.40-\$308.32 |
| Field Survey Crew (3 Person) | \$91-\$130 | \$169.26-\$241.80 | \$38.22-\$54.60 | \$298.48-\$426.40 |
| Professional Land Surveyor | \$38-\$61 | \$70.68-\$113.46 | \$15.96-\$25.62 | \$124.64-\$200.08 |
| Secretary/Word Processor* | N/A | N/A | N/A | N/A |

* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.65 per mile or the current maximum IRS rate without receipt IRS Section 162(a).



**EXHIBIT E-1
Breakdown of Overhead Cost**

GRAY & OSBORNE

COMPUTATION OF OVERHEAD MULTIPLIER

| | |
|--|---------------|
| Federal, State, and Local Taxes | 21.2% |
| Insurance and Medical | 23.0% |
| Professional Development and Education | 0.6% |
| Sick Leave, Vacations and Holidays | 14.2% |
| Administration (Typing, CADD, GIS, Computer)** | 37.2% |
| Rent, Utilities, and Depreciation..... | 19.0% |
| Office Expenses, Support and Maintenance | 5.1% |
| Travel | 2.0% |
| Retirement and Incentive Program | 63.4% |
| Facilities Cost of Capital..... | 0.3% |
| TOTAL: | 186.0% |

**Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



EXHIBIT G-1 Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

None.



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: April 1, 2024

To: Omak City Council, Omak Mayor Gagné

From: Chief Daniel Christensen

Subject: Resolution Number 36-2024

I am requesting support and approval for the creation of a School Resource Officer position known as an SRO. The school district, through the Superintendent's Office have worked with the Chief of Police and city leaders in the creation and shared costs and use of this position. The Omak School District Board has approved this agreement on March 26th, 2024. I am seeking approval of this agreement and believe this position is of great importance to allocate dedicated staffing and function to our school system.

In general, the agreement allocates 70% of salary and benefits covered by the school district and 50% of agreed equipment costs amortized over 10 years. This will require some upfront costs to the City of Omak.

I recommend the approval and highly support the creation of the first SRO position in our county.

Chief Christensen

RESOLUTION NO. 36-2024

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN AGREEMENT
BETWEEN THE OMAK SCHOOL DISTRICT AND THE CITY OF OMAK FOR A
SCHOOL RESOURCE OFFICER**

WHEREAS, the Police Chief and the Omak School District Superintendent have worked out an agreement to provide a School Resource Officer, and

WHEREAS, there is a need for dedicated police staffing within the Omak Schools, and

WHEREAS, the acquisition and creation of this service will continue with efficient operation and function of the City of Omak, and

WHEREAS, the City of Omak has worked through public comment and support to investigate the creation of a School Resource Officer position; and

WHEREAS, the agreement shares costs of salary, benefits, and equipment necessary for the operation and function of the position.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the Agreement between the City of Omak and the Omak School District, attached hereto as "Exhibit A" for a School Resource Officer, is approved. The Mayor is authorized to execute this agreement on behalf of the City.

DATED this _____ day of _____, 2024.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

INTERLOCAL AGREEMENT BETWEEN OMAK SCHOOL DISTRICT NO. 19 AND THE CITY OF OMAK RELATING TO SCHOOL RESOURCE OFFICERS

This Interlocal Agreement between Omak School District No. 19 and the City of Omak relating to School Resource Officer Services (the “Agreement”), made and entered into this 1st day of April, 2024, by and between the City of Omak, a non-charter code city of the State of Washington (the “City”), and Omak School District No. 19, a municipal corporation of the State of Washington (the “District”).

Recitals:

1. The District and City agree that it is in their mutual best interests to assign full-time School Resource Officers to the District campuses;
2. The City agrees to allocate one (1) full-time police officers in order to provide school resource officer services to the District;
3. The District agrees to provide funding to pay for the City’s costs in providing officers to act as school resource officers; and
4. The parties intend to enter into this Agreement pursuant to Chapter 39.34 RCW, the Interlocal Cooperation Act.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. DUTIES OF CITY

The City shall perform the following duties to the satisfaction of the School District:

1. Enter into an employment relationship with qualified persons to act as School Resource Officer (SRO) for the 2024-25 and 2025-26 school years and shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term. The terms of the said employment relationship are to be consistent with the terms and conditions of employment that exist in the City for its commissioned police officers under such circumstances.
2. Assign person hired pursuant to the preceding paragraph to work as SRO with the District with the job responsibilities as listed in Appendix A. The SRO shall be assigned to the school during all school days and normal hours of operation. For purposes of this Agreement, the parties agree that the traditional school year consists of one hundred eighty (180) days. Annually, the parties will agree to the number of training days required to maintain the SRO’s law enforcement qualifications and certification.

3. Pay persons hired pursuant to this agreement the salary and benefits they would be entitled to under the terms and conditions of employment for such positions in the City and consistent with the payroll practices of the City.
4. Send the District an invoice by the 15th day of each month in an amount equal to the total salary and benefits paid by the City for the preceding month in order to comply with the terms of this agreement.
5. The City of Omak Police Department (“Police Department”) and District representatives will mutually supervise the SRO hired as a result of this agreement, on a daily basis. However, overall supervision rests with the Police Department.

II. GENERAL PROVISIONS

1. Eligibility to Appointment as SRO:

Selection and appointment of the SRO will be made in consultation with the District Superintendent or designee. Requirements for the SRO assignment shall include:

 - a. The SRO must be a Washington state-certified law enforcement officer;
 - b. The SRO must have the desire and ability to deal effectively with a diverse student population; and
 - c. The SRO must have the ability to present a positive image and symbol of both the District and the Police Department. A goal of the services is to foster a positive connection between young people and law enforcement officers. Therefore, the personality, training, and communication skills of the SRO should be of such a nature that a positive image of the Department and its officers is reflected. The SRO should sincerely desire to work with the staff and students of all the District’s schools.
2. Change of an SRO:

Should the District determine that the performance or conduct of the SRO is not acceptable, the District Superintendent will request to meet with the Chief of Police to discuss the matter. In an effort to possibly resolve any concerns, the Superintendent and Chief of Police may also meet with the SRO. In order to request that an assigned SRO be dismissed from the assignment in the District, the Superintendent or designee shall communicate in writing to the Chief of Police a request to change the SRO, including the reasons for the requested change. If within a reasonable amount of time after the steps outlined above have been taken and the problem cannot be resolved, then the SRO shall be removed from the program in the District, and a replacement shall be obtained, when reasonably available. In the event of the resignation, dismissal, or reassignment of an SRO or in the case of a long-term absence by an SRO, the Chief of Police shall provide a temporary replacement, when reasonably available.
3. Student Records:

The District and the City agree that the exchange of information shall comply with RCW 28A.600.475, regarding student information.

School officials shall allow SRO to inspect and copy any public records maintained by the school to the extent allowed by law and otherwise in accordance with this Agreement, including student directory information such as yearbooks. However, notwithstanding any other provision herein, law enforcement officials may not inspect and/or copy confidential student education records except as allowed by the Family Educational Rights and Privacy Act (“FERPA”) or otherwise as allowed by law. The SRO is otherwise limited in his or her access to confidential student records under the provisions of the FERPA.

The disclosure of such student records to the SRO without parental consent is allowed under a state concerning “the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released...” adopted after November 19, 1974, See 34 C.F.R. § 99.31(a)(5)(i)(B) and § 99.38(a). Depending on the language of the State statute, in that it concerns the juvenile justice system and the student, disclosure can be made by the District to the SRO without parental consent or notice. For example, in the enforcement of Compulsory School Attendance, the release of confidential student records without parental consent or notice could be permitted under 34 C.F.R. § 99.31(a)(5)(i)(B). It follows that other State statutes enforced by the juvenile justice system may also meet the necessary standards for disclosure under this exception. In order to comply with the requirements of FERPA for the release of confidential student records under 34 C.F.R. § 99.31(a)(5)(i)(B), the SRO must provide the District with a certification in writing that the information contained in the student records released will not be disclosed to any other party except as provided under state law, without the prior written consent of the parent of the student. See 34 C.F.R. § 99.38(b).

If some information in a student’s cumulative record is needed in an emergency to protect the health or safety of the other student or other individuals, school officials may disclose to the SRO at their sole discretion that information that is needed to respond to the emergency situation based on the seriousness of the threat to someone’s health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

If student education records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records under FERPA following a reasonable attempt by the District to inform the parent(s) or guardian(s) of a subpoena, if required under FERPA. See 34 C.F.R. § 99.31(9)(i).

4. Employment Restrictions:

Any SRO who will have regularly scheduled unsupervised access to children pursuant to this Agreement shall be required to have completed a record check through the Washington State Patrol Criminal Identification System, under RCW

43.43.830-.834, RCW 10.97.30 and .50, and through the Federal Bureau of Investigation before hiring and prior to unsupervised access to children. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. Record checks required above shall be at the sole cost and expense of the City.

The City shall prohibit any SRO or substitute SRO employee of the City from working at a public school who has contact with children at a public school during the course of his or her employment if such individual has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322. The City shall engage in due diligence to learn whether any of such employees have pled guilty or been convicted of any such crime and shall require their employees to self-report to the City any such plea or conviction. Any failure to comply with this section shall be grounds for immediate termination of this Agreement by the District, notwithstanding any other provision in this Agreement.

5. Interviews and Arrest Procedures:

If an SRO plans to interview suspects or victims of crime, the SRO, to the extent practicable, will advise the Principal or his/her designate and work with the Principal and his/her designate to minimize disruption to the school and other students. District employees will make parental notification of such interviews in accordance with policy and established in District regulations and applicable laws. The Principal or Principal's designees may request the SRO to be present during the interview of a student. If permitted, the Principal or his/her designate will be present solely as an observer of the interview and not a participant therein. The presence of a District employee at an interview of a student regarding a criminal matter shall make said employee subject to subpoena as a witness thereto. In the event the SRO arrests a student at a District school, the SRO shall notify the Principal or his/her designate as soon thereafter as practical. In the event, that the arrested student is a juvenile, City Police Department shall notify the parents or legal guardian pursuant to City policy and procedure. The District may make all notifications as may be necessary under its own guidelines.

6. Applicable Law:

The laws of the State of Washington shall govern this Agreement.

7. Ownership of Property:

Any real or personal property used or acquired by either party to this Agreement in connection with the performance of this Agreement shall remain the sole property of such party, and the other party shall have no interest therein.

8. Purpose:

By entering into this Agreement, the parties intend merely that the City provide full-time police officers to be assigned to the designated schools within the District. The City does not intend to assume, nor does the District expect it to gain, any great responsibility or liability than that imposed through the limited nature of this

Agreement or than that imposed through the normal provision of law enforcement services to the community.

9. Assignment Prohibited:

The parties hereto may not assign or transfer the performance of any duty or service under this Agreement or any claim, right or cause of action arising under this Agreement, in whole or in part.

10. Dispute Resolution:

Any factual dispute between the City and the District related to this Agreement shall be referred for resolution to the Police Chief, or his/her designee, and the Superintendent of the District, or his/her designee. In the event the dispute cannot be resolved between the parties to each party's mutual satisfaction, the issue shall be submitted to mediation through a mutually agreeable mediator. Both parties agree to utilize this process prior to the institution of any legal action to enforce the terms and conditions of this Agreement. The cost of mediation shall be borne equally by the parties.

11. Applicable Law and Venue:

This Agreement shall be construed under the laws of the State of Washington. The venue of any legal action brought to enforce any of the terms and conditions of this Agreement shall be Okanogan County, Washington.

12. Insurance and Indemnification:

Each party to this Agreement shall indemnify, defend, and hold the other party harmless from and against any and all costs, liabilities, suits, losses, damages, claims, expenses, penalties, or other charges, including without limitation, reasonable attorney's fees and disbursements that the other party may incur or pay out by reason of:

- a. Any accidents, damages, or injuries to persons or property occurring during the Term of this agreement, but only to the extent the same were caused by any negligent or wrongful act of the indemnifying party. The provisions of this section shall survive the expiration or earlier termination of this Agreement. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a party to this Agreement.

Evidence of insurance or self-insurance coverage will promptly be provided upon request by either party.

13. Independent Contractor Status:

The City and its employees and agents shall perform all duties pursuant to this Agreement as an independent contractor. Both parties understand and agree that the

District retains its legal responsibility for the safety and security of the school district, its employees, students, and property and thus Agreement does not alter that responsibility.

14. Non-Discrimination:

No person shall, on the grounds of race, creed, color, national origin, sex, or marital status, or the presence of any sensory, mental or physical handicap, unlawfully be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed under this Agreement. Non-discrimination laws applicable to the School District and the City which each party agrees to abide by include, but are not limited to, the federal Americans with Disabilities Act (ADA).

15. Funding:

Total compensation will not exceed 70% of the annual salary and benefits of the SRO.

The parties understand and acknowledge that the sums provided under this agreement do not completely fund the position of a full-time SRO and that the City reserves the right to assign the officer to other police functions in the event of an emergent need, including but not limited to civil unrest or natural emergency.

16. Equipment:

The City may invoice the District for equipment cost not to exceed \$8,200 annually.

17. Training:

The District will compensate the City for 70% of mandatory annual trainings. Should those training occur outside of the 180 days school year, the City may invoice the District for the costs. The District will not compensate for in person trainings that occur outside of Washington State.

Prior to or within the first six months of service, the SRO will complete the classroom trainings as required by Board Policy 4311 and Administrative Procedure 4311P.

18. Overtime:

Overtime authorized and incurred by the District will be funded by the District. Overtime incurred by the City during the traditional one hundred and eighty (180) day school year will be funded by the City.

19. Leave:

70% of annual leave awarded by the City shall be considered District leave and may be taken during the traditional one hundred eighty (180) day school year. Leave used in excess of the 70% annual leave award taken during the traditional one hundred eighty (180) day school year, will be credited back to the District.

Leave used on work days other than the traditional one hundred and eighty (180) day school year, in excess of 30% of the annual leave award, may be charged to the District. The District will not compensate for any leave amounts in excess of 70% of the annual leave award.

20. Payments:

All payments of compensation and other expenditures to the City shall be conditioned upon the submission of reports from the SRO which specify the date(s), extent, and nature of the performance which has been rendered; and the SRO's performance to the satisfaction of the School District.

Salary, benefits, equipment, training and leave costs shall be prorated should the SRO position not fulfill the traditional school days or be vacant.

21. Termination:

The City and the School District acknowledge that entering into this Agreement may result in financial commitments by the other party to this Agreement. Therefore, the parties agree that they will not terminate this Agreement prior to the expiration date without the written consent of the other party. In the event of unilateral termination with consent, the terminating party agrees to indemnify and pay for any financial loss, which results to the other party.

22. Verbal Agreements:

This written contract constitutes the mutual agreement between the School District and the City in a whole. No alteration or variation of the terms of this contract and no oral understandings or agreements not incorporated herein shall be binding.

23. Legal Requirements:

The City and the District shall at all times exercise their rights and perform their respective obligations under this Agreement in full compliance with all applicable laws, ordinances, rules, and regulations of any public authority having jurisdiction.

Dated: _____

Dated: _____

OMAK SCHOOL DISTRICT #19

CITY OF OMAK

By _____
Michael L. Porter, Superintendent

By _____
Daniel J. Christensen, Chief of Police

APPENDIX A

DUTIES AND RESPONSIBILITIES OF SROs

The duties and responsibilities of the SRO include, but are not limited to, the following:

1. Act as a resource person in the area of law enforcement education;
2. Conduct criminal investigations involving violations of the law on District property;
3. Maintain peace on District property;
4. Make arrests and referrals of criminal law violators;
5. Provide police counseling to students when requested by the Principal or the Principal's designee;
6. Secure, handle, and preserve all evidence;
7. Make referrals to social service agencies as appropriate;
8. Wear the official police uniform which shall be provided at the expense of the City. However, civilian attire may be worn on such occasions as may be mutually agreed upon by the District and Department;
9. Follow and conform to all state and federal laws and to all policies and procedures of the Department and District;
10. Attend all Department mandatory training as needed to maintain law enforcement qualifications and certification;
11. Help ensure school safety;
12. Build positive interpersonal relationships with school families, students, and staff;
13. Help resolve and de-escalate potentially difficult circumstances and situations at school; and
14. Perform such other duties as mutually agreed upon by the City or its designee and the District Superintendent or his/her designee so long as the performance of such duties is legitimately and reasonably related to the SRO services described in this Agreement and so long as such duties are consistent with state and federal law and the policies and procedures of the City and the District.

SRO equipment cost estimation

| | Yr 1 | Yr 2 | Yr 3 | Yr 4 | Yr 5 | Yr 6 | Yr 7 | Yr 8 | Yr 9 | Yr 10 | | |
|-----------------------------------|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------------------|---|
| Uniforms and duty gear | \$3,165 | | | | | | | | | | one time | this cost will adjust depending on new hire vs existing |
| Boot allowance | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | \$200 | per year | CBA (Collective Bargaining Agreement) |
| Annual uniform allowance | \$750 | \$750 | \$750 | \$750 | \$750 | \$750 | \$750 | \$750 | \$750 | \$750 | per year | CBA |
| Ballistic Vest | \$1,450 | | | | | \$1,450 | | | | | every 5 years | mandatory safety item CBA |
| Radio (portable) | \$1,644 | | | | | | | | | | 10 years | mandatory safety item |
| Badges | \$225 | | | | | | | | | | one time | |
| Pistol | \$900 | | | | | | | | | | one time | mandatory safety item CBA |
| Rifle | \$2,750 | | | | | | | | | | one time | mandatory safety item CBA |
| Taser and Body Worn Camera | \$4,800 | \$4,800 | \$4,800 | \$4,800 | \$4,800 | \$4,800 | \$4,800 | \$4,800 | \$4,800 | \$4,800 | per year | legislatively required recording interactions/less lethal |
| Laptop | \$2,800 | | | \$2,800 | | | \$2,800 | | | \$2,800 | every 3 years | |
| Cell phone and MIFI | \$900 | \$900 | \$900 | \$900 | \$900 | \$900 | \$900 | \$900 | \$900 | \$900 | per year (\$75/month) | |
| IFAC | \$130 | | | | | | | | | | per use (infrequent) | Active incident medical kit replaced if used |
| Docking Station, Monitor, Printer | \$1,000 | | | | | | | | | | one time | Existing at school? |
| Desk, Chair furniture | \$700 | | | | | | | | | | one time | Existing at school? |
| Police Vehicle | \$72,000 | | | | | | | | | | 10 year | one time, however we also utilize an ER&R paying twice... |
| Ballistic Shields \$650 each | \$2,600 | | | | | | | | | | one time | would the school want one in each (ours is \$4800) these are smaller but Brewster currently employs |
| BOLA WRAP | \$900 | | | | | | | | | | one time | another less lethal option we employ |
| District Provided Items | \$1,700 | | | | | | | | | | | |

\$95,214 \$6,650 \$6,650 \$9,450 \$6,650 \$8,100 \$9,450 \$6,650 \$6,650 \$9,450

\$164,914 Costs over 10 years

\$10 Years

\$16,491

\$8,246 50% of Equipment Costs (Annually)



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: April 1, 2024

To: Omak City Council, Omak Mayor Gagné

From: Chief Daniel Christensen

Subject: Resolution Number 37 -2024

I am requesting support and approval for the acquisition of evidence equipment funded through the STOP Grant funding. This purchase will acquire a SAFEKEEPER FDC-006A evidence drying cabinet and filters. The purchase will also purchase 5 FDC-001M-A Swab drying cabinets for each of the law enforcement entities in Okanogan County.

The purchase is \$9,871.99 and is a re-imbusement funded through the STOP Grant, Department of Commerce.

I recommend this resolution's approval.

RESOLUTION NO. 37-2024

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A PURCHASE AGREEMENT WITH AIR SCIENCE

WHEREAS, the Police Chief is managing the STOP Grant for Okanogan County Law enforcement agencies, and

WHEREAS, there is a need for evidence equipment for the processing of evidence related to sexual assault, domestic violence and dating violence, and

WHEREAS, the acquisition of these devices will continue with efficient operation and function of the City of Omak and law enforcement within Okanogan County, and

WHEREAS, the Chief of Police has evaluated different companies and AIR Science offers SAFEKEEPER tm Forensic Evidence Drying Cabinet along with 5 swab drying cabinets for each law enforcement agency in the county; and

WHEREAS, Air Science has provided a sole source manufacturing document to support the purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the purchase proposal with AIR SCIENCE, attached hereto as Exhibit "A", for the purchase and upfit of the Omak Police Department fingerprinting system is approved.

DATED this _____ day of _____, 2024.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

QUOTATION

March 29, 2024
Quote # SAF-003



| QTY | DESCRIPTION | LINE PRICE (USD) |
|-----|--|--------------------------------------|
| 1 | SAFEKEEPER™ FORENSIC EVIDENCE DRYING CABINET: Designed to protect personnel from the odors and particulates generated with the drying and decay of organic matter. No rust POLYPRO single piece construction (no fiberglass liner which can crack and generate microbiological growth), and metal door with tempered glass insert, key locked with tamper proof seals, Low airflow alarm, High velocity (low noise) brushless and sparkless Centrifugal fan, electronic elapse run time counter to track evidence drying time and unit run time, Easy installation with no additional costs. | |
| | FDC-006-A 36"W, single chamber, 115V | \$4,599 \$4,599 |
| | EACH UNIT INCLUDES: First set of filters (carbon, HEPA and pre-filters) Removable hanging rod Removable perforated shelving (3 per chamber) Manual washdown package (hoses, spray nozzle, drain pump) | |
| | REPLACEMENT FILTERS: | |
| 1 | ASTM-PRF Door and ceiling pre-filter (6 pack) | \$187 \$187 |
| | SAFESWAB™ SWAB DRYING CABINET: Low airflow alarm, 100 f/m face velocity, self-securing hinged door panels, swab drying rack, key lock, tamper proof seal housing, whisper, quiet <55 dBa fan, HEPA filter and FILTRETTE electrostatic pre-filter included, light weight and completely portable, 110v-130VAC, 60hz. | |
| 5 | FDC-001M-A SAFESWAB mini drying cab., 115V | \$545 \$2,725 |
| | REPLACEMENT FILTERS: | |
| 5 | SWAB-M-PRF Pre-filter for FDC-001M, pack of 6 | \$88 \$440 |
| | LTL freight with liftgate service to Omak, WA | \$1,156 |
| | Sales tax 8.4% | \$764.99 |
| | TOTAL | \$9,871.99 |

STANDARD TERMS & CONDITIONS

SHIPPING: F.O.B. Fort Myers, FL. Items are shipped LTL freight and charges are prepaid and added to the invoice. Dock-to-dock only, Lift gate truck and inside delivery extra fees apply.

WARRANTY: Please visit www.airscience.com/warranty for details.

TERMS: Prices do not include taxes, duties or other fees. Offer valid 30 days from issuance. Please visit www.airscience.com/terms-and-conditions for full details. It is the responsibility of the customer to ensure this product complies with all relevant standards and local safety codes.

PO Box 62296 • Fort Myers • Florida • 33907 • Tel 800-306-0656 • Fax 800-306-0677

Tax ID# 54-2089015

www.airscience.com





P.O.Box 62296 • Fort Myers • Florida • 33906 • Tel (800) 306-0656 • Fax (800) 306-0677

March 25, 2024

To: Chief Christensen, Omak Police Department

Air Science USA, LLC is the sole source manufacturer of the Safekeeper evidence drying cabinets. These units have several unique features including:

- Multiplex™ filtration technology capable of handling a wide range of chemical vapors, odors, powders and particulates.
- Rust free polypropylene construction and a lockable tempered glass door
- Energy efficient, long life EC blower which reduces operating costs
- Removable polypropylene shelving
- Electrical system that has been independently tested by an NRTL to comply with UL-61010 electrical safety standard.
- Legacy Limited Lifetime warranty

Please feel free to contact me if you need additional information.

Regards,

Devon Kramer

Devon Kramer
Sales Representative
Air Science USA,LLC

MEMORANDUM

To: Cindy Gagné, Mayor
Omak City Council

From: Todd McDaniel

Date: April 1, 2024

Subject: Ordinance 1940 amending 2024 Budget Emergency Sewer Crossing

The Attached, Ordinance 1940, Amending the City of Omak 2024 Budget, Appropriating Additional expenditures and recognizing Additional Revenues in the Sewer and Sewer Cumulative Reserve funds is forwarded for your consideration.

The Ordinance Amends the 2024 budget to include the repair/replacement of the failed North Sewer River Crossing. This project is estimated at \$3,565,000.

This amendment appropriates the necessary funding for this project, by recognizing actual revenues, the increase of the PWTF grant/loan, the reduction of planned projects, and a transfer from the Sewer Reserve fund.

Our Ending fund and reserves have taken quite a hit from this project, but I am still comfortable with the balances that remain for the continued operations of the Sewer System.

I support this Resolution and urge its adoption.

ORDINANCE NO. 1940

**AN ORDINANCE AMENDING THE CITY OF OMAK 2024 BUDGET,
APPROPRIATING ADDITIONAL EXPENDITURES AND RECOGNIZING
ADDITIONAL REVENUES IN THE SEWER AND SEWER CUMULATIVE RESERVE
FUNDS**

WHEREAS, the City of Omak adopted the 2024 Budget by passage of Ordinance No. 1931 on December 4, 2023; and

WHEREAS, the Public Sewer system experienced an unexpected failure of the North River Crossing mainline in August 22, 2023; and

WHEREAS, the method and costs for the replacement or repair of this failure was unknown during the 2024 budgeting process; and

WHEREAS, said expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080; and

WHEREAS, the City of Omak is desirous of amending its budget pursuant to RCW 35A.33.090.

THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 1931 adopting the 2024 Budget, shall be amended to Include changes to the budget as shown in Attachment "A" of this ordinance.

Section 2. This ordinance shall become effective from and after the date of its passage by Council by a vote of one more than the majority of all Councilmembers, approval by the Mayor and publication as required by law.

PASSED by the City Council of the City of Omak, this ____ day of _____, 2024.

APPROVED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

Ordinance No. 1940

April 1, 2024

Page 2 of 4

Filed with City Clerk: _____

Passed by City Council: 1ST Reading _____

2nd Reading _____

Date Published: _____

Date Effective: _____

On the _____ day of _____, 2024, the City Council of the City of Omak passed Ordinance No. 1940.

DATED this ____ day of _____ 2024

Connie Thomas, City Clerk

2024 BUDGET AMENDMENT ORDINANCE NO. 1940 ATTACHMENT "A"

Sewer Fund 402

| Description | Budget | Revenue | Revised Budget |
|----------------------------------|-----------------------|-----------------------|-----------------------|
| <u>Beginning Fund Balance</u> | | | |
| 402-308-51-00-00 | \$1,587,540.34 | \$173,594.73 | \$1,761,135.07 |
| <u>2024 P WTF Emergency Loan</u> | | | |
| 402-391-80-12-30 | \$0.00 | \$1,000,000.00 | \$1,000,000.00 |
| <u>Operating Transfer</u> | | | |
| 402-397-00-00-00 | \$0.00 | \$829,000.00 | \$829,000.00 |
| Revenue Total | \$3,344,030.00 | \$1,829,000.00 | \$5,173,030.00 |
| Total Fund | \$4,931,570.34 | \$2,002,594.73 | \$6,934,165.07 |

| Description | Budget | Expenditure | Revised Budget |
|---|-----------------------|-----------------------|-----------------------|
| <u>Ending Fund Balance</u> | | | |
| 402-508-51-00-00 | \$1,596,479.84 | (\$1,216,205.27) | \$380,274.57 |
| <u>Jasmine Street Lines Relocation</u> | | | |
| 402-594-35-63.10 | \$60,000.00 | (\$60,000.00) | \$0.00 |
| <u>Sewer Line- River Crossing</u> | | | |
| 402-594-34-63-37 | \$0.00 | \$3,565,000.00 | \$3,565,000.00 |
| <u>UV Gates</u> | | | |
| 402-594-35-63-42 | \$202,700.00 | (\$202,700.00) | \$0.00 |
| <u>Influent Sluice Gate Replacement</u> | | | |
| 402-594-35-64-21 | \$83,500.00 | (\$83,500.00) | \$0.00 |
| Expenditure Total | \$3,335,090.50 | \$3,218,800.00 | \$6,553,890.50 |
| Total Fund | \$4,931,570.34 | \$2,002,594.73 | \$6,934,165.07 |

Sewer fund 401

This amendment recognizes an increase of \$173,594.73 to actual beginning fund balance, an increase of \$1,829,000.00 in revenue, additional expenditures of \$3,218,000. Ending Fund Balance is reduced by \$1,216,205.27.

Sewer Cumulative Reserve 412

| Description | Budget | Revenue | Revised Budget |
|-----------------------------------|-----------------------|---------------------|-----------------------|
| <u>Beginning Fund Balance</u> | | | |
| 412-308-51-00-00 | \$1,092,440.00 | \$8,564.90 | \$1,101,005.14 |
| Revenue Total | \$37,000.00 | \$0.00 | \$37,000.00 |
| Total Fund | \$1,129,440.24 | \$8,564.90 | \$1,138,005.14 |
| <u>Ending Fund Balance</u> | | | |
| 412-508-51-00-00 | \$1,129,440.24 | (\$820,435.10) | \$309,005.24 |
| <u>Operating Transfer Out</u> | | | |
| 412-597-00-00-00 | \$0.00 | \$829,000.00 | \$829,000.00 |
| Expenditure Total | \$0.00 | \$829,000.00 | \$829,000.00 |
| Total Fund | \$1,129,440.00 | \$8,564.90 | \$1,138,005.14 |

Sewer Reserve Fund

This amendment recognizes an increase to actual Beginning Fund Balance of \$8,564.90 and the transfer of \$829,000.00 for the Sewer operating fund. Ending fund balance is reduce by a like amount.