# Tonasket City Council Special Council Meeting

Wednesday, June 5, 2024 6:00 pm

#### VIRTUAL ZOOM MEETING ID 856 0267 4742 Phone Number 1-253-205-0468

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Public Comment (3 minutes per person)
- 5) Approve Agenda Action Item
- 6) Approve Minutes of the Previous Meeting Action Item
- 7) Public Comment (3 minutes per person)
- 8) Award Bid for Perfect Passage Project Action Item
- 9) Executive Session
- 10) Unfinished Business
  - a) Resolution 2024-04 MRSC Small Works Roster Action Item
  - b) Forest Service Agreement Action Item
  - c) Pacific Security Action Item
- 11) Mayor/Council/Committee Reports
- 12) New Business
  - a) Water/Sewer Payment Upgrades Information
  - b) Noxious Weed Control Program Action Item
  - c) Resolution 2024-05 Airport Land lease Agreement Action Item
  - d) Set Public Hearing for Six Year Transportation Improvement Plan Action Item
  - e) Set Free Swim Day for June 15th Action Item
  - f) Accept Quote from David Meese for Painting City Hall Action Item
- 13) Miscellaneous and correspondence
- 14)Adjournment

The City of Tonasket is an equal opportunity employer and provider that stives to accommodate persons with disabilities. City Hall is ADA accessible. Please contact the City Clerk, 509-486-2132.

# DRAFT

# Minutes of the Regular Meeting of the Tonasket City Council, May 14, 2024

Present: Mayor Maldonado, Councilmembers Levine, Cerrillo, Weddle, and McMillan.

Staff: Attwood, Pilkinton, Danison, Johnson, Taylor, and Budrow.

The meeting was called to order at 6:00 pm and the pledge of allegiance was given by all.

Roll Call was taken.

Motion to excuse Councilmember Hill. M/McMillan, S/Weddle. Carried 4:0.

Public Comment (agenda): None

Motion to approve the agenda. M/Levine, S/McMillan. Carried 4:0.

**Public Comment (other):** Mike Torrence gave a progress update on the Founders Day Parade. They will have official traffic signs. There will be a lot of new things this year.

#### Unfinished Business:

- a) Motion to approve the Tonasket Airport Land Lease Agreement as presented. M/McMillan, S/Cerrillo. Discussion. Carried 4:0.
- b) Clerk-Treasurer Attwood explained that the Council approved the agreement for tree wrapping that included the "hold harmless" portion that Attorney Howe recommended be removed. Attorney Howe now suggests that Council just go through with the full contract.

Motion to approve and enter into the original Landowner Agreement with the Methow Salmon Recovery foundation/ Methow Beaver Project. M/Weddle, S/McMillan. Carried 4:0.

c) Motion to pay \$2500 for Gerald Green's property on Hwy 20 and pay ½ of the closing costs. M/McMillan, S/Levine. Carried 4:0.

#### Department Head Reports:

#### Danison

- Council will be forwarded a letter from Cindy Benitez for approval about living in a RV while rebuilding her home.
- Planning Commission- Comprehensive Plan review, is on hold till the \$20,000 grant is received to pay for it.
- May need a recommendation letter to continue representing Tonasket at EDD.
- Happy the bid went out.
- Met with Kathy and Scott, they are doing a low income and homeless housing plan for Okanogan County.

#### Johnson

- Lots of locates.
- · Fixing sprinklers.
- Put up the new blinking stop signs at the 4-way stop at 4<sup>th</sup> and Western.
- Repaired a water line on 3<sup>rd</sup> Street.
- Cleaned and filled the pool.

#### Taylor

- 5 commercial permits and 1 residential permit issued.
- Successfully got the trailers and vehicles moved off the streets.
- Nuisance property in town is being cleaned up and flowers planted.

#### Budrow

- Auditor reported that Tonasket has stopped paying the Sheriff contract fee. March 8<sup>th</sup> was
  the last day Tonasket had coverage. Sheriff's department has a contract with the school
  and has set up an office at the bus garage.
- Sheriff's department is down 6 deputies, 2 new are in academy, can't get or keep deputies because of housing and pay.

#### Attwood

- Annual report complete.
- Abby is starting funding, etc. for Phase II of the Perfect Passage Project.
- Bid opening for Phase I is May 28<sup>th</sup>.



# Mayor/Council/Committee Reports:

- Everyone needs to sign up for Text My Gov.
- The City has 425 Facebook followers.
- Inquired about who is training Robin at the pool.
- Would like the City to have a harassment class.

#### McMillan

- Need more answers from law enforcement.
- Talked to a private company about security.
- Attended George Frank's funeral.
- Would like to invite Robin to Council.

#### Cerrillo

- Talked to someone about having parking signs and sandwich boards at Chief Tonasket
- He was asked by citizens about the markings on 7th Street, he didn't know so got an answer from the City and was able to follow up with the citizens.

#### Levine

- Baseball field structure looks nice.
- Lots of excitement about Founders Day and the rodeo.
- People are worried about the dust when the Perfect Passage starts but are mostly appreciative about having tax dollars spent here.

#### Mayor Maldonado

- Had a dinner meeting about the Perfect Passage.
- Finalized Airport agreement, good meeting.
- Talked to Darren about keeping people busy and told Alice I'm available when she needs
- \$300,000 available for crack sealing.

- a) Poppy Day Proclamation- Presented by Alice Attwood.
- b) Forest Service Agreement- Council would like to see a draft contract at \$1200 a day.
- c) Motion to allow Varela Engineering to use the TVBRC during the Perfect Passage Project and the lease amount per month will be \$1000 including leasehold tax and have Attorney Howe prepare a document. M/Weddle, S/Levine. Discussion. Carried 4:0.
- d) Motion to authorize the Mayor to enter into a contract with Pacific Security for May 24th- 26th up to 16 hours a day. M/Levine, S/McMillan. Carried 4:0.
- e) MRSC Small Works Roster- Council asked Alice to go back to MRSC and get some

# Miscellaneous and Correspondence:

- TIB active transportation assistance program.
- Paid tax on the stop signs.
- Showed council the new city hall paint colors and lighted sign.
- IACC conference is October 22<sup>nd</sup>- 24<sup>th</sup>, reserved 5 rooms.

Motion to approve the Consent Agenda: the minutes of the previous meeting, the April Payroll \$57,824.60 (13052-13054, Vendor EFT's & Direct deposit 4-30-24) and May Bills \$73,052.40 (13048-13097 & EFT 1-3). M/McMillan, S/Weddle. Carried 4:0.

There being no further business the meeting was declared adjourned at 7:44 pm.

## Council Memo Wednesday, June 5, 2024

# VIRTUAL ZOOM MEETING ID 856 0267 4742 Phone Number 1-253-205-0468

TO:	Mayor and City Council
FROM:	City Clerk-Treasurer
the informati Suggested Phase 1 to_	the Perfect Passage Project will be opened on June 4 <sup>th</sup> . The City will have ion for the Council meeting so an award can be made at the meeting.  Motion: I move to award the bid for the Perfect Passage Project
in the amou	int of
areas discus highlighted v	2024-04 is on the agenda again for more discussion and approval. The seed that needed to be changed have been addressed. The cross outs and words are the changes made. Suggested Motion: I move to approve 2024-04 MRSC Small Public Works, Consultant and Vendor Rosters
Incident Con Suggested I Service for	Service has sent the 5 year agreement for use of Chief Tonasket Park for an annual Center during Fire Season. The amount listed is \$1200 per day.  Motion: I move to approve the 5 year agreement with USDA Forest use of Chief Tonasket Park 6-1-2024 to 12-30-2028 as an Incident Center during Fire season.
heard people would like to Suggested I	rity has sent a report of their daily activity while working for the City. I have appreciated them during their time with the City. If the Mayor and Council continue on with their services we could proceed with that now.  Motion: I move to continue with Pacific Security for their services for days per month andhours
-	
I have attach to make it ea	led information regarding updates to the water and sewer account system is sier for users to make payments. Please review for discussion.
provide up to	esponsible for eradicating all Class A noxious weeds. They are able to \$1000 to assist with the eradication of those weeds if found on City costs more than the \$1000 then the City will pay ½ of the additional costs.

Suggested Motion: I move to authorize entering into the agreement with the Okanogan County Noxious Weed Control Board for the cost of treating Class A

weeds.

Resolution 2024-05 is an airport Land lease Agreement with Jeff Thompson. Suggested Motion: I move to approve Resolution 2024-05, Airport Land Lease Agreement with Jeff Thompson.

It is that time of year again for the Public Hearing on the Six Year Transportation Improvement Plan. Suggested Motion: I move to set June 25<sup>th</sup>, 2024 as the Public Hearing Date for the Six Year Transportation Improvement Plan.

Free Swim Day!! Suggested Motion: I move to approve June 15<sup>th</sup>, 2024 as the date for a Free Swim Day at the Tonasket Community Pool.

David Meese has updated his estimate for painting City Hall. The original quote was \$1700. (not including paint.) He has increased the estimated to \$2700. Suggested Motion: I move to approve the estimate from David Meese in the amount of \$2700 to paint the exterior of City Hall (not including paint) and authorize the Mayor to sign the applicable document.

## Resolution No. 2024-04

# MRSC ROSTER SMALL PUBLIC WORKS, CONSULTANT, and VENDOR ROSTERS RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF CITY OF TONASKET, WASHINGTON, ON THE SUBJECTS OF ESTABLISHING A SMALL PUBLIC WORKS ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS, A CONSULTING SERVICES ROSTER FOR ARCHITECTIURAL, ENGINEERING, AND OTHER PROFESSIONAL SERVICES, AND A VENDOR ROSTER FOR GOODS AND SERVICES NOT RELATED TO PUBLIC WORKS CONTRACTS.

WHEREAS, RCW 39.04.155 and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and

WHEREAS, Ch. 39.80 RCW and other laws regarding contracting for consulting services by municipalities allow certain contracts to be awarded by a consultant roster process; and

WHEREAS, RCW 39.04.190, regarding purchase of materials, supplies, or equipment not connected to a public works project, allows certain purchasing contracts to be awarded by a vendor roster process;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TONASKET, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

- **Section 1.** Resolution No. \_\_\_\_\_\_ is hereby repealed.
- MRSC Rosters. The City wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to have their official rosters hosted in the online database for City use for small public works contracts, consulting services, and vendor services developed and maintained by MRSC through MRSC Rosters authorizes City Clerk-Treasurer to sign the contract.
- **Section 3. Small Public Works Roster.** The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:
- 1. **Cost.** The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair or improvement of real property where the estimated cost does not exceed the limit established for the small works roster process in RCW 39.04.155 or other authorizing agency statute, which includes the costs of labor, material, equipment, sales, or use taxes as applicable. Instead, the City may use the Small Public Works Roster procedures for public works projects as set forth in this resolution. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.
- 2. **Publication.** At least once a year, MRSC shall, on behalf of the City publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the small

works roster and solicit the names of contractors for the small works roster. MRSC shall add responsible contractors to the small works roster at any time that a contractor completes the online application provided by MRSC, and meets minimum State requirements for roster listing.

- 3. **Telephone, Written, or Electronic Quotations.** The City shall obtain telephone, written, or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). The City may establish supplementary bidder criteria under RCW 39.04.350 (2) to be considered in the process of awarding a contract.
  - a) A contract awarded from a small works roster will not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.
  - b) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from one hundred and fifty thousand dollars (\$150,000) up to the authorized threshold for use of the small works roster process in RCW 39.04.155 or other authorizing agency statute, the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:

- (i) publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
- (ii) mailing a notice to these contractors; or
- (iii) sending a notice to these contractors by facsimile or email.
- c) At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;
- d) A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.
- 4. **Limited Public Works Process.** The City may award a contract for work, construction, alteration, repair, or improvement projects using the limited public works process if the project cost is equal to or less than the amount established in RCW 39.04.155 (3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three

contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010 After an award is made, the quotations shall be open to public inspection and available by electronic request.

For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, material men, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

The City shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

- Determining Lowest Responsible Bidder. The City Council shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City Council may call for new bids. A responsible bidder shall be a registered or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibly criteria established by the City.
- 6. **Award.** All of the bids or quotations shall be collected by the City Clerk-Treasurer or his/her designee.
  - a) The City Clerk-Treasurer or his/her designee shall then present all bids or quotations and their recommendation for award of the contract to the City Council. The City Council shall consider all bids or quotations received, determine the lowest responsible bidder, and award the contract; or
- **Section 4. Consulting Services Roster.** The following consulting services roster procedures are established for use by the City pursuant to RCW 39.80.030:
- 1. **Consulting Services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.

- 2. **Publication.** At least once a year, MRSC shall, on behalf of the City publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the consulting services roster and solicit the names of consultants for the consulting services roster. MRSC shall add responsible consultants to the consulting services roster at any time that a consultant completes the online application provided by MRSC, upload a Statement of Qualifications, and meets minimum State requirements for roster listing.
- 3. Review and Selection of the Statement of Qualifications Proposals. The City shall use the following process to select the most highly qualified Architectural or Engineering firm off of the Consulting Services Roster to provide the required services:
  - a) The City shall establish criteria that the City Clerk Treasurer and/or City Superintendent, or their designee, must consider in evaluating Architectural or Engineering firms for a given project. Such criteria shall include a plan to insure that minority and women-owned firms and veteran-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for architectural or engineering services. The level of participation by minority and women-owned firms and veteran-owned firms shall be consistent with their general availability within the jurisdiction of the City.
  - b) The City Clerk Treasurer and/or City Superintendent, or their designee, shall evaluate the written statements of qualifications and performance data on file with the City at the time that architectural or engineering services are required;
  - c) Such evaluations shall be based on the criteria established by the City Council; and
  - d) The City Clerk-Treasurer and/or City Superintendent, or their designee, shall conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services.
  - e) The firm deemed most highly qualified by the agency to do the project will be selected.

#### 4. Award.

- a) The City Council considers the proposal received and awards the contract; or
- b) If the City Council delegates the authority to award projects to the Mayor, City Clerk—Treasurer and/or City Superintendent—of the City for consulting services costing less than or equal to \$\_\_\_\_\_\_\_, the Mayor, City Clerk—Treasurer and/or City Superintendent shall have the authority to award contracts for consulting services without Council approval, provided that the Council shall ratify the Mayor, City—Clerk—Treasurer and/or City Superintendents approval at the next scheduled Council meeting by means of the consent agenda. For consulting services costing more than \$\_\_\_\_\_\_, the Council shall award all contracts for consulting services.
- **Section 5. Vendor List Roster.** The following vendor list roster procedures are established for use by the City pursuant to RCW 39.04.190:

- 1. Purchase of materials, supplies, or equipment not connected to a public works project. The City is not required to use formal sealed bidding procedures to purchase materials, supplies, or equipment not connected to a public works project where the cost will not exceed the statutory threshold of the City as provided in RCW 35.23.352. The City will attempt to obtain the lowest practical price for such goods and services.
- 2. **Publication.** At least twice per year, MRSC shall, on behalf of the City publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the vendor list roster and solicit the names of vendors for the vendor list roster. MRSC shall add responsible vendors to the vendor list roster at any time when a vendor completes the online application provided by MRSC, and meets minimum State requirements for roster listing.
- 3. **Telephone, Written, or Electronic Quotations**. The City shall use the following process to obtain telephone or written quotations from vendors for the purchase of materials, supplies, or equipment not connected to a public works project:
  - a) A written description shall be drafted of the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase;
  - b) The City Clerk-Treasurer and/or City Superintendent or their designee, shall make a good faith effort to contact at least three (3) of the vendors on the roster to obtain telephone or written quotations from the vendors for the required materials, supplies, or equipment;
  - c) The City Clerk-Treasurer and/or City Superintendent, or their designee, shall not share telephone or written quotations received from one vendor with other vendors soliciting for the bid to provide the materials, supplies, or equipment;
  - d) A written record shall be made by the City Clerk-Treasurer and/or City Superintendent, or their designee, of each vendor's bid on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor;
- 4. **Determining the Lowest Responsible Bidder.** The City shall purchase the materials, supplies, or equipment from the lowest responsible bidder, provided that whenever there is reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City may call for new bids.
- 5. **Award.** All of the bids or quotations shall be collected by City Clerk-Treasurer or his/her designee. The City Clerk-Treasurer or their designee, shall create a written record of all bids or quotations received, which shall be made open to public inspection or telephone inquiry after the award of the contract. Any contract awarded under this subsection need not be advertised.
  - a) The City Clerk-Treasurer and/or City Superintendent or their designee, shall then present all bids or quotations and their recommendation for award of the contract to the City Council. The Council shall consider all bids or quotations received, determine the lowest responsible bidder, and award the contract; or
  - b) If the City Council delegates the authority to award bids to the Mayor, City Clerk-Treasurer or City Superintendent of the City for materials, supplies, or equipment costing

less than or equal to the statutory threshold of the agency as provided in RCW 35.23.352, the Mayor, City Clerk-Treasurer, City Superintendent shall have the authority to award public works contracts without City Council approval, provided that the City Council shall ratify the Mayor, City Clerk-Treasurer or City Superintendents approval at the next scheduled City Council meeting by means of the consent agenda. For materials, supplies or equipment costing more than the statutory threshold of the City as provided in RCW 35.23.352, the City Council shall award all vendor contracts.

6.	<b>Posting.</b> A list of all contracts awarded administrative offices once every two nawarded the contract, the amount of the the date it was awarded.	nonths. The list shall contain the n	ame of the vendor
PASS	SED by the City Council this	day of	, 2024.
		APPROVED:	
		René Maldonado, Mayor	
ATTI	EST:		
Alice	J. Attwood, City Clerk-Treasurer		
APPR	ROVED AS TO FORM:		
Miche	el D. Howe, City Attorney		

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				, 1850 N	REQUISITION	IUMBER		PAGE C	1	
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		e and/or Attach Additional Sh	eets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA See schedule							26. TOTAL AWARD AMOU \$0.00	NT (For Gov	rernment	Use Only)
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		NCORPORATES BY REFERE	NCE FAR 52.212-4. FAR 52.2	12-5 IS ATTA	CHED.	ADDEN	DA	⊠ ARE	☐ ARE N	NOT ATTACHED.
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN  1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.			H AND DELIVER	_	DATED INCLUDING A	NY ADD	RACT: REFERENCE YOUR OFFEITIONS OR CHANGES WE'D AS TO ITEMS:	R ON SOLIC		
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19. ITEM NO.	20. SCHEDULE OF SUPPI	LIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
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41a. I CERTIFY THIS ACCOUNT	IS CORRECT AND PROPER FOR PA	YMENT	42a. RECE	IVED BY (P	Print)		
41b. SIGNATURE AND TITLE OF		41c. DATE		IVED AT (L		200	
			42c. DATE	KEC'D (YY/	/MM/E	(A2d. TOTAL	CONTAINERS

#### Incident Support Facilities/Airport I-BPA

#### DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK

This Blanket Purchase Agreement (BPA) may be utilized by multiple State and Federal wildland fire agencies for Local, Regional, Nationwide fire suppression, and all-hazard incidents.

The owner of the property described herein, or the duly appointed representative of the owner, agrees to furnish the land/facilities for use of service including:

Land/Space for Incident Base Camp, Incident Command Post with space for up to 500 personnel with support infrastructure including mobile kitchen, mobile shower, portable toilets, hand wash station trailers, Yurts, large briefing tents, sleeping tents, vehicle and equipment parking and staging.

#### FACILITY/LAND CONTACT INFORMATION

<u>UEI</u> (Must be active in <u>www.sam.gov</u> and available for all awards): HHJ2EBFPGCB3

NAME: Chief Tonasket Park in the City of Tonasket WA

**BUSINESS ADDRESS: PO Box 487** 

AIRPORT POINT OF CONTACT NAME: Alice Attwood

EMAIL: tonasket@nvinet.com PHONE: (509) 486 -2132

#### PROJECT LOCATION & DESCRIPTION

Location: 500 Railroad Ave S Tonasket WA 98855, Lat. N 48 42.110' x Lon. W 119 26.868'

#### RATE

For each day that the land/facilities are used, the Government will pay the rate of \$1200.00 or as described below. Ordinary wear and tear is included in the rate. The minimum amount guaranteed to be paid under this agreement shall be \$0.00, regardless of the length of use. The maximum amount to be paid under this agreement shall not exceed \$250,000.00.

See PAYMENT Section of this Agreement for payment procedures.

#### ESTIMATED PERIOD OF PERFORMANCE/START DATE

Start Date: 06/01/2024 End Date: 12/31/2028

#### **DEFINITIONS**

Ordinary Wear and Tear: Ordinary wear and tear is based on the customary use of the land/facilities, and not the use resulting from the incident. Reasonable costs incurred by the owner (beyond ordinary wear and tear) in restoring land/facilities to their prior condition shall be submitted, in writing, to the Contracting Officer.

#### CONTRACT ADMINISTRATION DATA

#### PAYMENT

The host agency for each incident is responsible for payments. See Exhibit B for complete agency payment office information. Please be sure to work with your local point of contact on the Forest to ensure all payment requirements are met.

#### INVOICE

The Finance Unit or designated representative will receive vendor's commercial invoices or shift tickets, and documents providing itemized breakdown of charges. They will validate with incident approved vendor generated invoices, review, sign, and submit to the payment center.

The Incident Finance or Local Unit will submit a payment package including all signed originals, including:

- A detailed invoice that supports each order
- Copy of resource order(s) to match/support Vendors Invoice
- A copy of Vendors Agreement SF-1449 Including any Modifications
- Any other supporting documentation

Per the National Wildfire Coordinating Group (NWCG) Standards for Interagency Incident Business Management and transmittal sheet to the designated payment office.

#### SPECIAL CONTRACT REQUIREMENTS

#### INSURANCE/ INDEMINIFCATION

The United States Federal Government is self-insured and does not have the authority to indemnify and hold harmless the <u>Tonasket City of City Hall</u>, from any and all claims, liabilities, losses, damages, charges, etc. The <u>Tonasket City of City Hall</u> does not have the authority to indemnify and hold harmless the United States Federal Government from any and all claims, liabilities, losses, damages, charges etc. The <u>Tonasket City of City Hall</u> will be responsible for errors, omissions and negligence of its employees. The United States Federal Government will be responsible for errors, omissions and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671-2680, as amended by P.L. 89-506, 80-Stat. 306].

#### INSPECTIONS

Annually and at time of use a Pre and Post-Use inspections shall be completed jointly by both a Government official and an owner/representative. If at any time it is suspected that the Government use has caused damage, this should be immediately documented using a Daily Diary Form (FS-6300-20). Please refer to both Exhibit C and D.

#### LOSS, DAMAGE OR DESTRUCTION

The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the owner or the owner's agent(s).

## DESIGNATION OF PROGRAM POINT OF CONTACT (POC)/CONTRACTING OFFICER REPRESENTATIVE (COR)

The Contracting Officer designates the Contracting Officer's Representative (COR). The COR is responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The Contracting Officer must be informed as soon as possible of any actions or inactions by the Contractor using the FS-6300-20/21 Daily Dairy, ICS 213 General Message or comparable.

#### **EXHIBITS AND OTHER ATTACHMENTS**

The attachments to the Statement of Work/Specifications listed are hereby made part of this solicitation and any resultant contract.

Title	Pages			
EXHIBIT A: Map	1 PAGE(S)			
EXHIBIT B: Payment Office Form	1 PAGE(S)			
EXHIBIT C: Inspection form	1 PAGES(S)			
EXHIBIT D: Daily Diary	1 PAGES(S)			

NOTE: IN COMPLIANCE WITH THE PAPER REDUCTION ACT, FAR CLAUSES 52.212-3, 52.212-1 AND 52.212-2 AND ADDENDUMS ATTACHED THERETO, WHICH APPLY ONLY TO THE SOLICITATION PHASE, ARE NOT DUPLICATED AFTER CONTRACT AWARD. HOWEVER, THEY ARE INCORPORATED BY REFERENCE INTO THE RESULTING CONTRACT.

#### Federal Acquisition & Regulations Clauses, Terms & Conditions

#### 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) Clauses:

https://www.acquisition.gov/browse/index/far (FAR clauses begin with 52)

Department of Agriculture Acquisition Regulation (AGAR) Clauses: https://www.acquisition.gov/agar

FAR and AGAR Deviations to clauses may be viewed at: Policies & Regulations | USDA

#### 52.203-3 Gratuities (APR 1984)

52.204-13 System for Award Management Maintenance (OCT 2018)

52.204-18 Commercial and Government Entity Code Maintenance (AUG 2020)

52.204-19 - Incorporated by Reference or Representations (DEC 2014)

52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services (NOV 2023)

#### (DEVIATION 2017-1)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)

52-232-1 Payments (APR 1984)

52.232-11 Extras (APR 1984)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

52.245-1 Government Property (SEP 2021)

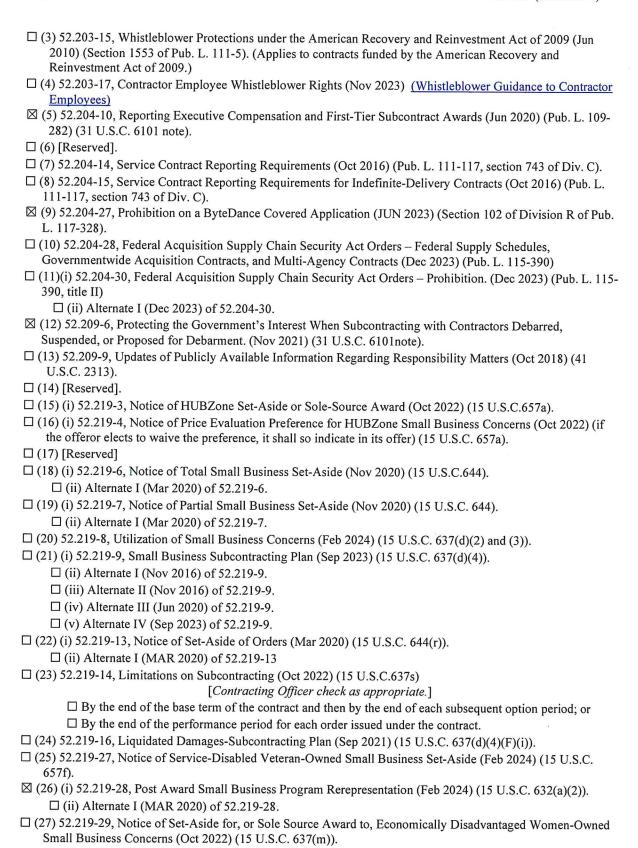
52.252-6 Authorized Deviations in Clauses (NOV 2020)

# 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services (FEB 2024)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:
- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
  - (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C.3903 and 10 U.S.C. 3801)
  - (6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

- □ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509)).



(28) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns
Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
(29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
(30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).
⊠ (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
⊠ (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Feb 2024)
⊠ (34) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
☐ (ii) Alternate I (Feb 1999) of 52.222-26.
☐ (ii) Alternate I (Jul 2014) of 52.222-35.
⊠ (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
☐ (ii) Alternate I (Jul 2014) of 52.222-36.
⊠ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
☐ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
⊠ (39) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
☐ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
☐ (40) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to
the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
☐ (41) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)
(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
☐ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
☐ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun
2016) (E.O. 13693).
☐ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
☐ (44) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
☐ (ii) Alternate I (Oct 2015) of 52.223-13.
☐ (45) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
$\square$ (ii) Alternate I (Jun 2014) of 52.223-14.
☐ (46) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
☐ (47) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423
and 13514).
☐ (ii) Alternate I (Jun 2014) of 52.223-16.
<ul> <li>         \infty \ \text{(state 2017) of 52.325 Fe.}     </li> <li>         \infty \ (48) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513)     </li> </ul>
□ (49) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
□ (50) 52.223-21, Foams (Jun 2016) (E.O. 13693).
□ (51) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
$\Box$ (ii) Alternate I (Jan 2017) of 52.224-3.
☐ (1) Attendate 1 (3all 2017) of 32.224-3. ☐ (52)(i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
☐(ii) Alternate I (Oct 2022) of 52.225-1
☐ (53) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public
Law. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

□(ii) Alternate I [Reserved]

□(iii) Alternate II (Dec 2022) of 52.225-3.
$\square$ (iv) Alternate III (Nov 2023) of 52.225-3.
$\square$ (v) Alternate IV (Oct 2022) of 52.225-3.
☐ (54) 52.225-5, Trade Agreements (Nov 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
⊠ (55) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes
administered by the Office of Foreign Assets Control of the Department of the Treasury).
☐ (56) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section
862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V. Subpart G Note).
☐ (57) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
☐ (58) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
☐ (59) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
☐ (60) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021)
(41 U.S.C.4505, 10 U.S.C.3805).
☐ (61) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41
U.S.C.4505, 10 U.S.C.3805).
(62) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) (31 U.S.C.
3332).
☐ (63) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31
U.S.C.3332).
☐ (64) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C.3332).
☐ (65) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
☐ (66) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
□ (67) (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
☐ (ii) Alternate I (Apr 2003) of 52.247-64.
☐ (iii) Alternate II (Nov 2021) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that
the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of
law or Executive orders applicable to acquisitions of commercial products and commercial services:
Contracting Officer check as appropriate.]
☑ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

 $\boxtimes$ 

⊠ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of <u>5 U.S.C.5341</u> or <u>5 332</u>.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage/Fringe Benefits
*	

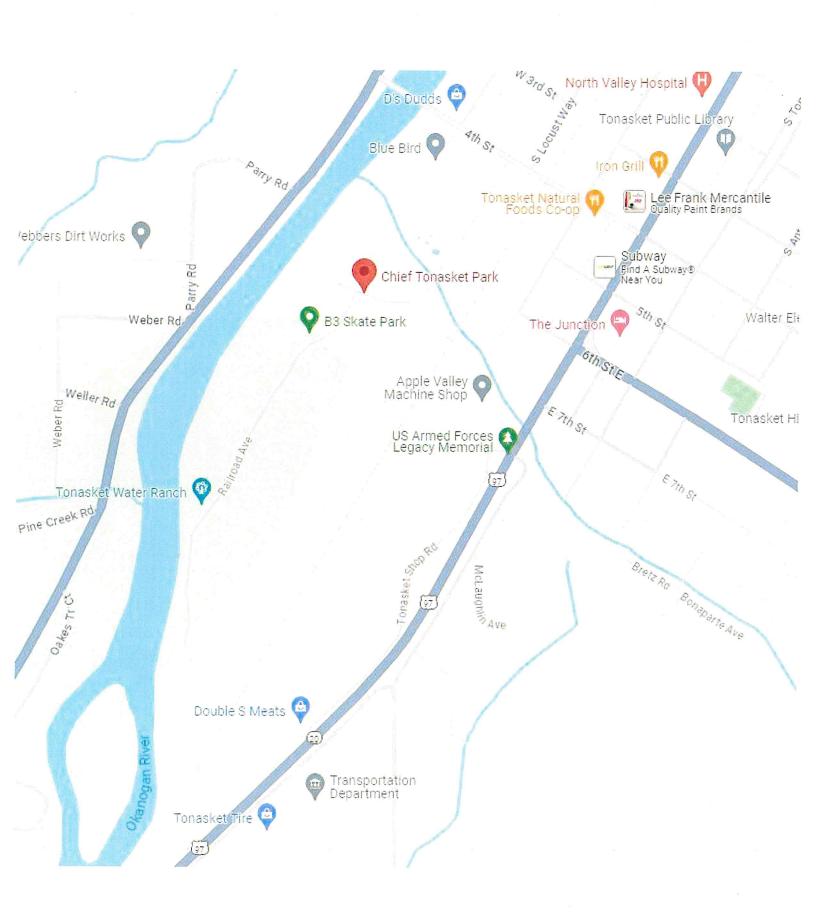
Service (MAR 2024)

Employee Class	Monetary Wage/Fringe Benefits
	/
	/

- □ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- □ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- □ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- ⊠ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- ⋈ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- ⊠ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
  - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-
  - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).
  - (ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712)
- (iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328)
- (vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders Prohibition. (Dec 2023) (Pub. L. 115-390, title II)
  - (B) Alternate I (Dec 2023) of 52.204-30.
- (viii) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C.637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
  - (x) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).
  - (xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C.4212).
  - (xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C.793).
  - (xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C.4212).
- (xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
  - (xvi) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
  - (B) Alternate I (Mar 2015) of 52.222-50(22 U.S.C. chapter 78 and E.O 13627).
- (xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (xix) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
  - (xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
  - (xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
  - (xxii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
  - (B) Alternate I (Jan 2017) of 52.224-3.
- (xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801)
- (xxvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64. (2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clauses)



#### **EXHIBIT B – PAYMENT OFFICE INFORMATION**

#### **FOREST SERVICE**

Albuquerque Service Center – B&F Incident Finance 5141 Masthead St. NE Albuquerque, NM 87109

Phone: 1-877-372-7248 Option 1 - Request Incident Finance

E-FAX: (866) 816-9532

#### **BUREAU OF LAND MANAGEMENT**

National Operations Center PO Box 25047, Bldg 50 Denver Federal Center Denver, CO 80225-0047 Mail Stop OC-620

1-877-480-9724

#### NATIONAL PARK SERVICE

National Park Service Accounting Operations Center (AOC) PO Box 100000 Herndon, VA 20171

NPS FedEx Address 13461 Sunrise Valley Drive Herndon, VA 20171

703-487-9453

#### **BUREAU OF INDIAN AFFAIRS**

BIA/OCFO, Division of Accounting Operations 12201 Sunrise Vally Drive, MS-244 Reston, VA 20192 Payment Team Group Email: <u>ia\_cfo\_firepayments@bia.gov</u>

703-390-6446 (primary), 703-390-6336 (secondary)

#### FISH & WILDLIFE SERVICE

NIFC – US Fish and Wildlife Service Branch of Fire Management 3833 S. Development Avenue Boise, ID 83705

208-387-5536

# **EXHIBIT C**

# USDA FOREST SERVICE FACILITY/LAND AGREEMENT SITE INSPECTION

AGREEMENT NO:	FACILITY	LAND NAME:	
condition prior to the Gove	DESCRIPTION/INFORMATION  rements use, or any possible issue.  uts). Attach photos if available.	<b>DN:</b> Please provide a summ s/conditions you may see be	arized description including the current ecoming a problem during the
DATE OF PRE-USE INS	PECTION:		PICTURES ATTACHED
FACILITY/LAND REPRE	SENTATIVE SIGNATURE	FOREST SERVICE RE	PRESENTATIVE SIGNATURE
PRINT NAME:		PRINT NAME:	
TITLE:	P	TITLE:	
EMAIL:	PHONE:	EMAIL:	PHONE:
	N DESCRIPTION/INFORMATI		
•			
45517103141 574451			
ADDITIONAL REMARK	S:		
DATE OF POST-USE IN:	SPECTION:		PICTURES ATTACHED
FACILITY/LAND REPRE	SENTATIVE SIGNATURE	FOREST SERVICE REI	PRESENTATIVE SIGNATURE
PRINT NAME:		PRINT NAME:	
TITLE:		TITLE:	
EMAIL:	PHONE:	EMAIL:	PHONE:

#### EXHIBIT D

USDA - Forest Service							Page	0†	_
			1. FORE	3)					
CONT	RACT DAILY DIARY		2. CONT	TRACT NO.		400 days and a second			
(Rei	ference FSH 6309.11)								
3. PROJECT			-						
4. CONTRACTOR	,			5. CONT	RACTOR REPRESE	NTATIVE ON SITE			
8. GOVERNMENT OFFICE	IALS ON SITE								
7. DATE	18 500055005600 10								
I. DATE	8. DAY OF WEEK	R. TIME ARRIVE	D 10. 7	NME DEPA	RTED 11. WEATH	ER			
12. TEMPERATURE *F. Min. Max.	13. GROUND CONDITION			14. CON	TRACT TIME	15. DAYS USED	16. COMPLETION	1 DATE	
17. TIME USED (%)	18. WORK COMPLETED (%	19. WORK		DULE		R'S WORK - (X App	propriate Box)		
21. CHANGE ORDERS/AM	IENDMENTS ISSUED	Ште	:5	22. WOR	☐ Acceptab K ORDERS ISSUED	lle ∐ Unac (Include SUSFEND	:ceptable - Expla VRESUME)	in in narrati	ve
							,		
23. MATERIALS FURNISHED	TO JOB SITE (Furnished By: G-Go	vt.; C-Cont.; S-Subo	oont) + +	24. UST E	QUIFMENT ON SITE (F	Furnished by G-Govt.; (	C-Cant.; S-Subcont.) +		+
			+	Type	Contract	item Number and Loca	ition of Use	Hours Used	1 🕈
									-
									T
				-				-	-
ALCOHOLOGICA CONTRACTOR CONTRACTO					1			-	-
								-	-
A				-					-
25. LIST CONTRACT PAYN	MENTS, REPORTS, CORRES	PONDENCE, ETC	0.	26 WORK	ŒRS ON SITE		Mark Street of Value of Street, and the Street	Number	
	<u>em</u>		Submit		Classifica	tion	PRIME	SUB	
	DED SERVICES ADEQUATEL  NO - Explain in narrativ					*			
28. NARRATIVE REPORT									
				2.60					
29. SIGNATURE								-	
e. Signature		3D. TITL	Ĕ				DOTL SPACE NE		
							(continued on 6.	300-21)	· 1



City of Tonasket 209 S Whitcomb Ave Tonasket Washington 9885 United States of America (the)

Daily Activity Log DAL (On Site Guards)				
Report #	1153695			
Report Date	05/24/2024			
Report Time	16:54			
Created By	Dennis Graham #5252			
Position	On Site Guard			
Client	City of Tonasket			

Date of DAL	05/24/2024	
Start Time	05/24/2024	
Guard Shift	08:00	
	Morning	
Type of Activity Select One	Patrol Log	
Summary	Meeting with the city of Tonasket. Picked up map of the parks to patrol. Discussed the area to be patrolled on foot. Sidewalks and stores that need to be checked out.	
Start Time	9:00	
Type of Activity	Patrol Log	
Summary	History Park. Patrolled lower and upper parking lots. Checked Bathroom doors and swimming pool doors in they were locked. All secure.	
Start Time	10:00	
Type of Activity	Patrol Log	
Summary	Chief Tonasket Park. Patrolled park, the Sheriff Department was already in park, (Randy) Officer was glad Pacific Security was Patrolling this weekend. They told me to make sure to check the city storage area locks. Patrolled Tonasket School District bus barn. All secure.	
Start Time	11:00	
Type of Activity	Patrol Log	
Summary	Patrolled Little Learner Park. All secure. Patrolled Tonasket Farmers Market Park All Secure. Patrolled Tonasket Water Tanks. Checked gate locks. All secure	
Start Time	12:00	
Type of Activity	Patrol Log	
Summary	Met with Lee Franks or Ace Hardware let them know we are around and would be Patrolling the parking lo and store. Napa auto the same Parking lot also made contact. Very Happy.	
Start Time	13:00	
Type of Activity	Patrol Log	
Summary	Checked in with City Hall make sure we are not going to set off any alarms, when we check doors. City Sh back gate lock in place. All secure.	
Start Time	14:00	
Type of Activity	Patrol Log	
Summary	Patrolled Tonasket Chief Park and Patrolled School District. Checked doors on bathrooms. All secure.	
Start Time	15:00	
Type of Activity	Patrol Log	
Summary	Darren City Superintendent let know the bathrooms are locked up at Chief Tonasket Park. Met with Mike Torrence Parade Director and was given the job duties for the parade set up. Patrolled the Farmers Marke Park, and History Park All Secure.	
Start Time	16:00	
Type of Activity	Patrol Log	
Summary	Patrolled little Learner Park, also Chief Tonasket Park, and Patrolled Lee Frank/Napa Parking lot.	
Start Time	17:00	
Type of Activity	Patrol Log	
Summary	Train the new guard in the area to be Patrolled tonight.	

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Picture Description	
Officer Signature	Oe D



City of Tonasket 209 S Whitcomb Ave Tonasket Washington 9885 United States of America (the)

Incident Report	
Report #	1153798
Report Date	05/24/2024
Report Time	19:34
Created By	Abraham Bennett #80551
Position	On Site Guard
Client	City of Tonasket

Information	
Date Of Report	05/24/2024
Time of Report	19:22
Callout Time	
Reporting Officer	Abraham Bennett #80551
Other Security officers involved	
Reporting Party	
Reporting Party Contact Info	
Witness Name	
Witness Contact Info	
Location of Incident	Tonasket School District Office
Location Specific	
Incident Type	Unsecured/ Gate

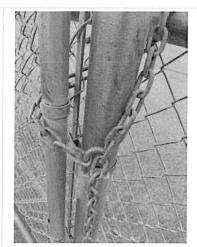
Picture from a distance for perspective & location





Close-up picture of unsecured gate

Detailed Description of Location:	Gate to School District Office and School Bus Garage
Reason:	Unknown
Signs of Forced Entry	No
Detailed description of Location:	
Description of Person [Race, Sex, Age, Height, Weight, Clothing]:	
Full Details: who, what, when, where and how of the incident.	While patrolling the Tonasket School District Office and School Bus Garage I checked around for any employees and found none. The gate had been open my last two patrols through and being still early in the evening it seemed that the gate was open because employees were still on site.  After not finding any employees I attempted to secure the gate and discovered it is not able to be secured because the shorter gate is chained and locked in place and the longer gate is to short on its own to secure the premises.
Client advised	
Police Involved	
Responding Police Department	
Case # or Incident # for Incident	
Customer Incident Number	



Incident Picture

Disposition	Incident Report on Scene, No Action Possible/Necessary
Hazard Factor	0 No Apparent Hazard
Field Supervisor Contacted First, Last name	
Guard Signature	Q 13



City of Tonasket 209 S Whitcomb Ave Tonasket Washington 9885 United States of America (the)

Daily Activity Log DAL (On Site Guards)	
Report #	1154002
Report Date	05/25/2024
Report Time	00:49
Created By	Abraham Bennett #80551
Position	On Site Guard
Client	City of Tonasket

	Information
Date of DAL	05/25/2024
Start Time	1655 - 1740
Guard Shift	Swing
Type of Activity Select One	Patrol Log
Summary	Shown patrol locations.
Start Time	1745
Type of Activity	Patrol Log
Summary	Preformed inspection of patrol vehicle.
Start Time	1750
Type of Activity	Patrol Log
Summary	Began patrol. Weather conditions are 71° Fahrenheit with a partially overcast sky. Road conditions are bar and dry.
Start Time	1800
Type of Activity	Patrol Log
Summary	Patrolled City Hall and Library, Bicycle Park, Farmers Market Park.  1740 Individual stopped Officer Graham and myself asking about use being around. I briefly explained we are here patrolling as extra eyes and ears. Individual said he was glad to see someone keeping an eye out
Start Time	1900
Type of Activity	Patrol Log
Summary	Patrolled History Park, Chief Tonasket Park and City Shop, School District Office and Bus Garage, Little Learners Park, Water Tower, Lee Franks, The Junction.  1806 All points of entry at pool building and out buildings secure.  1818 Unsecured gate at City Shop. Gate was closed when I entered the park, gateway standing while I ope as I was exiting the park. Investigated and found Trans-Go driver inside parking vehicle. No incident report needed. Driver secured gate on his departure.  1824 Graffiti on Warehouse on right hand side as exiting Chief Tonasket Park. No incident report.
Start Time	2000
Type of Activity	Patrol Log
Summary	Patrolled Chief Tonasket Park, History Park, School District Office and School Bus Garage, Little Learners Park, Water Tower, Farmers Market Park, Lee Franks, City Hall and Library, Bicycle Park.  1922 School District gate unsecured, see incident report.
Start Time	2100
Type of Activity	Patrol Log

	Patrolled History Park, Chief Tonasket Park, The Junction, School District Office and School Bus Garage, Water Tower, Little Learners Park, Farmers Market Park.
	2005 Multiple individuals exiting History Park as I arrived. No incident report needed.
Summary	2015 Three teenage male individuals at Skate park inside Chief Tonasket Park. No incident report needed, no need to contact individuals.
	2042 Light rain begins.
	2054 Light rain stops.
Start Time	2000 ·
Type of Activity	Patrol Log
,,,,	Patrolled History Park, Chief Tonasket Park, City Hall and Library, Bicycle Park, School District Office and
	School Bus Garage, The Junction, Little Learners Park, Water Tower, Farmers Market Park, Lee Franks.
Summary	2142 Homeless Caucasian Female on sidewalk by The Junction, individual was wearing a large black garbage bagel as a poncho and good, hold sign that says FOOD. No incident report, no reason to make contact.
Start Time	2300
Type of Activity	Patrol Log
	Patrolled Chief Tonasket Park, History Park, Little Learners Park, City Hall and Library, Bicycle Park, Water
	Tower, School District Office and School Bus Garage, The Junction.
Summary	2247 Homeless individual still on sidewalk near The Junction.
	2250 Approached by individual asked if I would go tell the homeless individual to relocate. I informed the individual that it is a public sidewalk and I have no jurisdiction to do so. Individual was not happy and left.
Start Time	0000
Type of Activity	Patrol Log .
Summary	Patrolled City Hall and Library, Bicycle Park, Lee Franks, History Park, Chief Tonasket Park, School District Office and School Bus Garage, Little Learners Park, Water Tower, Farmers Market Park, History Park, Chief Tonasket Park.  2356 Large cloud is smoke near Chief Tonasket Park, searched entire park twice, found no fire at the
	location.
Start Time	0100
Type of Activity	Patrol Log
Cumman	Patrolled Chief Tonasket Park, City Hall and Library, Bicycle Park, Farmers Market Park, The Junction.
Summary	0028 Returned to City Hall and Library parking lot to compile notes, file reports, and preform maintenance on patrol vehicle.
Start Time	·
Type of Activity	Patrol Log
	Gate at Water Tower was secured at each patrol.
Summary	All points of entry at History Park pool building and out buildings were secured at each patrol.
Start Time	Each patrol of the junction employees and customers stated it was a relief seeing us patrolling.
Type of Activity	
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Type of Activity	
Summary	
Picture Description	
Officer Signature	d. 3



City of Tonasket 209 S Whitcomb Ave Tonasket Washington 9885 United States of America (the)

Daily Activity Log DAL (On Site Guards)	
Report #	1154653
Report Date	05/26/2024
Report Time	00:53
Created By	Victor Fonseca #80350
Position	On Site Guard
Client	City of Tonasket

	Information
Date of DAL	05/25/2024
Start Time	1700
Guard Shift	Swing
Type of Activity Select One	Daily Activity
Summary	At shift start training began and was shown the route starting with Farmers market which had no occupan at the time. Moving onward too history Park which had a few families with children playing on the toys and kids playing basketball and locks were secured upon inspection.we moved onto chief park which contained people playing soccer and many vehicles no issues while Patrolling the area people were friendly. Next we moved onto the school District which we entered and inspected the bus depot. No personal was seen in the bus depot. There was a basketball game going on with children and their families in the area. After this we returned too city Hall and inspected the area as well as the library. No personal were outside and no bikes spotted in the rack also no vehicle seen charging. After route training Denis training officer took off after explaining duties and sharing information.
Start Time	1800
Type of Activity	Patrol Log
Summary	Vehicle inspection was performed with no issues nothing to report on this matter. S.s began patrol and moved to history Park families seen before were still present no issues were had ss stayed for a while to watch the area and moved on too next site after 10 minutes.
Start Time	18:20
Type of Activity	Patrol Log
Summary	Chief Tonasket Park no issues were had during patrol many people were still playing soccer with a few people walking their dogs.
Start Time	1843
Type of Activity	Patrol Log
Summary	Ss moved to School District and noticed a vehicle leave as they entered the area. No issues were had during patrol ss moved to bus depot and back to the school basketball was still being played.
Start Time	1900
Type of Activity	Patrol Log
Summary	Ss parked vehicle in open lot across from Napa auto parts shop for visibility and watch of main street for 1 minutes.
Start Time	1933
Type of Activity	Patrol Log
Summary	Ss returned too city Hall and performed inspection once again with no changes present. Parking lot remained the same and no personal outside near library.
Start Time	1946
Type of Activity	Patrol Log
Summary	Ss revisited history Park and found a single person playing basketball and performed watch for 20 minutes with a few people walking through the park as watch continued but no issues were had.
Start Time	2005
Type of Activity	Patrol Log
Summary	Ss moved too chief Tonasket Park All playing soccer had left all that remained were the dog walkers and a few kids enjoying the skat area. No issues were had during this patrol and ss performed watch after patrol in the area.
Start Time	2030

Type of Activity	Patrol Log
Summary	Ss made a stop at the gas station for a snack for later.
Start Time	2045
Type of Activity	Patrol Log
Summary	Ss returned too school District and performed patrol with no issues and no changes while doing so.
Start Time	2109
Type of Activity	Patrol Log
Summary	Ss parked across from Napa once again and took this time to eat.
Start Time	2127
Type of Activity	Patrol Log
Summary	Ss returned too city Hall, personal working inside were near their vehicles chatting no issues while at city Hall no other personal in the area.
Start Time	2135
Type of Activity	Patrol Log
Summary	Ss patrolled Farmers market no people in the area at the time, ss moved onto area behind Napa and grant market locks were secured and ss performed watch and was greeted by a local asking duties. Ss shared information about the situation. This conversation went on for a bit but local was happy to have us and thanked ss for the work.
Start Time	2240
Type of Activity	Patrol Log
Summary	Ss made their way too history Park once again, no people were in site no issues were had during this time.
Start Time	2300
Type of Activity	Patrol Log
Summary	Ss made their way too chief park no people were seen in the area at this time no issues were had during this time. Ss performed watch in the area with flashlight.
Start Time	2330
Type of Activity	Patrol Log
Summary	Ss made their way too school district for patrol no vehicles aside from box truck was spotted in the parking lot at this time which was there all throughout the day. Ss performed watch and saw a bus return too the bus depot during this time. No issues during this time.
Start Time	2400
Type of Activity	
Summary	Ss returned too city Hall and began final inspection of the area and found a single vehicle with a person jusuing the wifi for a moment this person took off soon after. Ss then began daily activity log write up.
Picture Description	
Officer Signature	Vita I.



City of Tonasket 209 S Whitcomb Ave Tonasket Washington 9885 United States of America (the)

Daily Activity Log	DAL (On Site Guards)
Report #	1154359
Report Date	05/25/2024
Report Time	16:50
Created By	Dennis Graham #5252
Position	On Site Guard
Client	City of Tonasket

Date of DAL	05/25/2024
	05/25/2024
Start Time	0900
Guard Shift	Morning
Type of Activity Select One	Start of shift
Summary	0900 Tonasket Parade: Foot Patrol, Checked in with Mike Torrence Parade Marshall wanted to make sure that road blocks are in place on 4th avenue. Started foot patrol
Start Time	10:00
ype of Activity	Patrol Log
ummary	Patrolled both sides of the street. Talked with several store owners.
tart Time	11:00
ype of Activity	Patrol Log
Summary	Patrolled Lee Franks (Ace Hardware) met with Manager told she was very happy to have us around. Continued to patrol parade route. Had a few people move there cars off Parade route. No problems
itart Time	12:30
ype of Activity	Patrol Log
Summary	Talked with the Sheriff Department Eric Orr. He gave me his business card so if I had any problems to g him a call. Continued Patrol
tart Time	13:00
ype of Activity	Patrol Log
ummary	Start mobile patrol: Patrolled, Farmer Market Park and History Park, both sites Secure. Chief Tonasket Patwo cars in park left right as I pulled up at the end of park. All secure
start Time	14:00
ype of Activity	Patrol Log
Summary	Patrolled School District: very busy basketball tournament. Continued Patrol up to bus barn. All secure, one in the area. Headed to next site. Little Learner Park, kids playing and riding their bikes. All quite and secure. Headed to next site, Checked water tank, locks checked. Headed to next site, City shop, checked door locks and gates. Locks in place, all secure. Headed to next site
tart Time	15:00
ype of Activity	Patrol Log
ummary	Chief Tonasket Park: Checked bathrooms, locks In place, No one in park, all secure. History Park checked doors and locks at pool and out building, and bathrooms. Several people there. Continued to next site
tart Time	16:00
ype of Activity	Patrol Log
ummary	Junction gas station: Foot patrol went inside to check with the store. Very thank full I went in to store. Continued Patrol, Patrolled to Little learners Park, Continued Patrol City library, person charging their electric car. Patrolled Lee Frank/Napa auto parking lot Continued patrol
tart Time	17:00
ype of Activity	Patrol Log
ummary	End of shift

Start Time Type of Activity Summary Picture Description Officer Signature		
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Officer Signature	Picture Description	
	Officer Signature	Q. LQ.



City of Tonasket 209 S Whitcomb Ave Tonasket Washington 9885 United States of America (the)

Dully Activity Log	DAL (On Site Guards)
Report #	1154975
Report Date	05/26/2024
Report Time	16:52
Created By	Dennis Graham #5252
Position	On Site Guard
Client	City of Tonasket

<b>以及其他的人,但是他们的人们的人们的人们</b>	Information
Date of DAL	05/26/2024
Start Time	09:00
Guard Shift	Morning
Type of Activity Select One	Daily Activity
Summary	Installed car pictures. Start shift, Patrolled Tonasket School District and Bus Barn. All secure. Checked in so the Junction gas station All secure, Patrolled Little Learners Park, All Secure. Patrolled Farmers Park, All Secure. Patrolled Lee Franks Parking lot, All Secure. Patrolled senior community center, all secure.
Start Time	10:00
Type of Activity	Patrol Log
Summary	History Park, checked doors at the swimming pool and all out buildings and bathrooms. Chief Tonasket Par checked park bathrooms, locked, City Shop, impound yard, all secure, Locks in place. Tonasket School District, and bus barn, all secure. Little Learners Park, All Secure. Senior community Center, All Secure. Junction Gas Station, walked in side check with staff, All Secure.
Start Time	11:00
Type of Activity	Patrol Log
Summary	Patrolled 4th Avenue to Senior Community Center, All Secure. History Park: All secure. Set main street for awhile. Stop at the Junction Gas Station, and Byers Store real busy, the thanked me for checking in with them.
Start Time	12:00
Type of Activity	Patrol Log
Summary	Met with the City Representative to discuss the food bank problem. We drove to the site and discuss barriers and people to direct traffic. I gave them Marks phone number. Continued Patrol
Start Time	13:00
Type of Activity	Patrol Log
Summary	Patrolled Chief Tonasket Park:. Two cars pulled away right away very suspicious. Patrolled Tonasket School District, and Bus Barn, All Secure. Patrolled History Park: all quiet and Secure. Continued Patrol, set on mair Street for awhile, several people stop to talk and asked me to drive 4th Avenue as the community Senior Center has had so gas taken. Please make this part of our route.
Start Time	14:00
Type of Activity	Patrol Log
Summary	People parked over at City Hall stop to see what was going on, waiting on there kid to show up, and they moved on. Walked through the Junction Gas Station, Staff said, thanks again
Start Time	13:00
Type of Activity	Patrol Log
Summary	Patrolled Chief Tonasket Park, all secure. History Park is all secure. Tonasket School District and Bus Barn, All secure. Talked with Counsel member Teagan Levine she let me know how happy she is with how we handled the parade and the patrol.
Start Time	14:00
Type of Activity	Patrol Log
Summary	Started Patrol log input, I need to pass on two items. 1. Make sure to patrol 4th Avenue,. 2. Make sure to patrol the water tanks as they have had the batteries stolen from the solar panels

Start Time	15:00
Type of Activity	End shift
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Picture Description	
Officer Signature	Q. D.

City of Tonasket 209 S Whitcomb Ave Tonasket Washington 9885 United States of America (the)

Daily Activity Log	DAL (On Site Guards)
Report #	1155283
Report Date	05/27/2024
Report Time	00:58
Created By	Victor Fonseca #80350
Position	On Site Guard
Client	City of Tonasket

	Information
Date of DAL	05/26/2024
Start Time	1700
Guard Shift	Swing
Type of Activity Select One	Daily Activity
Summary	1700 ss performed vehicle inspection and looked over city Hall and library no people were in the area and no signs of malicious activity was seen.  1720 ss moved onto inspection water tower and solar panels no evidence of tampering was seen area was secured.  1745 ss ss made their way to Farmers market no activity was seen in the area as moved onto history Park single vehicle was stopped next too the restroom. Ss checked doors all were secured.  1800 ss made their way to chief Tonasket Park and saw 3 separate families one at both soccer fields and the skate area. Ss performed watch at the center of the area for 10 minutes with no issues.  1817 ss made their way to the school district and inspected bus depot area no signs of activity were seen and no people were in the area. Ss then made their way to Little learners play area and performed patrol to the area no suspicious activity was spotted at this time.  1833 ss returned to city Hall and inspected the area no issues during this time single person was using wifi during this period.  1846 ss performed watch at Farmers market area no issues were had at this time.  1858 Ss made their way to ocuntry square parking lot gate was secured and no people were in the immediate area.  1910 ss made their way to history Park and performed watch for 10 minutes no activity during this time.  1925 ss made their way to chief Tonasket Park a single family remained and a lone women walking the pat was seen, no suspicious activity during this time.  1948 ss returned to the school district 2 wehicles were in the area no people outside the buildings and no people spotted at bus depot during patrol.  2009 ss made their way to Little learners area performed momentary watch and made patrol through the area no abnormal activity was spotted.  2030 ss made their way to the water tower and found no change to the area area remained secured.  2040 ss patrolled city Hall and library buildings no people seen in the area and no signs of activity in the area was seen.  2100 ss made their way to
Start Time	2400
Type of Activity	Patrol Log
Summary	No activity
Start Time	
Type of Activity	Daily Activity

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Officer Signature	15	

### Joël Pilkinton

From: Dan Ryan <dryan@invoicecloud.com>
Sent: Friday, May 24, 2024 12:27 PM

Joël Pilkinton RE: City of Tonasket Tonasket - IC Pricing

<u>ö</u>

Subject:

Attachments: Tonasket - IC Pricing Proposal.pdf

Hi Joël,

Please see the pricing updates highlighted below.

### Notable pricing updates:

- Monthly Access Fee: \$500/month reduced to \$350/month
- Paperless fee: \$0.25/enrollee/billing cycle
- Fee is only assessed to the City when a resident elects to go paperless.
- Fee does not apply to the standard email/text, (ex. account change notifications, card expiration notices, Autopay enrollment and withdrawal notice, receipts, etc.)
- Credit/Debit Card fees: \$2.95 flat fee with a max cap of \$300 updated to 2.95% w/ \$2.95 minimum and a \$125k max cap
- Max cap does not impact pricing. \$125k is just the standard max cap per our banking agreement with Chase Paymentech. Moving to a percent in 2 separate transactions. fee model allows InvoiceCloud to process payments greater than \$299 in one transaction. Previously any bill greater than \$299 had to be made
- IVR interactive Voice Response (OPTIONAL)
- Allows residents to look-up and pay their utility bill over the phone
- \$0.95 surcharge assessed to the customer, (ONLY at time of payment)

questions or if you all would like to set aside some time for InvoiceCloud product Demo. Also attached is a short pdf. detailing some of the operational changes with the move to a Real-Time integration with Vision. Let me know if Alice has any

Hope you have a nice memorial day weekend!

Best, Dan

### InvoiceCloud<sup>®</sup>

Dan Ryan

Sales Rep – Tax & Utilities

P 845.475.5885

www.invoicecloud.com

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From: Joël Pilkinton <deputyclerk@tonasketwa.gov>

Sent: Friday, May 24, 2024 12:36 PM

To: Dan Ryan <dryan@invoicecloud.com>

Subject: RE: City of Tonasket

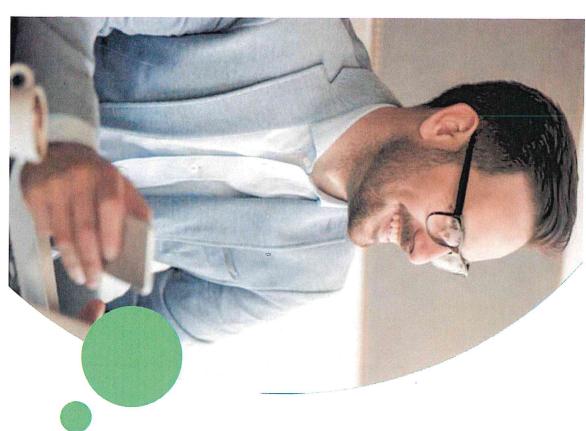
content is safe. [EXTERNAL E-MAIL]: This email originated from outside of the organization. Do not click on links or open attachments unless you recognize the sender and know the

Alice is back, do you have an email ready for me to show her?

Joël Pilkinton
Deputy Clerk Treasurer
City of Tonasket
509-486-2132



Believe, always



## InvoiceCloud

## **Pricing Change**

City of Tonasket, WA May 24, 2024

Prepared by:
Dan Ryan
dryan@invoicecloud.com
(845) 475-5885

# Summary of Real-Time integration upgrades

## Ease of use for the Customer

## Lack of modern payment options

- Ability to view and pay your bill online or over the phone
- Autopay is enabled via ACH and with credit cards, debit cards, PayPal, Venmo, Google Pay, Apple Pay through InvoiceCloud
- Allow customers to setup scheduled payments in advance

### No E-billing today

- Enhance E-billing InvoiceCloud sends up-to 3 electronic bill notifications per cycle
- Text & Email reminders with a link to pay
- Automatic new bill and Delinquency reminders

## Make it easy to pay a bill

- Simple enrollment for paperless, autopay, and pay-by-text without login credentials
- Remove friction from account setup by offering a Guest Checkout option

### ☑ InvoiceCloud

## Time and Cost savings

## Remove payment processing delays

- Real-time payment processing through partnership with Vision software) payments and ACH/E-Check payments into your billing MS (eliminates manually keying-in credit/debit card
- Hours spent manually entering payments month
- InvoiceCloud maintains PCI Level 1 compliance & NACHA rules handling all ACH & card payments
- InvoiceCloud and Vision share 90+ mutual customers in the Pacific Northwest

## 550 bills are printed and mailed in-office every month

- Costing approx. \$1/bill and spending hours per month preparing bills
- Utilize paperless billing to generate cost savings for the City

## > Reporting tools and reduce delinquencies

- Utilize InvoiceCloud reporting tools to assist with bookkeeping and month-end close reporting
- Access to customer profiles to send push notifications and assist with billing and collections

# InvoiceCloud Pricing (page 1 of 2)

## Customer Engagement, Electronic Bill Presentment and Payment Pricing

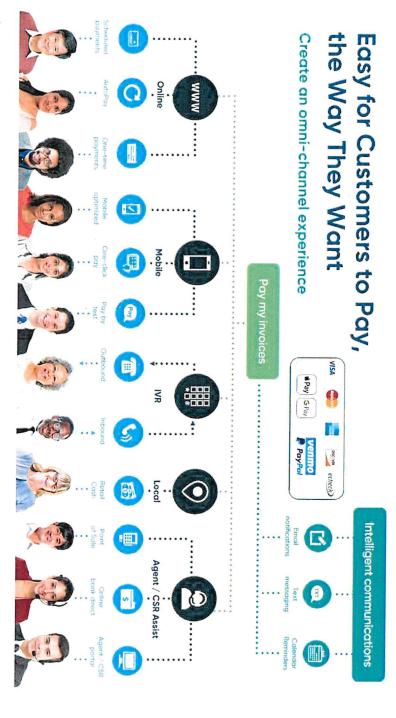
	and mail cost savings per paperless enrollee equals \$0.60.
	per bill per cycle converted to paperless. Tonasket's net print
	suppress the paper bill generation. IC charges Tonasket \$0.25
	elects to go paperless, IC communicates with Vision MS to
	Example: Bill print & postage costs approx. \$0.85. Customer
	suppressed and not mailed.
	NOTE: Charge only applied when a paper bill/postcard is
\$0.25	Paperless Billing – per paperless bill per cycle
	biller and its customers.
	upgrades, and full access to the Invoice Cloud service for the
	NOTE: The monthly access fee covers maintenance, support,
	Biller Portals –
\$350	Account Access – monthly access to branded Customer and
	NOTE: Includes integration with your billing system, Vision MS
\$5,000 Waived	Integration, Deployment and Training
Fee	Service Description- Paid by Tonasket

# InvoiceCloud Pricing (page 2 of 2)

Electronic Payment Fees – Paid by the resident	
Residential Credit / Debit Cards	\$2.95 flat fee with \$300 max cap
Visa, MasterCard and Discover, PayPal, Venmo, Google Pay,	2.95% w/ \$2.95 minimum
Apple Pay and American Express — Fee per transaction	
ACH/E-Check — Fee per transaction	\$0.95 (No change)
IVR (Interactive Voice Response) – automatic phone service	phone service
Inbound – Per Call (Payment Only) – paid by resident	\$0.95
Example: \$100 water bill, customer pays via E-Check, transaction fee	
equals a \$1.90, (\$0.95 E-Check fee + \$0.95 IVR)	

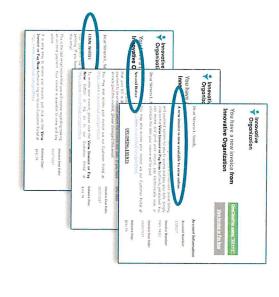
### ☑ InvoiceCloud

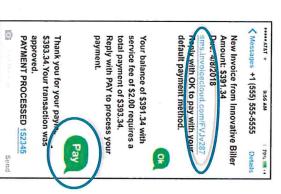
## The SAAS experience



engaging customers to pay bills without calling, walking into, or mailing physical checks to offices. IC's Communications Engine and Diverse Payment Options Reaches More Payers. Save time and money by

# Intelligent Communications Drive Higher Adoption









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### Self-Service Reminders Calendar



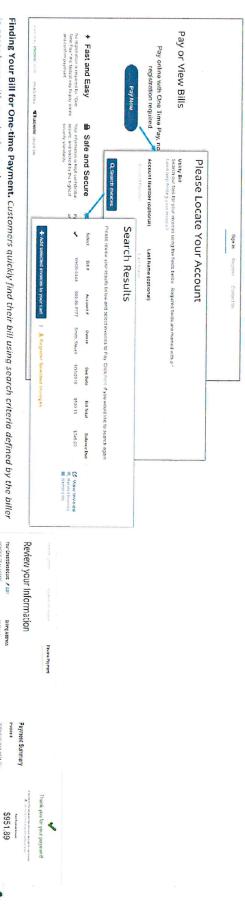
## **E-Mail Reminders**

- Up to 3 per bill
- 29 event-based templates

### **Text Reminders**

- For those who haven't paid
- Up to 3 per bill

# Simple Checkout w/ enrollment options



in accordance with your business rules.

billing software in Real-time \*Payments are updated in Vision MS



Enrolling in Pay by Text, AutoPay, and Paperless Without Leaving the Payment Process. Customers can enroll mid-payment process, at the very end, and from their confirmation email.

# The InvoiceCloud Biller Portal

pon - 🛱 🔘 258-58 🕞

Invoice Cloud's Biller Portal offers extensive reporting and administration tools, making administration, reconciliation, and data mining easier for the City of Tonasket, WA. The Biller Portal is available 24/7/365 and is 100% self-service for the user.

Based on permissions set by the biller, admin users can:

- Block customers from making ACH and/or Credit Card Payments.
- Email or text invoice notifications to the customer with direct links to their payment.
- Set up AutoPay, paperless billing, and more for a payer at their request.
- Log in as the user to recreate their payment experience.
- Review payment and/or email history.

Issue a credit on an overpayment.



Invoice Cloud's Simple Back-end Biller Portal. Manage all billing functions through our user-friendly interface.



Robust Reporting Options. Use pre-configured reports or define new ones and export results to Excel

# Marketing Services to Build Awareness & Drive Adoption, Increasing Your ROI







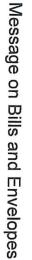














Sweepstakes



Press Release



(Email Appends) List Building





PBF



### Vision Software Service Subscription and Professional Services for: City of Tonasket

### Software Subscription Agreement between the City of Tonasket and Vision Municipal Solutions, LLC

This Software Subscription Agreement ("Agreement") is made by and between **Vision Municipal Solutions**, **LLC** ("Developer") and the City of Tonasket ("Customer").

Developer has developed and licenses to users, its Software programs marketed and sold under the name "Vision Financials," "Vision Payroll" and/or "Vision Reporting Services" (collectively, "Software Service").

Customer desires to utilize a copy of the Software.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Customer agree as follows:

### Definitions:

**Services**: Subscription services provided by Developer to Customer under this Agreement as outlined in Appendix A.

**Documentation**: Describes documents made available by Developer to the Customer. The description defined within the embedded product documentation sets out the total Services offered by Developer and instructions for how to use said Services.

**Authorized Users**: Users that are authorized by Customer, such as independent contractors, agents, or employees, to use the Services and Documentation.

**Use Subscription**: The subscription purchased by Customer under this Agreement gives it and its Authorized Users access to the Services and Documentation.

**Customer Data:** Data input by Customer, Developer, or Authorized Users. The Developer may input Customer Data on behalf of Customer for the purpose of using the Services or to facilitate Customer's use of said Services.

**Normal Business Hours**: For the purpose of this Agreement, "Normal Business Hours" means 8:00AM to 5:00PM Pacific Time, Monday through Friday except holidays. If Developer works on weekends, these hours do not count as "Normal Business Hours" for the purpose of this Agreement.

Software: The software applications provided to Customer by Developer as part of its Services.

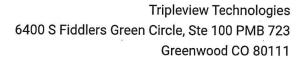
**Virus**: Anything (including software, file, code, or program) that could affect, impair, or prevent portions of the operations of Services or Documentation.

VisionCloud: VisionCloud is a hosted version of the Vision Software and is an additional paid service.

### 1. User subscription terms:

The Developer grants to Customer a non-transferable, non-exclusive right to permit the Authorized Users to use the Services and Documentation during the Subscription Terms solely for internal business operations and for no other purpose.

In regards to Customer's Authorized Users, Customer agrees to not transmit or distribute any Viruses, or anything that could be considered harmful, threatening, offensive, harassing, obscene, illegal, sexually explicit, violent, discriminatory, or a direct encouragement to hurt a person or a person's property. Due to this clause, Developer reserves the right to remove and/or disable Customer's access to any material if Customer willingly breaks or desires to break said clause.





### 2. Restrictions:

Customer shall not modify Software source code, duplicate, copy or reproduce Software, transfer, or convey Software, or any right in Software, to any third party without the express, prior written consent of Developer. Notwithstanding the foregoing, Customer may make copies of Software for backup or archival purposes.

### 3. Customer Data:

The Customer affirms to Developer that Customer Data will not violate the intellectual property rights or any other legal rights and will not break the provisions of any law, regulation, or statute in any jurisdiction under applicable laws.

When the software is hosted on Customer's systems Customer agrees to create a complete, restorable, backup copy of data daily. The Developer is not responsible for any lost data Customer incurs due to misuse, nor is it responsible for lost data incurred from a blackout or Virus.

### 4. Subscription Fee:

In consideration for the grant of the term license and the use of Software, Customer agrees to pay Developer the initial sum of \$2,340.00 for the applications listed in Appendix A followed by \$1,340.00 per year for each 12-month period thereafter plus any and all applicable sales or use taxes. If the Agreement is not signed by Customer within 30 days after receipt of an executable copy, the pricing in the Agreement is subject to change.

### 5. Warranty:

- A. Developer hereby represents and warrants to Customer that Developer is the sole owner of the Software or otherwise has the right to grant to Customer the rights to use Software.
- B. For a period of one year following the installation of Software, Developer warrants that Software shall perform in all material respects according to Developer's specifications. In the event of any breach or alleged breach of this warranty, Customer's sole and exclusive remedy shall be that Developer shall correct Software so that it operates according to the warranty. This warranty shall not apply if (i) Software is in anyway modified by Customer, (ii) if Software is used improperly, including, without limitation, improper data entry, (iii) Software is not used with appropriate computer equipment, or (iv) if Software is used on operating systems or environments not approved by Developer.

### 6. Support Support:

Software Support includes telephone support, email support, and on-line programs provided by Developer and product updates and enhancements shall include any standard reports added to the system.

The Developer shall make available a help desk to Customer during Normal Business Hours. Developer agrees to provide Software Support with equitable skill and care. Customer is required to have a high-speed internet connection for Software updates and allow Developer (non VisionCloud customers) the right to remote access for program updates and maintenance work when required.

The Customer may use the help desk to request or receive Support Services, and the Supplier shall respond promptly. The Supplier may suspend Support Services if any amount due to be paid by the Customer to the Supplier is late by at least 45 days.

### 7. Software Service:

Developer shall provide to Customer any corrected, or enhanced versions of Software as created by Developer. This includes, but shall not be limited to, modifications to Software that increase the performance, efficiency, or ease of use of the Software, or add additional capabilities or functionality to the existing





Software, but does not include any customizations to Software requested by Customer, which shall be quoted on a per-job basis at Developer's then hourly rate (currently, \$150.00 per hour).

### 8. Payment and acceptance:

Payment for Software, hardware, and installation services shall be made by Customer after all items contracted for have been delivered and Customer has deemed all Software, and installation services delivered and accepted.

### 9. Term:

The term of this agreement shall be for 3 years ("Initial Term") from completion of signing by both parties, and will automatically renew for subsequent 2-year periods ("Subsequent Terms") upon the expiration of the Initial Term unless either party notifies the other of its intent not to renew in writing, no less than 90 days prior to the expiration of the current term.

If Customer elects to terminate its agreement for software and services with Developer, all remaining amounts due for the current term, if any, are immediately due and payable, along with then applicable sales or use tax prior to the expiration of the current term. The Software Support and Service shall remain in place until the conclusion of the current term, and Developer shall not bill Customer for any future years, nor shall Developer refund Customer any amounts.

### 10. Limitation of Liability:

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential, or other indirect damages, whether based on lost revenue or otherwise. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Customer regardless of whether Customer's claim is based on contract, strict liability, or product liability.

### 11. Installation Travel Expenses billed to the customer:

Customer shall reimburse Developer for all travel expenses associated with the installation of Software at Customer's site. If Developer uses Developer's vehicles (or Developer's employees use personal vehicles) Customer shall reimburse Developer for mileage at then applicable IRS rates. If Developer (or employees of Developer) use a rental car, Customer shall reimburse Developer for the actual rental car rate and actual gas charged. Customer shall reimburse Developer for all per diem charges at the then current state published rate. Customer shall reimburse Developer if Developer's employees are required to stay overnight.

### 12. No waiver:

A breach in said Agreement shall not be waived except with the written consent of the Party not responsible for the violation.

### 13. Severability:

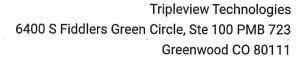
If any provisions of this Agreement are determined to be unlawful or enforceable by any court or competent authority, all other provisions in this Agreement will continue in effect.

### 14. Entire agreement:

This Agreement includes the entire agreement between the Developer and Customer and replaces all past Agreements, understandings, and representations of the Parties, whether written or oral.

### 15. Governing law:

This Agreement shall be governed by and constructed in accordance with Washington State law. The parties agree that the courts of Washington have exclusive jurisdiction to settle any claim or dispute that arises out of this Agreement.





### **Appendix A**

Quote No.: Exp. Date: [Document.SeqNumber]

06-12-2024

Prepared for

City of Tonasket

Tonasket, WA 98855

SaaS

**BillPay (Invoice Cloud Interface)** 

Total \$1,340.00 per year

SaaS Products Total \$1,340.00

**Professional Services** 

Implementation

Total \$1,000.00

Professional Services Total \$1,000.00

**Annual Software Support** 

Annual Software Support Total \$0.00

**Grand Totals** 



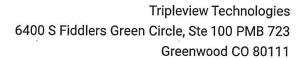
### Tripleview Technologies 6400 S Fiddlers Green Circle, Ste 100 PMB 723 Greenwood CO 80111

One-time subtotal \$1,000.00

Recurring subtotal \$1,340.00 per year

Subtotal \$2,340.00

Due at Signing \$2,340.00





This quotation is subject to the following terms and conditions:

- Microsoft SQL Server 2017 Standard Edition or higher is required for the Software installed on customer supplied system. If Customer owns Microsoft SQL Server license and required client access licenses (CAL), this can be set up for the Software. If Customer needs to purchase Microsoft SQL Server licenses Vision can provide a quote.
- 2. Sales and use tax may apply to software and professional services.

### **Acceptance of Agreement:**

Joël Pilkinton

Deputy Clerk Treasurer, City of Tonasket

Freddie Mercer Director of Sales, Tripleview Technologies

### **PAYMENT PAYABLE AS FOLLOWS:**

- A check, or evidence of ACH payment, for \$21,610.00 as a deposit is due with the signing of this Agreement.
- · ACH payment information:
- Payee: Vision Municipal Solutions LLC
- · Bank: City National Bank
- ACH Routing No.: 122016066 Acct No.: 433072634
- Checks may be mailed to: 6400 S Fiddlers Green Circle Ste 100 PMB 723, Greenwood Village CO 80111
- Remaining Balance for software is due on installation of software. Optional modules and services are payable upon delivery. Installation and Training will be billed as work is completed.
- Terms for amounts due besides the deposit, are 30 days from date of invoice. Past due amounts are subject to a 1.5% per month (18% APR) service charge, or maximum rate allowed by law.



### OKANOGAN COUNTY NOXIOUS WEED CONTROL BOARD

1234 2<sup>nd</sup> Ave S, PO Box 791, Okanogan, WA 98840

Email: noxiousweeds@co.okanogan.wa.us www.okanogancounty.org/nw OFFICE: 509-422-7165

**OFFICE STAFF** 

MANAGER: Larry Hudson 509-422-7167

Assistant Manager Darla Dolph 509-422-7295

Field Technician II Machelle Hawkins 509-422-7166

Field Technician III Naomi Neal 509-422-7224

Field Technician Elaine Quinlan 509-422-7168

Seasonal Field Tech. Chaz Kaoni 509-422-7179

### **BOARD MEMBERS:**

AREA # 1 Dave McClure

AREA # 2 Vacant

AREA # 3 Steve Kieffer, Chairman

AREA # 4 Nancy O'Neil

AREA #5 Michael Rayton, Vice-Chairman To: TOWN OF TONASKET, ATTN: ALICE ATTWOOD

**Subject: Class A Noxious Weed Control** 

Date: May 15, 2024

The Okanogan County Noxious Weed Control Board and office staff would like to express our sincere thanks for your past participation in our Class A noxious weed program, we will continue our aggressive program again this year.

- For the 2024 field season, OCNWCB will pay 100% of the control cost up to \$1,000.
- if Control Costs Exceed \$1,000, then you will be required to pay one half of all costs thereafter.
- If the total cost to control your Class A Noxious Weeds exceeds \$1,000, you will be billed by OCNWCB for your portion of the control costs.

Landowners are required to eradicate all Class A noxious weeds, per WAC 16-750. Our office is available to provide control options for all species of noxious weeds. Historical data in the Noxious Weed Office indicates that Wild Four O'clock which is/are Class A Noxious Weeds may occur on your property during the 2024 field season, as they have in the past. Inspections for these species began on April 1, 2024 and will continue through December 30, 2024. During this time, Noxious Weed Office staff may enter your property (as allowed by RCW 17.10.160) to determine if noxious weeds are controlled or in need of control.

If Class A noxious weeds are found on your property, we will attempt to contact you, **if we have current contact information.** Please provide current contact information if you would like to be contacted by phone or email. Failure to eradicate these species will result in the starting of the enforcement process, which begins with the issuance of a certified notice of violation. If you choose to deny access for inspection or enforcement actions, we will proceed with issuing a civil infraction with attached monetary penalties (as described in WAC 16-750).

The reverse side of this letter is a contract, which, if signed, authorizes the Noxious Weed Office to control the specified Class A noxious weeds on your property. **We must have a signed contract to begin the control work.** If you plan to hire, or perform your own control measures, on Class A noxious weeds this year, do not sign the contract, but do please provide your contact information and control plans: via Email at noxiousweeds@co.okanogan.wa.us, via Telephone at (509) 422-7165, or via Mail at 1234 2nd Ave S, Suite B, Okanogan, WA 98840). The Noxious Weed Office is able to assist you with timing and control recommendations.

Failure to return the contract, or a control plan, by June 1, 2024 will result in one attempted courtesy call (if we have your contact information). If we are unable to obtain your consent, or a control plan, a certified notice of violation will be sent as we begin the enforcement procedure. At that point, you will be responsible for all costs associated with control as allowed by RCW 17.10.

To participate in our program, please sign the attached contract, include current contact information, and mail it back to us by June 1, 2024. If you have any questions or concerns, please call the number above, or email us at noxiousweeds@co.okanogan.wa.us.

If you are doing your own control work or are hiring your own applicator, DO NOT sign the contract.

WE DO APPRECIATE IT IF YOU PROVIDE YOUR CONTACT INFORMATION!

### 2024 OKANOGAN COUNTY NOXIOUS WEED CONTROL BOARD CLASS A NOXIOUS WEED CONTROL AGREEMENT

This Agreement is made and entered into by and between Okanogan County Noxious Weed Control Board, hereinafter referred to as "Weed Board" and **TOWN OF TONASKET, ATTN: ALICE ATTWOOD**, hereinafter referred to as "Landowner". For the purposes of this Agreement, it is understood that all references to the Board or the Landowner also include an appointed designee(s).

WHEREAS, RCW 17.10.140 imposes a duty on owners to control noxious weeds, including a duty to eradicate Class A noxious weeds; and,

WHEREAS, RCW 17.10.154 allows the Weed Board to enter into agreements with landowners for the prevention, control and eradication of noxious weeds; and,

WHEREAS, the Weed Board has identified Class A noxious weeds requiring eradication on Landowners' property; and,

WHEREAS, the Weed Board has a limited pool of funds to assist owners in the eradication of Class A noxious weeds;

NOW, THEREFORE, pursuant to the above recitals, Weed Board and the Landowner (collectively hereinafter "Parties" to this Agreement) acknowledge and agree to work cooperatively in accordance with the following:

- 1. Landowner gives permission to the Weed Board to enter the property and coordinate and oversee treatment of identified Class A noxious weeds by a commercial applicator in the employ of the Weed Board. Treatment shall be by herbicide application in accordance to good and prudent industry standards and label requirements.
- 2. The commercial applicator shall bill the Weed Board directly for all costs associated with treatment. The Weed Board will bill the landowner according to the applicators invoice. If the total cost of application is \$1,000 or less, OCNWCB shall be responsible for all costs. If the cost of application is in excess of \$1,000, the landowner shall be responsible for paying 50% of the costs that exceed \$1,000. Landowner shall be billed within 30 days after receiving the commercial applicator's invoice.
- 3. This agreement shall be in effect from the date of the last signature until December 31, 2024 and shall not automatically renew.
- 4. Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the party of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a part to this Agreement.
- 5. All work performed under this Agreement shall comply with all federal and state laws, local laws and ordinances, and applicable permit requirements.
- 6. The Agreement merges and supersedes all prior applications, representations, negotiations, approvals, and understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement and constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

By signing this contract, you agree to pay the Weed Board for the cost of treating Class A Weeds as described above.

Larry Hudson			
Larry hudson	Print Land	lowner Name	Landowner Signature
Manager, OCNWCB	Landowner	Address:	
	Date:	Phone:	Email:

If you are doing your own control work or are hiring your own applicator, DO NOT sign the contract.

PLEASE DO PROVIDE YOUR CONTACT INFORMATION TO OCNWCB!

### **RESOLUTION NO. 2024-05**

### A RESOLUTION authorizing Airport Land Lease Agreement

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TONASKET,
WASHINGTON, the Airport Land Lease agreement attached hereto as
"Exhibit A" between the City of Tonasket and Jeff Thompson is hereby
approved and the Mayor and City Clerk are hereby directed to execute the same
for and on behalf of the City of Tonasket

for and on behalf of the City of Tonasket.			
PASSED BY THE CITY COUNCIL thi	s	_ day of	_, 2024.
	APPRO	VED:	
	AITIO	<b>*</b> LD.	
	René M	aldonado, Mayor	
ATTEST:			
All and All an			
Alice J. Attwood, City Clerk-Treasurer			

### TONASKET AIRPORT LAND LEASE

THIS AGREEMENT, made and entered into this day of
,, by and between the CITY OF TONASKET, a
municipal corporation, hereinafter referred to as the "Lessor", and
Jeff Thompson hereinafter designated as the "Lessee".

### WITNESSETH:

**WHEREAS,** the **Lessor** is the owner of the Tonasket Municipal Airport located Northwest of the City of Tonasket; and

WHEREAS, the Lessee desires to lease the property on which a hangar is located or will be constructed,

### NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES as follows:

- 1. For and in consideration of the rents and covenants herein specified to be kept and performed by the parties hereto, the **Lessor** does hereby lease and demise to the said **Lessee** that parcel of real property situated on the Tonasket Municipal Airport in Section 8, Township 37 North, Range 27 E.W.M. located in the County of Okanogan, State of Washington, as shown and depicted as Hangar Site No. #2 with the lot size of 50' x 60', on the drawing attached hereto as Exhibit B and incorporated herein by this reference as fully set forth.
  - 2. Lessee is hereby leasing said land for the purpose of maintaining a hangar.

- 3. Rent is \$270 per year, plus all applicable local, state, and federal taxes, paid in advance. Said rental payment shall be subject to periodic adjustment by the City of Tonasket as adopted by Resolution. In addition thereto, the **Lessee** shall be responsible for the payment of any and all utilities provided to the premises.
- 4. It is further understood and agreed by and between the parties hereto that the Lessee will maintain the premises and any improvements thereon in good condition, both inside and outside, and will not allow the same to deteriorate unduly, so that said hangar will at all times during this lease period be maintained in a reasonably good condition so that it will not in any way be detrimental to the appearance or safety of the airport. Areas between hangars will be the responsibility of the hangar owner for graveling and weed control.
- 5. It is agreed and understood by and between the parties hereto that the **Lessee** shall have the right to use the main taxiway via aircraft for ingress and egress to reach the runway and other facilities located at the airport. Said taxiway as described shall not be used exclusively by the **Lessee** and may be used by other individuals authorized to do so by the **Lessor**.
- 6. It is further agreed and understood that the **Lessee** has the right to sublease the property above described that he is leasing without the written consent of the **Lessor**. **Lessor** needs to be notified of the sublease and the sublease persons need to follow the same lease.

- 7. It is agreed and understood that the **Lessee** shall indemnify and agree to hold the **Lessor** harmless for any operations or activities or injuries, damage or liabilities arising from any of the **Lessee's** operations relative to his hangar, or otherwise, or any other operation, which he may conduct on said leased premises, or in any way connected with his operation on the premises.
- 8. It is agreed and understood that the **Lessee** shall not be engaged in any activity, which would unnecessarily increase the fire hazard or other risk at the airport. Combustible materials are limited to only what is needed for aircraft operation and maintenance. Fuel limited to fuel in airplane tank and vehicle tank. **Lessee** shall not use the site for maintenance purposes other than to perform those preventative maintenance items allowed by the FAA to be performed by aircraft owners. At no time shall an aircraft hangar be used as a temporary or permanent residence. Storage of "non-aeronautical items" is prohibited if such storage interferes with movement of aircraft in or out of the hangar. Waste product may not be stored in the hangar.
- 9. Connection to and installation and use of any water pipes and/or valves will require the prior consent of Public Works Department and the Tonasket City Council. If approved, any and all water valves installed by **lessee**, or on his or her behalf, shall be identified and marked with signage approved by Public Works clearly indicating that the water is "non-potable water".
- 10. **Lessee** agrees to observe and obey all rules and regulations of the city, state, federal government and any governmental agency including, but not necessarily limited to, the Federal Aviation Administration.

- 11. The **Lessor**, its agents and employees shall have the right to enter upon the premises and any hangars located thereon in the event of emergency, which requires said entry.
- 12. **Lessee**, its customers, passengers, guests and other invitees shall have at all times the full and free right of ingress and egress to and from the premises.
- 13. Lessee will maintain in force and carry at his/<u>her</u> expense at all times during the terms of this agreement, liability insurance in the amount of \$500,000.00 or more.

  Lessor shall be furnished with copies of all such insurance policies obtained by Lessee in compliance with this section. Lessee agrees to notify Lessor in writing as to any amendment or cancellation of such policies.
- 14. Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for a period of 20 years commencing \_\_\_\_\_ and terminating \_\_\_\_\_. At the expiration of said initial term, the Lessee shall have the option of extending the lease.
- 15. If **Lessee** fails to keep and perform any of the covenants and agreements herein contained, the **Lessor** may cancel this lease at its option and re-enter and claim the said premises and any improvements thereon. **Lessee** may elect at any time to terminate this agreement by giving 30 days' written notice to **Lessor**.
- 16. The parties agree that in the event of litigation to enforce any of the covenants or conditions of this lease, the prevailing party will, in addition to any other sums found to be due in such litigation, be entitled to recover as costs such sum as the court may adjudge as reasonable attorney's fees.

17. It is fully agreed and understood by and between the parties thereto that this lease shall be binding upon the parties hereto, their heirs, executors, assigns and administrators and successors in interest.

EXECUTED on this date	·
	LESSOR: CITY OF TONASKET, a municipal corporation:
	By: René Maldonado, Mayor
	By: Alice J. Attwood, City Clerk-Treasurer
	LESSEE:
	Print Name
	Sign

### Tonasket Airport Land Lease Continued

### STATE OF WASHINGTON County of Okanogan

On this day person	ally appeared before me
respectively of the municir	, known to me to be the Mayor and City Clerk, pal corporation that executed the within and foregoing
	ged said instrument to be the free and voluntary act and deed
oi said municipai corporati	ion, for the uses and purposes therein mentioned, and on oath
stated that they were auth	orized to execute said instrument and that the seal affixed is
the corporate seal of said	municipal corporation.
IN WITNESS THEF	REOF, I HAVE HEREUNTO SET MY HAND AND SEAL
THIS day of	, <u>20      </u>
,	
	Notary Public in and for the State of Washington,
	residing at Tonasket.
	My appointment expires
STATE OF WASHINGTON	.I
	V
County of Okanogan	
On this day persona	ally appeared before me
know to me to be the indiv	idual(s) described in and who executed the within and
	acknowledged that he/they signed the same as his/their free
and voluntary act and deed	d for the uses and purposes therein mentioned.
IN WITNESS THER	EOF, I have hereunto set my hand and seal this
	•
day of	. 20
	W 2 10 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
	Notary Public in and for the State of Washington,
	residing at
	My appointment expires

### David Meese/ NVC

162 HWY 20 Tonasket Washington 98855 U.S.A



Bill To Tonasket City Hall 209 S Whitcomb Ave Tonasket 98855 Washington U.S.A

Estimate Date:

29 Dec 2023

#	Item & Description	Qty	Rate	Amount
1	Paint exterior walls of building complete. Pressure wash building. City hall and Library. Colors and color scheme per received worksheet.	1.00	1,700.00	1,700.00
2	Paint costs not included. Paper, tape,plastic, etc. is included.	1.00	0.00	0.00
3	Paint metal flashing on top of walls around building	1.00	450.00	450.00
4	Remove lettering and patch area.	1.00	550.00	550.00
		Sub	Total	2,700.00
		٦	Гotal	\$2,700.00

### Notes

Looking forward for your business. David Meese 509-630-3789 Home 509-486-1121

i

### **Alice Attwood**

From:

Alisa Weddle

Sent:

Thursday, May 23, 2024 5:07 PM

To:

Jared Anderson; Alice Attwood; Christa Levine; René Maldonado; Darren Johnson; Joël

Pilkinton

Cc:

Kurt Holland; Abby Gromlich; Daniel Cowger

Subject:

Re: Tonasket Perfect Passage Project

Thank you for the update, Jared.

### Get Outlook for Android

From: Jared Anderson < janderson@varela-engr.com>

Sent: Thursday, May 23, 2024 1:29:19 PM

To: Alice Attwood <clerktreasurer@tonasketwa.gov>; Alisa Weddle <council4@tonasketwa.gov>; Christa Levine

<council1@tonasketwa.gov>; René Maldonado <mayor@tonasketwa.gov>; Darren Johnson

<publicworks@tonasketwa.gov>; Joël Pilkinton <deputyclerk@tonasketwa.gov>

Cc: Kurt Holland <a href="mailto:kholland@varela-engr.com">kholland@varela-engr.com</a>; Abby Gromlich <a href="mailto:kholland@varela-engr.com">kholland@varela-engr.com</a>; Daniel Cowger

<danielc@varela-engr.com>

Subject: Tonasket Perfect Passage Project

### Team Tonasket,

We have decided to push the bid opening date back by one week to June 4. This decision is based on feedback from contractors indicating that the original bid opening date, scheduled for the Tuesday after the Memorial Day weekend, was not feasible for them, and many stated they would not be able to bid.

To ensure we receive competitive bids and provide the City with the best options, we believe this postponement is necessary. Consequently, we will need to schedule an emergency council meeting on June 5 (Tuesday) or June 6 (Wednesday) to award the project. Please let us know which date works best for the City Council.

Feel free to contact Kurt or myself if you have any questions or concerns.

### **Thanks**

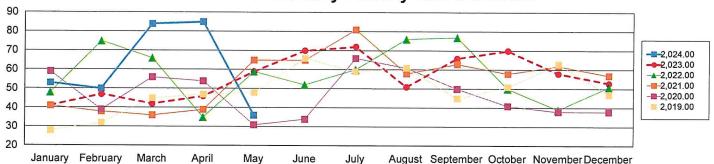
Jared Anderson, EIT | Civil Engineer

VARELA | 509.328.6066 | www.varela-engr.com | Facebook | LinkedIn



### Tounty Sheriff's Office

### **Tonasket - Monthly Activity Law Incidents**



- Total City Incidents in last 30 days: 55

- Thefts in last 30 days: 4

- Burglary / Trespass in last 30 days: 4

- Assaults / Disputes in last 30 days: 2

- Traffic incidents in last 30 days: 5

- Total City Incidents YTD:

335 Traffic Stops: 11

### Law Incidents - Last 30 Days

ocso			55		
05/05/2024	0:12	TRESPASSING	LOCUST	TONASKET	S24-02671
04/29/2024	6:04	INFORMATION	HWY 97	TONASKET	S24-02531
05/08/2024	17:36	CITIZEN ASSIST	WHITCOMB	TONASKET	S24-02766
04/23/2024	11:31	AGENCY ASSIST	4TH	TONASKET	S24-02407
04/23/2024	13:29	EXTRA PATROL	2ND	TONASKET	S24-02410
04/28/2024	23:16	NOISE COMPLAINT	2ND	TONASKET	S24-02526
05/06/2024	14:20	AGENCY ASSIST	WHITCOMB	TONASKET	S24-02701
05/11/2024	11:44	ACCIDENT HITRUN	WHITCOMB	TONASKET	S24-02829
05/17/2024	1:37	SUSPICIOUS	WHITCOMB	TONASKET	S24-02960
04/20/2024	1:06	THEFT OTHER	WHITCOMB	TONASKET	S24-02328
04/23/2024	1:32	AGENCY ASSIST	WHITCOMB	TONASKET	S24-02399
05/08/2024	8:17	SUSPICIOUS	TONASKET	TONASKET	S24-02749
04/23/2024	19:03	DWLS	6TH	TONASKET	S24-02423
05/08/2024	5:08	THEFT OTHER	6TH	TONASKET	S24-02751
05/19/2024	16:14	WELFARE CHECK	4TH	TONASKET	S24-03027
04/22/2024	8:14	VIN INSPECTION	MILL	TONASKET	S24-02373
04/22/2024	13:26	THEFT OTHER	TONASKET	TONASKET	S24-02384
05/05/2024	18:58	SUSPICIOUS	TONASKET	TONASKET	S24-02682
05/06/2024	16:54	BURGLARY	TONASKET	TONASKET	S24-02711
04/22/2024		EXTRA PATROL	3RD	TONASKET	S24-02388
05/17/2024	2:46	CITIZEN ASSIST	TONASKET	TONASKET	S24-02962

04/27/2024	13:25	ANIMAL VICIOUS	MILL	TONASKET	S24-02501
05/03/2024	9:48	ANIMAL VICIOUS	MILL	TONASKET	S24-02630
05/09/2024	16:22	THREATENING	4TH	TONASKET	S24-02788
05/04/2024	8:45	SUSPICIOUS	TONASKET	TONASKET	S24-02653
04/25/2024	17:54	SUSPICIOUS	TONASKET	TONASKET	S24-02463
05/02/2024	15:55	WELFARE CHECK	ANTWINE	TONASKET	S24-02615
05/02/2024	7:06	CIVIL	7TH	TONASKET	S24-02607
05/03/2024	8:01	OTHER CALLS	WESTERN	TONASKET	S24-02628
05/12/2024	14:10	DISABLED VEHICL	HIGHWAY 97	TONASKET	S24-02854
05/03/2024	14:03	DWLS	HWY 20	TONASKET	S24-02636
05/03/2024	18:15	CIVIL	HWY 20	TONASKET	S24-02644
05/08/2024	18:38	RUNAWAY JUVNILE	HIGHWAY 20	TONASKET	S24-02768
05/09/2024	12:22	RUNAWAY JUVNILE	HIGHWAY 20	TONASKET	S24-02781
04/23/2024	14:10	CHILD ABUSE	HIGHWAY 20	TONASKET	S24-02415
05/06/2024	15:16	CITIZEN DISPUTE	HIGHWAY 20	TONASKET	S24-02705
04/25/2024	11:15	HARASSMENT	5TH	TONASKET	S24-02460
05/03/2024	20:03	ANIMAL PROBLEM	7TH	TONASKET	S24-02646
05/07/2024	18:28	JUVENILE PROB	7TH	TONASKET	S24-02734
05/16/2024	17:09	FOUND PROPERTY	WESTERN	TONASKET	S24-02953
04/29/2024	16:57	911 ABUSE	HWY 97	TONASKET	S24-02548
04/29/2024	19:20	911 ABUSE	HWY 97	TONASKET	S24-02554
04/30/2024	10:32	TRAFFIC HAZARD	HWY 97	TONASKET	S24-02563
05/19/2024	17:50	INTOXICATION	HWY 97	TONASKET	S24-03032
05/11/2024	20:32	THREATENING	3RD	TONASKET	S24-02842
04/28/2024	14:31	911 ABUSE	HWY 97	TONASKET	S24-02517
05/03/2024	19:07	ANIMAL PROBLEM	RAILROAD	TONASKET	S24-02645
05/02/2024	15:50	ANIMAL SICK	DIVISION	TONASKET	S24-02614
04/27/2024	6:26	ALARM BURGLARY	WESTERN	TONASKET	S24-02494
05/16/2024	8:28	CIVIL	HWY 20	TONASKET	S24-02938
05/11/2024	2:00	DOMESTIC DISPUT	MILL	TONASKET	S24-02820
05/09/2024	10:38	TRESPASSING	WESTERN	TONASKET	S24-02779
05/10/2024		THEFT OTHER	4TH	TONASKET	S24-02809
05/17/2024		MAL MISCHIEF	LOCUST	TONASKET	S24-02980
05/14/2024	17:30	CIVIL	WHITCOMB	TONASKET	S24-02902

### **EMS Calls - Last 30 Days**

	-act of Days	
<b>LIFELINE EMS</b> 04/20/2024 19:53	29 TRANSFER PATIEN	E24-01874
04/24/2024 19:55	TRANSFER PATIEN	
04/25/2024 17:08	TRANSFER PATIEN	E24-01936
04/26/2024 00:50	TRANSFER PATIEN	E24-01951
04/26/2024 00:50	TRANSFER PATIEN	E24-01954 E24-01968
04/27/2024 13:01	TRANSFER PATIEN	E24-01966
04/29/2024 13:01	TRANSFER PATIEN	E24-01979
05/01/2024 21:29	TRANSFER PATIEN	E24-02021
05/02/2024 13:02	TRANSFER PATIEN	E24-02036
05/04/2024 16:00	TRANSFER PATIEN	E24-02070
05/05/2024 09:13	TRANSFER PATIEN	E24-02113
05/05/2024 09:13	TRANSFER PATIEN	E24-02127
05/06/2024 12:18	TRANSFER PATIEN	E24-02155
05/06/2024 19:59	TRANSFER PATIEN	E24-02163
05/10/2024 05:13	TRANSFER PATIEN	E24-02103
05/10/2024 18:03	TRANSFER PATIEN	E24-02214
05/10/2024 10:05	TRANSFER PATIEN	E24-02224
05/11/2024 14:57	TRANSFER PATIEN	E24-02238
05/11/2024 16:54	TRANSFER PATIEN	E24-02241
05/12/2024 02:31	TRANSFER PATIEN	E24-02249
05/08/2024 09:59	TRANSFER PATIEN	E24-02188
05/13/2024 13:10	TRANSFER PATIEN	E24-02280
05/13/2024 13:17	TRANSFER PATIEN	E24-02281
05/16/2024 00:43	TRANSFER PATIEN	E24-02328
05/17/2024 20:15	TRANSFER PATIEN	E24-02357
05/18/2024 06:37	TRANSFER PATIEN	E24-02364
05/19/2024 06:56	TRANSFER PATIEN	E24-02385
05/19/2024 08:48	TRANSFER PATIEN	E24-02388
05/19/2024 11:25	TRANSFER PATIEN	E24-02391
OROVILLE EMS	2	
05/07/2024 13:04	FALL	E24-02170
05/04/2024 12:46	SICKNESS	E24-02112
TONASKET EMS	6	
05/08/2024 09:31	MEDICAL	E24-02187
04/29/2024 14:54	ABDOMINAL	E24-02015
05/15/2024 12:47	BREATHING	E24-02322
05/09/2024 17:43	MEDICAL	E24-02210
05/09/2024 20:12	BREATHING	E24-02211
05/13/2024 10:29	INJURED PERSON	E24-02276

### Fire Calls - Last 30 Days

TONASKET FIRE		2
04/20/2024 15:20	FIRE WILDLAND	F24-00662
05/13/2024 10:29	INJURED PERSON	F24-00812

S WHITCOMB AV S TONASKET AVE



PH: 509-486-2151 • www.nvhospital.org

### Dear North Valley Hospital Community,

I hope this letter finds you well and in good spirits. As we approach the transition from spring to summer, I wanted to take a moment to update you on some important developments here at North Valley Hospital, as well as to extend our heartfelt appreciation for your ongoing support.

Firstly, I am excited to announce a significant change in how we will be delivering our updates to you, our valued community members. Over the years, our biannual newsletters have served as an important means of communication, keeping you informed about the latest news, events, and advancements within our hospital. However, in our continuous efforts to improve efficiency and better serve your needs, we have made the decision to transition from a printed newsletter to an electronic version.

This transition to an e-version newsletter is driven by several factors. Firstly, it allows us to significantly reduce our environmental footprint by minimizing paper usage. Additionally, it enables us to streamline our communication process, ensuring that the information we share with you is more timely and relevant. Moreover, by embracing digital platforms, we can better tailor our content to meet the specific interests and preferences of our readers, ensuring that you receive the information that matters most to you.

To sign up to receive the newsletter go to nyhospital.org. If you prefer to stick with paper there will be copies of our latest update available at the Hospital Main Desk and Oroville Health and Rehab.

We are confident that this transition will not only enhance the accessibility and reach of our updates but also provide a more engaging and interactive experience for all members of our community. We appreciate your understanding and support as we embark on this exciting new chapter.

In the spirit of celebration, I would also like to take this opportunity to recognize and express our deepest gratitude to the dedicated nurses and healthcare professionals who tirelessly serve our community each and every day. As we mark both Nurses Week and Hospital Week, we extend our sincerest thanks to our nurses, doctors, technicians, support staff, and all healthcare workers for their unwavering commitment to excellence and compassionate care.

Furthermore, I would like to highlight that May is Stroke Awareness Month, a time dedicated to raising awareness about the signs, symptoms, and prevention of strokes. It is crucial for all members of our community to recognize the importance of early intervention and seek prompt medical attention if they or their loved ones experience any warning signs of a stroke. Time is of the essence, and by acting swiftly, we can potentially save lives and minimize the long-term impact of this debilitating condition.

### LAW ENFORCEMENT SERVICES AGREEMENT

### BETWEEN OKANOGAN COUNTY, WASHINGTON AND CITY OF TONASKET, WASHINGTON

THIS AGREEMENT is made and entered into on this 21st day of Lebonary, 2023, by and between the County of Okanogan, Washington, hereinafter referred to as "COUNTY," and the City of Tonasket, Washington, hereinafter referred to as "CITY," each party having been duly organized and now existing under the laws of the State of Washington.

### WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of certain law enforcement services by the Okanogan County Sheriff's Office; and,

WHEREAS, the COUNTY is agreeable to delivering law enforcement services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are authorized by the provisions of RCW Chapter 39.34 Interlocal Cooperation Act; and

WHEREAS, the latest agreement between THE COUNTY and THE CITY will expire March 1, 2023 in accordance with terms of the contract.

**NOW THEREFORE**, the parties agree as follows:

### A. THE COUNTY AGREES:

- 1. By and through its Sheriff, to provide law enforcement services within the corporate limits of the CITY. This service shall include, but not be limited to residential night patrols, a presence at school functions such as walking through sporting events, school zone traffic enforcement, narcotics canine patrols in the schools, and escorts for school parades. Also included are the normal law enforcement duties of traffic enforcement and providing for public safety and criminal investigations. There will be scheduled quarterly meetings with the Sheriff or his designee to be held in Tonasket.
- 2. Law enforcement services shall encompass the duties normally within the jurisdiction of and customarily rendered by the Sheriff of the COUNTY and the police of the CITY.
- 3. The above referenced services include the enforcement of the statutes of the State of Washington and the Municipal ordinances of the CITY, as are enforced by the Sheriff within the unincorporated territory of the COUNTY and the police of the

- CITY respectively, EXCEPT, the enforcement of parking and animal control ordinances.
- 4. Law enforcement services will be provided to the CITY typically will be 8 shifts per week at 10.67 hours per shifts (in the absence of annual leave, sick leave or scheduled training for the CITY assigned Sheriff's Deputies) may be at any hour of the day or night as the need warrants. Hours of work, allocations of manpower and equipment for this purpose will be at the discretion of the Sheriff.
- 5. To furnish all necessary personnel, supervision, equipment and supplies reasonably necessary to maintain the services indicated within the terms of this agreement as further determined by the Sheriff.
- 6. THE COUNTY will provide two (2) Sheriff's Deputies to patrol the CITY and pay the salaries and employee benefits as determined by the COUNTY consistent with the current collective bargaining agreement.
- 7. To ensure that a representative from the Sheriff's Office shall attend and report on law enforcement activities in the CITY at an average of 12 council meetings each year for the duration of the agreement to ensure that the council and Sheriff's Office maintain and open communication with regard to potential and real law enforcement concerns to the CITY.
- 8. The COUNTY will provide the bi-monthly reports as currently submitted and other reports if suggested by Council or Mayor and agreed upon by the Sheriff.

### **B. THE CITY AGREES:**

- 1. That it shall pay the total sum of NINE HUNDRED SEVENTY-FOUR THOUSAND THREE HUNDRED SEVENTY-SIX DOLLARS (\$974,376) for the term of March 1, 2023 through March 1, 2026. Payments by the CITY of such sums shall be made in 36 monthly installments of \$27,066, during the term herein.
- 2. In the event overtime is necessary to perform the law enforcement duties as outlined in this Agreement or under the following situations: unforeseen emergencies, extenuating circumstances, special events or upon request from the city for additional services, a separate invoice shall be sent to the CITY for such charges. Jailing, Dispatch, and other justice system services are not covered by this Agreement.
- 3. Any public agency entering into an agreement pursuant to chapter 39.34, may appropriate funds and may sell, lease, give, or otherwise supply property, personnel, and services to the administrative joint board or other legal or administrative entity created to operate the joint or cooperative undertaking. That the COUNTY shall provide one (1), fully equipped law enforcement vehicle for each Sheriff's Deputy. The CITY will pay depreciation of \$13,300 annually for each of these vehicles which is included in the cost of the contract.
- 4. That the CITY attorney and/or the CITY clerk, upon request by the Sheriff's Office and/or Prosecutor's Office, shall provide COUNTY officials with written assurance that procedures required in the implementation of certain provisions of CITY ordinances or sections of the CITY code have been complied with and performed according to law and that the appropriate law enforcement services requested or required of the Sheriff's Office are timely and appropriate.

### C. IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. That the CITY specifically authorizes the COUNTY, by and through the Okanogan County Sheriff, to enforce the municipal ordinances as though said Sheriff were the Chief Law Enforcement Officer of the CITY; and, insofar as it may be required by state law, the County Sheriff shall be designated Chief of Police of the City of Tonasket and that the Sheriff or designee shall be reasonably available to the Mayor or Mayor's representative for consultation as necessary regarding CITY law enforcement and/or regarding provisions of this Agreement.
- 2. That the delivery of law enforcement services, the standards of performance, the discipline of deputies and other matters incident to the performance and control of personnel involved in such services shall be the responsibility of the COUNTY alone. The CITY may submit comments or concerns regarding the deputies to the Sheriff.
- 3. All court services, booking, and incarceration expenses shall be covered by a separate agreement.
- 4. All persons employed for the purposes of performing law enforcement services contemplated within the terms of this Agreement are COUNTY employees. The COUNTY shall provide and maintain liability insurance coverage, with the CITY named as an additional insured and shall provide to the CITY EVIDENCE in the form of a certificate of insurance from a solvent insurance provider and/or a letter confirming coverage from a solvent self-insurance pool.
- 5. To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers. In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. The above indemnity obligations in Paragraph C5 shall survive the termination and/or expiration of this Agreement.
- 6. That the CITY shall not be liable for compensation to any COUNTY employee for injury or sickness arising out of his/her employment or by reason of the performances of any services contemplated in this Agreement.
- 7. The term of this Agreement shall be from the first day of March, 2023 and shall terminate the 1<sup>st</sup> day of March, 2026, provided that this Agreement may be extended by written agreement between both parties.
- 8. This Agreement may be renegotiated in the second and third year of the contract in the event that an increase in the wages of the Field Deputies exceeds 6% in any

- given year. Any increase in the annual charge to the CITY shall be negotiated in whole dollar(s) amounts.
- 9. TERMINATION: This Agreement may be terminated at the request of either party PROVIDED that the other party must be notified one hundred twenty (120) days in advance of the date proposed as termination of this Agreement in order to facilitate transfers of services and responsibilities in a smooth and efficient manner and to allow for appropriate budget restructuring and manpower allocations by both parties. Such 120-day notice provision of this paragraph may be waived upon consent of both parties to this Agreement.
- 10. Upon giving notice of termination, the parties agree to commence work on and to complete a transition plan providing for an orderly transition of services and responsibilities from the COUNTY to the City within such 120-day period. The transition plan shall identify and address personnel, capital equipment, workload and other issues related to the transition. Each party shall bear its respective cost in developing the transition plan.
- 11. Any modification of the Agreement may be accomplished only by written agreement between the COUNTY and the CITY and no oral understandings or agreements shall suffice to amend the terms of this Agreement.
- 12. The COUNTY and the CITY shall select representatives to act as a joint board for implementation and proper administration of this Agreement, and will refer problems of implementation to the governing body of the COUNTY and of the CITY for resolution, if necessary. The joint board provided in this paragraph shall meet at least quarterly as agreed upon by the joint board members.
- 13. The parties to this Agreement agree that in the event that differences arise between the parties with respect to the interpretation of implementation of any of the provisions of this Agreement, such differences shall be submitted to the Board of Arbitration for resolution by giving written notice requesting arbitration. The Board of Arbitration will be established within thirty (30) days of written notice of arbitration being given by each party designating an individual to act as arbitrator and the two individuals so designated by the parties shall themselves select a third individual to sit as chairman of the Board of Arbitration. The parties agree to be bound by the decision of the arbitration panel with respect to such differences as may arise. The costs of the arbitrators designated by each respective party shall be borne by the party appointing the same, and the cost of the third individual to sit as the chairman of the Board of Arbitration shall be split equally between parties.
- 14. In the event that the Board of Arbitration established by Paragraph C13 above should invalidate any provision of this Agreement or determine that any provision of this Agreement is unenforceable, remaining provisions of this Agreement shall nevertheless continue to be valid and enforceable as between the parties, provided, however, that if either or both of the parties to this Agreement determine, pursuant to Paragraphs C9 and C10 above, the Agreement should be terminated, then in that case the provisions of Paragraphs C11 and C12 shall control, and will survive the termination of the Agreement.

15. That Okanogan County is an Equal Opportunity employer and has nondiscriminatory hiring practices.

IN WITNESS WHEREOF the parties hereto have executed this Agreement to become effective on the day and the year first above mentioned.

### CITY OF TONASKET

Mayor Kené Maldonado City of Tonasket

Approved as to form:

Michael D. Howe, Attorney, City of Tonasket

ellie J. Attuvor

Attest:

Alice J. Attwood, City Clerk-Treasurer City of Tonasket BOARD OF COUNTY COMMISSIONERS OKANOGAN, WASHINGTON

Approved Remote Chris Branch, Chairman

Andy Hover, Member

Jon Neal, Member

Laleña Johns, Clerk of the Board

Okanogan County

Attest:

Paul Budrow, Sheriff

Esther Milner, Chief Civil Deputy Prosecutor

OMM

### Alice Attwood

Subject:

Special Council Meeting

Location:

https://us02web.zoom.us/j/85602674742

Start: End: Wed 6/5/2024 6:00 PM Wed 6/5/2024 9:00 PM

Recurrence:

(none)

**Meeting Status:** 

Meeting organizer

Organizer:

Alice Attwood

Alice Attwood is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

https://us02web.zoom.us/j/85602674742

Meeting ID: 856 0267 4742

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### One tap mobile

- +12532050468,,85602674742# US
- +12532158782,,85602674742# US (Tacoma)

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### Dial by your location

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- +1 253 215 8782 US (Tacoma)
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- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 689 278 1000 US
- +1 929 205 6099 US (New York)
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