

Tonasket City Council Agenda
Tuesday, February 27, 2024
6:00 pm

VIRTUAL ZOOM MEETING ID 899 4060 3404
Phone Number 1-253-215-8782

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Public Comment (Agenda Items)
- 5) Approval of Agenda **Action Item**
- 6) Approval of the minutes of the previous meeting **Action Item**
- 7) Public Comment
- 8) Tree Board Report—Rob Thompson
- 9) Roger Castelda
- 10) Unfinished Business
 - a) City of Tonasket Parade Policy **Action Item**
 - b) Project Board Discussion
 - c) Approve Site Host Agreement with EV Charging Solutions **Action Item**
 - d) Approve Contract with Okanogan County for Planning Only funds for Chief Tonasket Park South Access Point **Action Item**
 - e) Approve Contract with Okanogan County for funds for Tonasket Perfect Passage Phase 1 **Action Item**
 - f) Approve 4th St. TIB Contract Completion **Action Item**
- 11) Mayor/Council/Committee Reports
- 12) New Business
 - a) Approve updated Clerk-Treasurer Job Description **Action Item**
 - b) Approve Clerk-Treasurer position becoming a salaried position **Action Item**
- 13) Miscellaneous and Correspondence
- 14) Adjournment

Council Memo
Tuesday, February 27, 2024
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TO: Mayor and City Councilmembers

FROM: City Clerk-Treasurer

Rob Thompson, a member of the Tree Board, will be in attendance to give a report on the activities of the Tree Board. I have attached a written report for you to review.

Roger Castelda asked to be on the agenda to request placing a sign on the walking bridge over Bonaparte Creek to honor and recognize George Frank. **Suggested Motion: I move to allow the Armed Forces Legacy Group to place a sign on the walking bridge over Bonaparte Creek in memory of and to honor George Frank.**

The Parade Policy is on the agenda for approval. This document is being prepared to make it easier and more efficient for city staff and the parade event person. If something isn't working well it will be important that both sides communicate this and the policy can be looked at and revised if necessary. **Suggested Motion: I move to approve the Parade Policy as presented.**

Project board discussion.

A draft host site agreement for the EV chargers is attached. There is also a site plan that I have sent to Varela Engineering to make sure the chargers won't interfere with the Perfect Passage. I would think the chargers should all be located on the north side of the parking lot as shown on the attachment from Kurt but not sure where the ADA parking spot would fit in. Just some details to work out. This has not been reviewed by Attorney Howe as of yet. If you are ready to approve: **Suggested Motion: I move to approve the Site Hosting Agreement with EV Charging Solutions for _____ DCFC Stations and _____ Level II Stations contingent on approval of Attorney Howe.**

The contract with Okanogan County for the Chief Tonasket Park South Access Point Planning Only Project is ready for adoption. This will be sent to Attorney Howe for review. The amount of the funding is \$138,000. **Suggested Motion: I move to approve the Contract with Okanogan County for Planning Only funds in the amount of \$138,000 for Chief Tonasket Park South Access contingent on Attorney Howe's review.**

The contract with Okanogan County for the Tonasket Perfect Passage Phase 1 project is ready for adoption. The funding is \$115,000.00. **Suggested Motion: : I move to approve the Contract with Okanogan County for funds in the amount of \$115,000 for Perfect Passage Phase 1 contingent on Attorney Howe's review.**

In the interest of Succession Planning for the City, a new updated job description for the Clerk-Treasurer has been developed. This was a subject matter of importance discussed at the annual retreat last year. **Suggested Motion: I move to approve the new updated Clerk-Treasurer job description as presented.**

Also, in the process of succession planning, it has been determined as an administrative person, the Clerk-Treasurer position should be a salaried position. **Suggested Motion: I move to make the Clerk-Treasurer position a salaried position beginning March 1, 2024.**

The 4th Street TIB project contract completion is attached for your review. **Suggested Motion: I move to approve and authorize the Mayor to sign the 4th Street TIB Project Contract Completion Updated Cost Estimate.**

DRAFT

Minutes of the Regular Meeting of the Tonasket City Council, February 13, 2024

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

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

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

Roll Call was taken.

Public Comment (agenda): None

Motion to approve the agenda with the addition of 9.d) Project Board. M/McMillan, S/Levine. Carried 5:0.

Public Comment (other): None

Mike Torrence/ Founder's Day Parade: Mike Torrence with The Farmer's Market spoke about the plans for the Founder's Day Parade for 2024. He requested any contacts with resources or history. The parade will be May 25th, 2024, the same weekend as the rodeo. He met with Lori Sawyer and will attend a Comanchero's meeting. He would like to recruit more log trucks, classic cars, old tractors and possibly kids walking pets. He wants 50+ horse riders to be at the end of the parade. The parade will start at 5th St this year and go to 1st St.

Michael Stewart/ Chamber of Commerce: Not present.

Unfinished Business:

- a) **Motion to approve the City contributing \$12,000.00 from the City Hall/ Park Reserve Fund to Tonasket Junior Baseball Project to complete the project toilet enclosure.** M/Weddle, S/McMillan. Carried 5:0.
- b) **Motion to authorize the purchase of 6 iPads for the Mayor and Council in the amount of \$9358.80 from Gardinier Tech.** M/Weddle, S/Levine. Discussion. Carried 4:1. McMillan voted no.
- c) **Motion to approve the 4% increase for the City Superintendent and City Clerk-Treasurer for 2024 as per Resolution 2021-08.** M/McMillan, S/Weddle. Discussion. Carried 5:0.
- c) **Motion That the 4% increase for the City Superintendent and City Clerk-Treasurer are retroactive January 1, 2024, and based on 2023 wage.** M/McMillan, S/Weddle. Carried 5:0.

d) **Project Board:** The Council went through the project board list and discussed each project in depth. Halfway through the project board discussion Michael Stewart entered the meeting and the floor was turned over to him.

Michael Stewart/ Chamber of Commerce: Michael Stewart, Chamber of Commerce President, informed the Council that he was catching up with things that had been behind on for the Chamber. They are going to order the playground equipment and will pay for the insurance for the Founder's Day Parade this year. He will work with Mike Torrence on the parade. They are setting up fiber for the RV Park and making setting up reservations easier and updating the website.

d) **The Council resumed with the Project Board list discussion.**

Department Head Reports:

Danison

- Planning Commission next Tuesday, will be continuing the Public Hearing on proposed amendments to the Zoning Code and Official Zoning Map. Handed out a copy of the regulations to the mobile vendors in town but haven't received any feedback. They will start reviewing the Comprehensive Plan next month.
- Will get together with Kurt Holland about the scope of work for the South Chief Tonasket Park access.
- Will meet with Clerk-Treasurer Attwood to finish the Park Plan.

DRAFT

Johnson

- General maintenance at the shop.
- Fixing potholes.
- Maintaining playground equipment for spring.
- Placed a new radar sign on Havillah Rd.

Yarnell

- Written report sent to Council.
- Cody Lund was promoted to Sargeant so that leaves a vacant deputy spot.
- Will be meeting with Superintendent Young about a school resource officer.

Taylor

- Issued two residential permits for 2 duplexes- 4 units.
- Inspecting existing permits.
- Tagged multiple vehicles after the snow and took care of a garbage complaint.

Attwood

- Working on Cemetery Regulations and Ordinance.
- The existing EV Charger can stay as is, the city can buy it or it can be removed.
- Will have an Interlocal Agreement at the next meeting for the new EV Chargers.
- The Tree Board will be asked by Gay at the meeting on Friday to come to the next meeting with a report.

Mayor/Council/Committee Reports:

Levine

- Inquired about the length of time to get a building permit.
- Was in Olympia for her job so couldn't go to the Perfect Passage meeting.
- OCOG meeting; wildfire program to focus on Tonasket, and other towns that have been affected by wildfires, to help with being prepared for victims that need FEMA funds.
- New pavement projects in the county are taking longer because of new requirements, want to make sure Varela is aware so it doesn't slow down the Perfect Passage.
- Budrow is talking to cities about hiring an animal control officer for the county.

Cerrillo

- Went to the Ziplly Groundbreaking, there were about 30 people there.

Hill

- Didn't go to Ziplly.
- Inquired on a contractor for ADA ramps for a business on Whitcomb.
- Gay has been cleaning out the storage area.
- Inquired about the Cemetery sign.
- Inquired about when the Tree Board will report.
- Inquired about who owns the building at the RV Park.

Weddle

- The Perfect Passage is close to going out for bid.
- Visited the Ziplly Ribbon Cutting.
- Wants to set up the quarterly meeting with the Sheriff's Office.

McMillan

- Went to the Groundhog Day feed.
- Asked for one minute of silence for George Frank.

New Business:

- a) **Parade Policy:** Give Attwood your ideas and she will have an updated policy at the next meeting.

DRAFT

Miscellaneous and Correspondence:

- Attached to the packet is a senior class letter.
- Certificate of Appreciation for recognition of contributions in protecting and preserving cultural resources on behalf of and for the CTCR.

Motion to approve the Consent Agenda: the minutes of the previous meeting, the January Payroll \$61,159.71 (12846-12861 & Direct deposit 1-31-24) and February Bills \$268,618.06 (12844, 12845, 12862-12917 & EFT 1-3), M/McMillan, S/Levine. Carried 5:0.

There being no further business the meeting was declared adjourned at 8:06 pm.

Joël Pilkinton, Deputy Clerk-Treasurer

Tonasket Tree Board

27 City Trees Pruned in Tonasket May – October 2023

May 16, 2023 Founders Day Park, TVBRC and City Hall

Red Crimson Maple (behind TVBRC)
Mountain Hemlock (behind TVBRC)
California Juniper (Founders Day Park)
Crabapple (Founders Day Park) x2
Alaskan Yellow Cedar (Founders Day Park)
Cherry (damaged, on 3rd St near gazebo)
Crabapple (between City Hall and old Police Bldg)
Dogwood (parking lot of City Hall)
Horse Chestnut (behind TVBRC)

July 3, 2023 City Hall / Library and Little Learners Park

English Oak (City Hall parking lot)
Seven trees total at Little learners Park with Rob Thompsen (including smoke trees and unknown shrubs along playground sitting area w/concrete wall)

July 29, 2023 3rd Street, near Iron Grill & American Legion

Three Plum trees (ornamental, on N side of Iron Grill) x2
River Birch (Small, Am Legion parking lot along 3rd St) x2
White Paper Birch (Small, Am Legion parking lot along 3rd St) x2

August 31, 2023 Corner of 4th & Western (Coop Corner)

Western Red Cedar in Co-Op garden that overhangs across city sidewalk and was obstructing the view of the stop sign
Two Bebb Willows at Tonasket Cemetery "Rock Garden"
Lilac Trees at Cemetery "Rock Garden" (removed dead wood)
Crab Apple at Library side entrance

3rd Street TVBRC and Founders Day Park

BEFORE

AFTER



BEFORE

AFTER

City Hall



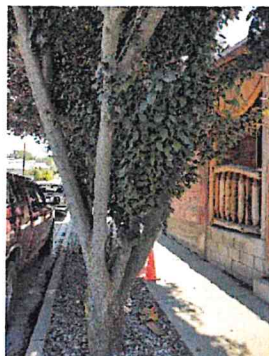
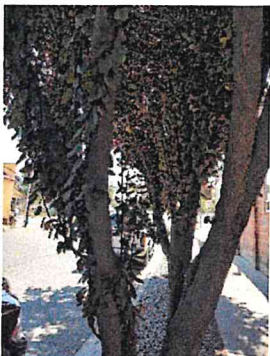
3rd Street - BEFORE

AFTER



BEFORE

AFTER



City of Tonasket Parade Policy

The purpose of the City of Tonasket Parade Policy is to ensure that everyone is aware of the proper procedures and on the same page when it comes to the safety of the citizens and the assurance that the event is run smoothly and without incident.

(who is responsible for what?)

- 1) It is the responsibility of the group holding the parade to contact city hall and make sure the paperwork for WSDOT is filed correctly. **This paperwork needs to be submitted to city hall 30 days prior to the event.** It includes proof of liability insurance, and a parade route plan that must be followed INCLUDING those persons who will be flagging and directing traffic, where the detour route will go and where the barriers will be placed. (If the parade is not on Hwy 97, then this paperwork is not needed.)
- 2) Proof given to the City that the Sheriff's Department has been notified of the parade and requested to assist with traffic. Ensure Okanogan County Sheriff's Office will be present. (The event organizer and the City staff can work together on this. Communication is key!)
- 3) It is imperative that the personnel that have volunteered to help with the traffic at intersections and direct traffic are on site.
- 4) Arrangements must be made with the Tonasket Public Works Department no less than 5 days prior to the event, as to who will be responsible for the street barriers. Public Works will set the barriers on the side of the streets, the event person will set them up and take them down.
- 5) On the day of the parade the street barriers must be in place 1 hour prior to the beginning of the parade.
- 6) On the day of the parade, after the conclusion of the parade, the street barriers must be removed and put on the side of the street no later than 1 hour after the parade ends.
- 7) If the event person is utilizing the TVBRC and parking lot, the event person needs to contact Public Works for garbage cans 5 days prior to the event and fill out and pay for a City Property Use Permit.
- 8) One way sign on South Tonasket Ave is covered up to allow for two-way traffic. Event personnel is responsible for this and also removing it.

Committee/Staff	Original Assignment	Date/s Presented	Updates	Date Completed
<p align="center">Airport</p>	<p>Interlocal agreement with Airport Committee: During the month of December, there was an exceptional amount of snow which caused a lot of troubles with plowing, ice etc. There was movement between the airport club and the city to create a list of duties and responsibilities so that everyone is on the same page. Passed off to Mayor when he returned from vacation.</p>	<p align="center">Dec. 2023</p>	<p>Waiting on Committee and Mayor to complete and bring back to council.</p>	
<p>Parks/Pool</p>	<p align="center">Review Swim Team Agreement</p>	<p align="center">Jan. 10, 2023</p>	<p align="center">Pending Committee Recommendation</p>	
<p>Building Official/Code Enforcement</p>	<p>Ordinance Policy for ticketing: Randy and team will start working on building a policy for ticketing safety concerns.</p>	<p>Jan. 10, 2023 Dec. 2023 Feb. 13, Mayor is not in favor could be brought back up if a council member or staff would like.</p>	<p>Randy and team will start working on building a policy for ticketing safety concerns. Dec. 2023: Randy wrote up an initial policy for the Mayor to look at and then take to Council for vote. We are ready to move forward with recommendations from the Attorney.</p>	
<p>Clerk</p>	<p>Park Plan: Kurt D. is wondering what the status of the Park Plan is.</p>	<p align="center">Researching</p>	<p>No action from the Council at this time.</p>	
<p>Airport</p>	<p align="center">Finalize additions to the Hanger Lease Agreement</p>	<p>Dec. 12 Jan. 23, 2024 Waiting on Committee Assignments to continue.</p>	<p>Dec. 12 Waiting on attorney to review possible additions.</p>	

<p>Mayor</p>	<p>Chamber would like to donate playground equipment for History Park. Marylou Kriner came with a specific piece of equipment she would like to purchase. Mayor will contact insurance company to see if equipment meets our standards.</p>	<p>Nov. 28, 2023, Dec. 12, 2023 Jan. 23, 2024</p>	<p>Dec. 12 Jeff asked where we are. Replied that we are waiting on the check with insurance. Jan 23. Patti asked where we are with playground equipment. Marylou was present and said Chamber is deciding in a week where the money will go if the City has not responded. City is waiting on insurance to check company and equipment.</p>	<p>Completed Feb. 13</p>
<p>Mayor</p>	<p>Council asked the Mayor to have the Tree Board come to council and give a report.</p>	<p>Jan. 23, 2024</p>	<p>They will be coming on Feb. 27</p>	
<p>Streets</p>	<p>Check in codes for parking</p>	<p>Feb. 13, 2024</p>		
<p>Public Building</p>	<p>Chamber would like to use TVBRC Building for a meeting space once or twice a month. How much? Can they?</p>	<p>Feb. 13, 2024</p>		
<p>Public Building</p>	<p>Update on Kiosk</p>	<p>Feb. 13, 2024</p>		
<p>Council</p>	<p>Give feedback to Alice on the Parade policy.</p>	<p>Feb. 13, 2024</p>	<p>Will be on the agenda for the next meeting.</p>	



SITE HOST AGREEMENT

This Site Host Agreement (hereafter the “**Agreement**”) is effective as of _____ (hereafter the “**Effective Date**”) by and between EV Charging Solutions, Inc., a California corporation with its principle at 11800 Clark Street, Arcadia, California 91006 (hereafter “**EVCS**”), and City of Tonasket, with its principal place of business located at _____ (hereafter “**Site Host**”). EVCS and Site Host may collectively be referred to herein as the “**Parties**” or individually as “**Party**.”

RECITALS

WHEREAS, EVCS has access to public and/or private funding to install and operate Level II Charging and/or Direct Current Fast Charging (“**DCFC**”) stations used for charging and/or recharging electric vehicles (hereafter the “**Equipment**”); and

WHEREAS, this funding is intended to improve the availability and reliability of electric vehicle charging systems; and

WHEREAS, Site Host wishes to allow the construction, operation, and/or maintenance of one or more items of Equipment on its real property (hereafter “**Property**” and/or “**Site**”) in the location more specifically identified herein and also wishes to allow public use of the Equipment; and

WHEREAS, the Parties wish to collaborate by utilizing their respective resources to promote the electric transportation sector; and

WHEREAS, the Parties wish to share the revenue realized from the sale of electricity stemming from the utilization of the Equipment on the Property as more fully described below; and

WHEREAS, the Parties desire that this Agreement shall remain in effect, subject to the terms and conditions set forth below, for ten (10) years after the commissioning date (i.e., date when the Equipment is placed in service on the Property);

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, EVCS and Site Host agree as follows:

1. Recitals

The Parties agree that the foregoing Recitals are true, correct, and accurate.

2. EVCS’ General Obligations for Equipment and Services



EVCS shall provide the following equipment and services at EVCS sole expense:

- a) Purchase of the Equipment (consisting of _____ **DCFC Stations** and _____ **Level II Stations**), the general specifications for which are detailed in **Exhibit A** together with all other mechanical, electrical, and physical components necessary for the installation, connection, and operation of the Equipment in accordance with this Agreement (the Parties agree that the Equipment delivered to the Property shall be the same or similar to the equipment detailed in **Exhibit A**);
- b) Preparation of the Property and installation of the Equipment at the location(s) approved, specified and identified by Site Host (the “**Project Site**”) and performed by qualified and licensed contractor(s) in accordance with local codes, permitting, and inspection requirements, as detailed in **Exhibit B**. For the purposes of initially creating a rebate application and reserving funding for the Project, EVCS and Site Host may mutually agree to leave Exhibit B blank upon initial execution. Once funding is reserved and further feasibility and recommendations are made by EVCS’ electrical contractor in accordance with Site Host’s written approval, the Parties shall further specify the approved location(s) and Site design by mutual written agreement on Exhibit B;
- c) Payment of all costs of its contractors associated with the delivery, site preparation, installation, and setup of the Equipment at the Project Site;
- d) In EVCS’ sole discretion, design, installation, wiring, connection and integration of the charging system, consumption/use meters, and related equipment into the public power grid in a manner sufficient to allow operation of the charging station(s) and the ongoing metering of power usage from each charging port;
- e) Ongoing maintenance/repairs of the Equipment for the term of the Agreement;
- f) All necessary communications, instructions, and network systems to facilitate public use of the Equipment to charge electric vehicles;
- g) Periodic reports to Site Host on the utilization of the Equipment; and
- h) Return the Refundable Deposit (if applicable) to Station Host upon successful installation of the Equipment, which shall be defined as installation, final inspection approval and energizing of the Equipment for its intended use.

3. Site Host General Obligations

Site Host shall undertake the following, at Site Host's sole expense:

- a) Provide full, complete and unfettered access to EVCS for the placement, use, and operation of the Equipment at the Project Site for the full term of this Agreement;
- b) A five thousand dollar (\$5,000) refundable deposit (hereafter "**Refundable Deposit**") to EVCS is waived.
- c) Provides the necessary temporary construction access for EVCS and its contractors for preparation of the Project Site and for installation of the Equipment;
- d) Provides necessary ongoing utility easements and / or access for installation, usage, and maintenance of power lines, conduits, meters and Equipment;
- e) Allow full, complete and unfettered ongoing access to the Project Site and Equipment in order for EVCS to collect, use, and distribute data;
- f) Will not knowingly allow the Equipment to be, and will take all reasonable steps to prevent the Equipment from being opened, accessed, modified, or repaired by anyone other than EVCS or its licensed contractors;
- g) Will not sell, alienate, hypothecate, transfer, assign, encumber or otherwise pledge the Equipment;
- h) Use best efforts to prevent damage and vandalism of any type to the Equipment;
- i) Will not, and will not permit or allow any third party to, open, move, modify, reverse engineer, or disassemble the whole or any part of the Equipment or any part thereof in any manner;
- j) Will not, and will not permit or allow any third party to, uninstall the Equipment;

- k) Allow EVCS and its approved contractors full, complete and unfettered access to the Project Site for installation, maintenance, repair, replacement and approved de-installation of the Equipment;
- l) Cause the Project Site to be maintained in a clean, safe, and orderly condition, utilizing at least the same standard as to which other areas at the Property that are under the Site Host's control are maintained;
- m) Assign to EVCS all right, title and interest in and to all and any rebates that Site Host may receive relating to the Equipment, and/or this Agreement; including, but not limited to, (a) rebates or other payments based in whole or in part on the cost or size of equipment, (b) performance-based incentives paid as periodic payments, (c) tax credits, grants or benefits, and (d) any other attributes, commodities, revenue streams or payments, in each of (a) through (d) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority.
- n) Assign EVCS all right, title and interests in and to environmental credits (e.g., carbon credits) relating to the Equipment, and/or this Agreement; including, but limited to electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights.
- o) Assign EVCS all right, title and interest in and to the enrollment of the Equipment into a demand response program and any and all economic benefit arising from such an enrollment. If demand response program benefits credits the Site Host utility bill, the utility bill credit will be used to offset cost of electricity described in paragraph 4 and subchapter d (4.d.) and demand charges described in paragraph 4 and subchapter e (4.e.) and if the demand response credits are in excess of demand charges and cost of electricity, EVCS can request Site Host for reimbursement of such excess. The Site Host agrees to issue such a reimbursement within thirty (30) days of request by EVCS.
- p) Promptly execute the Easement Agreement upon the request of EVCS or the applicable utility service provider. If the Site Host fails or refuses promptly to execute and return such Easement Agreement, whether due to Site Host's incapacity or any other cause, Site Host hereby irrevocably designates and appoints EVCS, and its duly authorized officers and agents, as Site Host's agents and attorneys-in-fact to execute and deliver such document and do all other lawfully permitted acts to further the easement rights described therein with the same force and effect as if executed by Site Host. Site Host agrees that this appointment of EVCS as agent and holder of this limited

power of attorney is durable and coupled with and interest. In the event that such Easement Agreement is not executed by Site Host as described above, and if such failure or refusal to execute such agreement blocks or precludes the completion of installation of the Equipment on the Project Site despite EVCS' exercise or attempted exercise of its rights as Site Host's agent and holder of Site Host's power of attorney, Site Host agrees that, in addition to all other rights and remedies available to EVCS hereunder, Site Host shall reimburse EVCS for all costs incurred by EVCS in connection with the preparation of the Project Site and/or the incomplete installation of the Equipment.

- q) Shall fully cooperate and promptly communicate with EVCS during the entire time period required by EVCS to complete the preparation of the Project Site and the installation of the Equipment. Site Host understands and acknowledges that EVCS will expend a significant amount of time, resources and effort to assess the Project Site, secure funding for the installation of the Equipment, and initiate engineering and design for the Equipment. Site Host further understands and acknowledges that the timeframe for completion of the Equipment installation is in part dependent on third parties, such as utility providers, rebate and permitting authorities and grant organizations, and thus the amount of time it takes to complete installation of the Equipment at the Project Site is often outside of EVCS' control. Thus, Site Host agrees that its cooperation as described above is of the essence of this Agreement, and the breach of these provisions shall be a material breach that shall cause substantial harm to EVCS.
- r) Provide EVCS with prompt notified of the sale or transfer of the Project Site, which notice shall include current contact information of the buyer or transferee.

4. Revenue Sharing

The Parties agree that:

- a) The Equipment installed by EVCS is intended to generate revenue through the patronage of customers utilizing the Equipment placed with the Site Host.
- b) EVCS shall, in its discretion, determine the price/rate at which electricity shall be sold to consumers utilizing the Equipment.
- c) EVCS will collect the proceeds generated from the sale of electricity from the Equipment placed with the Site Host and pay Site Host **\$0.05** (five cents) for each kWh of electricity sold to customers utilizing the DCFC Equipment and **\$0.03** (three cents) for each kWh of electricity sold to customers utilizing Level II Equipment, plus 100% of the cost of electricity utilized by the equipment; in the event the Site Host is responsible to pay for the cost of such electricity usage. Site Host may, in Site Host's discretion, offer certain customers free or discounted charging rates, provided,

however, that EVCS will offset any revenue share amounts owed to Site Host by an amount proportionate to the reduction in revenue caused by such discounts. In the event there is a balance owed from Site Host to EVCS as a result of such discounts, Site Host shall remit payment to settle said balance within ninety (90) days of receipt of a request for payment from EVCS.

- d) In the event Site Host incurs any utility provider assessed incremental demand charges strictly in connection with the operation of the installed Equipment, Site Host shall present these charges, including any support and back-up documentation that substantiates the charges to EVCS, and EVCS shall reimburse Site Host for these substantiated charges within ninety (90) days of receipt of a request for payment from EVCS.
- e) EVCS at its sole option will have the right to own the electricity service meter and/or utility service account servicing the Equipment.
- f) EVCS will use commercially reasonable efforts to install a separate electric meter as allowed by the utility provider at the Property through which electrical costs shall be tracked. In the event EVCS deems installing a separate meter is impractical or uneconomical for any reason, the Equipment shall be connected to Site Host's existing electrical meter. In order to allow EVCS to perform the necessary revenue sharing calculations, and reimburse any electrical costs, Site Host will provide EVCS with a hard copy or electronic/digital copy of Site Host's electricity bills or will allow EVCS to view the bills electronically on an on-going basis. In the event EVCS is unable to obtain copies of the electricity bills, or copies are not provided by the Site Host, then EVCS, in its sole discretion, may either (i) withhold payment until the electricity bills are provided, or (ii) calculate the amount of reimbursement for electricity using information available to EVCS from the administrative panel (*i.e.*, which indicates the amount of electricity that was dispensed by the charger(s)) and then assign, in its sole discretion, a per kWh value that will be multiplied by the amount of electricity dispensed by the charger(s). If EVCS chooses the above second option, then (a) once such calculation is made EVCS shall issue reimbursement for electricity based thereon, and (b) if the Site Host thereafter provides copies of appropriate electricity bills to EVCS, then EVCS will true up the calculation and issue payment for any resulting shortfall for the prior 12 months of activity from the date of electricity bills being submitted to EVCS.
- g) EVCS will have forty-five (45) days after the end of each calendar quarter, to remit the appropriate revenue share payment to Site Host. The billing cycle will begin on the first day of the quarter and end on the last day of that same calendar quarter. EVCS shall provide Site Host with a quarterly accounting statement within forty-five (45) days following the end of the previous quarter indicating the total amount of revenue

generated, including any offsets or reductions to revenue, and the resulting net revenue share amount owed to Site Host.

- h) Notwithstanding anything to the contrary in this Section 4, if the total quarterly amount owed to Site Host is less than one hundred dollars (\$100), then EVCS may, in its sole discretion, choose to withhold payment payout to the Site Host until at least one hundred dollars (\$100) is due to Site Host.
- i) See Exhibit D for Site Host ACH payment information. If such information is provided, EVCS shall make all required payments via ACH direct deposit, until further notice from Site Host.

5. Term of Agreement:

The term hereof shall begin upon the Effective Date. The date the Equipment becomes operational will hereafter be referred to as the "Commencement Date." The term hereof shall expire (unless renewed or extended) ten (10) years from the Commencement Date (hereafter the "Termination Date"), unless sooner terminated in accordance with the provisions hereof.

a) Optional Ten (10) Year Extension Option

At least ninety (90) days but no earlier than one hundred & eighty (180) days prior to the expiration of the initial Term, EVCS reserves the right to provide written notice of Ten-Year Extension to Site Host. In the event of said Ten-Year Extension, EVCS reserves the right to replace the Equipment at the Project Site with Equipment that is comparable or better to Equipment that was previously installed. If EVCS notifies the Site Host of such intent EVCS will then replace the Equipment no later than one hundred & twenty (120) days after the Termination Date. The terms of this Agreement will remain in effect during that 120-day period after the Termination Date. Site Host will take all reasonable steps to allow EVCS to remove the pre-existing Equipment and replace the pre-existing Equipment with new Equipment. EVCS shall bear the cost to remove and replace the pre-existing Equipment. The removed pre-existing Equipment will then become the exclusive property of EVCS. If EVCS elects to replace the Equipment, this will cause the termination date of the Agreement to extend for an additional ten (10) year term from the expiration of the initial Term. If the existing Equipment is replaced with new Equipment during or at the conclusion of the original Term, site host grants all interest to EVCS of any rebate(s) and/or environmental credits associated with the equipment replacement.

b) Automatic One (1) Year Renewal Clause

Provided EVCS (or the Parties) have not exercised the Ten (10) Year Extension Option, this agreement will automatically renew at the end of each Term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days but no earlier than ninety (90) days prior to the end of the relevant term.

c) Early Termination Clause

This Agreement may be terminated upon 30 (thirty) days' written notice to either party without penalty or fee in the following instances:

In the case of EVCS, at any time and for any reason prior to the submission of the permit application for construction of the Equipment, at the Project Site, or thereafter at any time in the event that EVCS determines that the construction or continued operation of the Equipment is impracticable or uneconomical.

In the case of Site Host, in the event the Commencement Date has not occurred within eighteen (18) months from issuance of the approved utility plan, and required utility easement, if applicable, provided that Site Host's rights to terminate under this section shall terminate upon the Commencement Date.

6. Ownership of Equipment and Content

EVCS shall retain title to and ownership of the Equipment. All the information, content, services and software displayed on, transmitted through, stored within, or otherwise used in connection with the use and operation of the Equipment, including, but not limited to data, text, photographs, images, illustrations, video, html, source and object code, software, internet account access, advertising, and the like (collectively, the "Content") is owned exclusively by EVCS. Once this Agreement is terminated EVCS shall remove equipment at no cost to the Site Host.

7. Installation Activities

EVCS shall, at its sole cost and expense, be responsible for all installation activities (hereafter "Installation Activities") required to support the operation of the Equipment, and services therewith, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping.

8. Limitations on Use of Project Site

The Project Site and related parking spaces made available to the Project Site may be used for providing publicly-accessible electric vehicle charging. Site Host shall provide EVCS, its employees and contractors with reasonable access to the parking spaces and Equipment and shall otherwise provide to EVCS the same amenities and services Site Host provides to other users of Site Host's parking facilities.

9. Utility Charges

EVCS shall be responsible for all electricity costs associated with both the operation of the Equipment and the charging of electric vehicles from the Equipment. Site Host shall cooperate with EVCS efforts regarding provision of electricity to the Equipment. Neither Site Host nor EVCS has any responsibility or liability for interruption, curtailment, failure, or defect in the supply of utilities furnished to the Equipment.

10. Allocation of Environmental Benefits

Site Host assigns to EVCS any renewable energy credits, allowances, or other indicators of environmental benefit attributable to the presence of the Equipment for the entirety of the time the originally installed Equipment is installed at the site but for a minimum of ten (10) years. If this Agreement extends under paragraph 5 and subchapter a (5.a.) or renews under paragraph 5 and subchapter b (5.b.), then paragraph 10 shall continue to remain in effect through the updated termination date.

11. Signage

EVCS shall have the right to place project-related signage to denote the location of the Equipment and the services available and may place other signage or advertising at the Property as EVCS reasonably determines to be practicable or appropriate.

12. Publicity

During the term of this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval, which will not be unreasonably withheld or delayed.

13. Media Content

It is agreed that EVCS shall have sole control over the solicitation, contracting, and distribution of any and all media content relating to the Equipment, including but not limited to, any media content data transmitted to or from the Equipment and displayed using the Equipment. EVCS will use commercially reasonable efforts to avoid distributing media content that actually and directly conflicts with Site Host's media and advertising.

14. Indemnification

- a) EVCS shall indemnify and hold harmless Site Host, and any tenant, guest, customer, patron, or employee of Site Host, from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from the negligence or willful misconduct of EVCS, its contractors, agents, or employees. EVCS' indemnification obligations herein shall extend only up to the limit of any insurance coverage held by EVCS and insuring it against any such liability. It is a condition of this indemnification provision that EVCS shall receive prompt notice from Site Host of any claim against Site Host for which indemnification from EVCS is claimed.

- b) Site Host agrees to indemnify EVCS, its officers, board, employees, and agents, and hold all of same harmless from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from any act or negligence or willful misconduct of Site Host, its contractors, agents or employees. It is a condition of this indemnification provision that Site Host shall receive prompt notice from EVCS of any claim against EVCS.

15. Breach and Opportunity to Cure

If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach, then the non-breaching party may terminate this Agreement effective as of the end of such thirty (30) day period. Additionally, either party may terminate this Agreement immediately if the other party (i) ceases to do business in the ordinary course; or (ii) either voluntarily or involuntarily files a bankruptcy petition which is not vacated within thirty (30) days of filing. No such termination will be deemed a waiver of any claim for damages by the non-terminating party.

If the Site Host breaches or wrongfully terminates the Agreement prior to the Termination Date, Site Host will be required to reimburse EVCS for all costs incurred relating to the installation of the Equipment within thirty (30) days of receipt of an invoice from EVCS. The Site Host will also be required to reimburse EVCS for the total amount of any rebates EVCS would have received relating to the Equipment, and/or this Agreement had the Agreement not been breached or wrongfully terminated.

16. Limitation of Liability

NO WARRANTY, CONDITION OR REPRESENTATION, EXPRESSED, IMPLIED, ORAL OR STATUTORY, IS PROVIDED TO THE SITE HOST OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION OR REPRESENTATION: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) THAT THE EQUIPMENT WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; OR (C) THAT THE OPERATION OF ANY SOFTWARE OR HARDWARE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE SITE HOST'S SOLE AND EXCLUSIVE REMEDIES HEREUNDER AND THE ONLY LIABILITY OF SITE HOST IS EXPRESSLY LIMITED TO THE TERMS OF THE AGREEMENT. EVCS SHALL NOT BE LIABLE TO THE SITE HOST, OR ANY THIRD PARTY, FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR

INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, LITIGATION COSTS, LOSS OF DATA, LOSS OF PRODUCTION, AND/OR LOSS OF PROFIT ARISING FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES.

FOR PURPOSES OF THIS PROVISION, EVCS INCLUDES EVCS' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY CLAIMS FOR DAMAGES BY EITHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ACTUAL RECOVERIES UNDER SUCH PARTY'S INSURANCE POLICIES.

17. Disputes

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of California, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts within Los Angeles County, California and agrees that those courts have personal jurisdiction over each party; (iii) venue must be within Los Angeles County, California; and (iv) the parties must submit the dispute to mediation held within the City of Los Angeles. Every mediation must be completed within 3 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 3-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial. No waiver of any provision or breach hereof is a waiver of any other provision or breach. All rights and remedies are cumulative and nonexclusive.

18. Notices

All notices and other communications provided hereunder must be in writing and will be deemed given: (i) on the date of hand-delivery; (ii) on the date when sent by facsimile (with confirmation of transmission); (iii) on the date when sent by email, with confirmation of receipt; (iv) the day after sending by a nationally recognized overnight delivery service (with confirmation of transmission); or (v) 3 days after sending by certified mail (return receipt requested).

For purposes of this Agreement, addresses for notification, unless changed from time to time in writing, shall be:

FOR EVCS:

EV Charging Solutions, Inc.
Attn: Gustavo Occhiuzzo
11800 Clark Street
Arcadia, California 91006
gustavoo@evcs.com
323.400.EVCS (3827)

Salesperson: _____

Rebate Program: _____

SITE HOST:

SECONDARY/EMERGENCY CONTACT:

Company: _____

Company: _____

Attn: _____

Attn: _____

Add. 1: _____

Add. 1: _____

Add. 2: _____

Add. 2: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

19. Successors and Assigns

The covenants, conditions and agreements contained herein shall bind and inure to the benefit of EVCS and Site Host and their respective successors and assigns. EVCS may freely and in its sole discretion assign this Agreement to a third party upon written notice to Site Host. Site Host may not assign this Agreement to any third party without prior written consent of EVCS.

20. Entire Agreement

This Agreement contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by both the parties hereto and their successors in interest.

IN WITNESS WHEREOF, this Agreement is executed by both parties, to become effective on the date last executed.

EVCS

SITE HOST

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

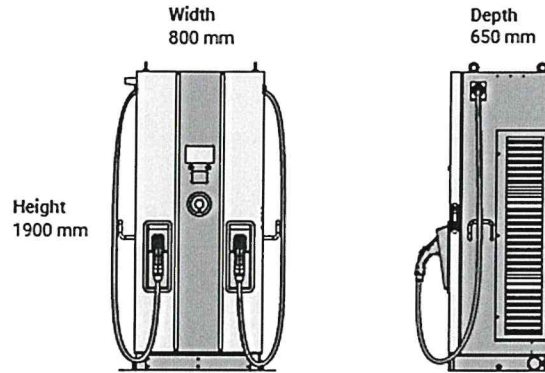
Date: _____

Date: _____

EXHIBIT A - Electric Vehicle Charging Station Equipment Specifications

- 150 kW DC Fast Charger (2) – Noodoe 150P DCFC or equal
- 7.6 kW Level 2 EVSE (1) – Noodoe AC7LC and or equal

noodoeEV



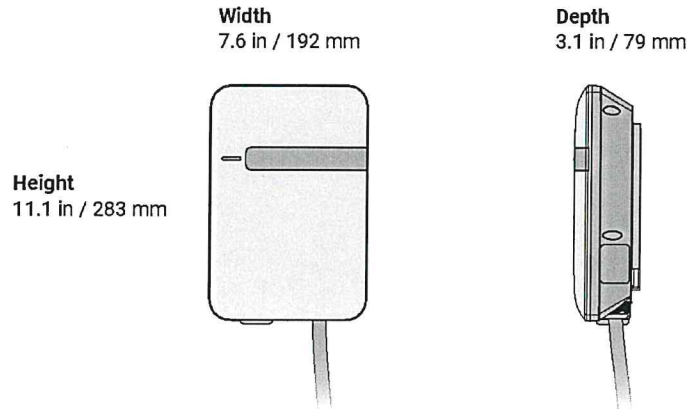
SPECIFICATIONS

Cloud service	Noodoe EV OS
Maximum output power	150 kW
Output power	CCS2: 200 A @150~500 Vdc or 157 A @950 Vdc CHAdeMO: 120 A @150~500 Vdc
Vehicle connector	CCS2, CHAdeMO
Charging cable length	4 m
Input power	3-phase, 5-wire, 380~415 Vac, 276 A maximum
Grounding system	TN, TT, IT
Efficiency	> 94%
Power factor	> 0.99
Display	7 inch LCD
Communication protocol	OCPP 1.6 JSON
Vehicle communication interface	ISO 15118
Network connectivity	Ethernet, Wi-Fi, 4G
RFID	RFID ISO/IEC 14443 A/B
Ingress protection(IP)	IP55
Impact protection	IK10
Electrical protection	Over voltage protection, over current protection, over power protection, over temperature protection, under voltage protection, surge protection device, insulation monitoring device, short circuit protection
Operating temperature	-30 °C to +50 °C
Dimensions	800 (W) x 1900 (H) x 650 (D) mm
Weight	450 kg
Certifications	CE, RED

Noodoe EV OS



Noodoe Corp.
15F, No.19-13,
Sanhong Road,
Nangang District,
Taipei City 11501,
Taiwan
+886 2 7722 0677
info@noodoe.com
noodoe.com



SPECIFICATIONS

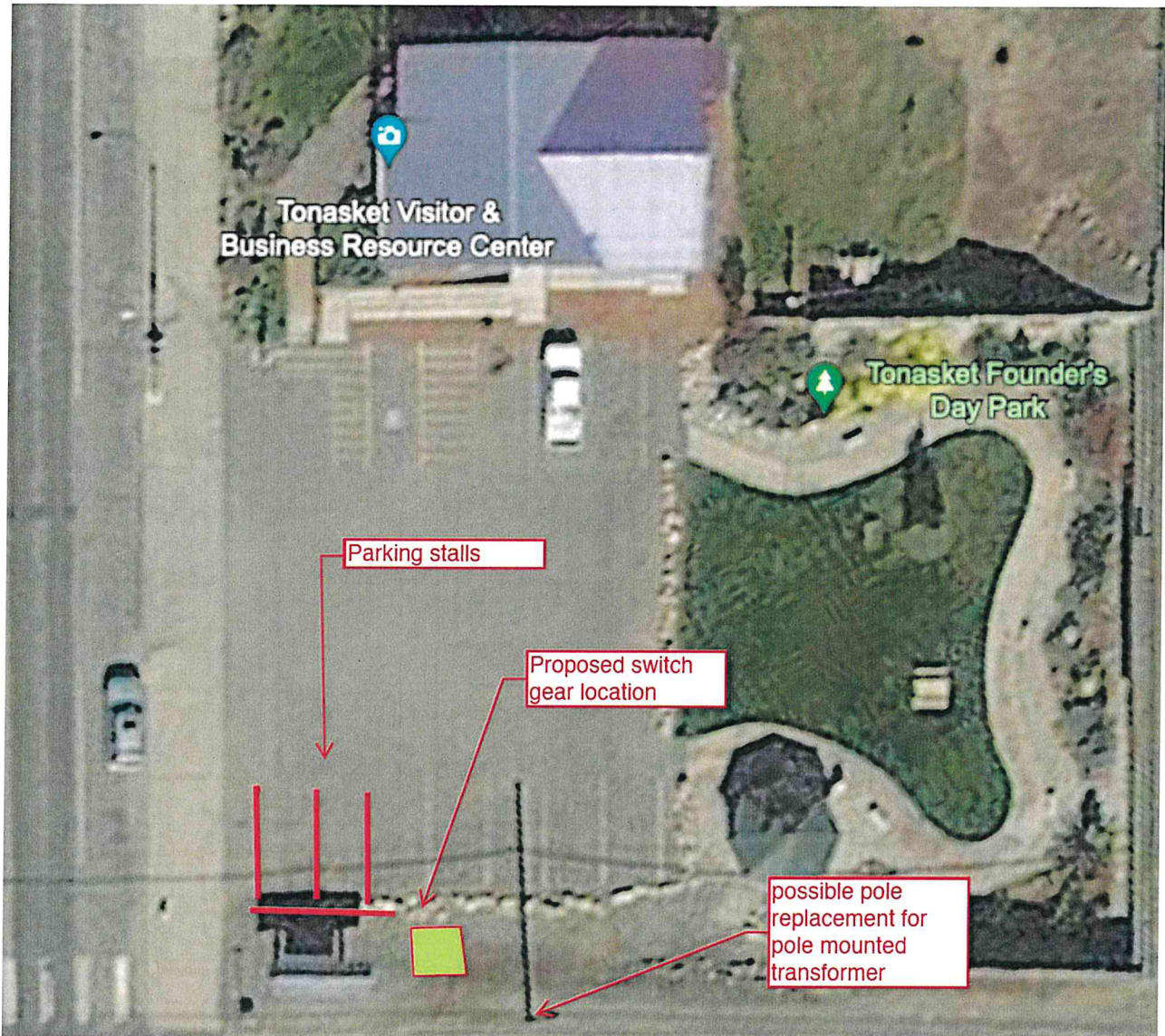
Cloud service	Noodoe EV OS
Maximum output power	7.6 kW
Output power	32 A @208~240 Vac, 1-phase
Vehicle connector	SAE J1772
Charging cable length	25 feet / 7.6 m
Input power	1-phase, 3-wire, 208~240 Vac, 32 A maximum
Grounding system	TN, TT
Efficiency	> 99%
Power factor	> 0.99
Display	LED indicator, OLED, 20 characters, 2 lines
Communication protocol	OCPP 1.6 JSON
Network connectivity	Wi-Fi, 4G
RFID	RFID ISO/IEC 14443 A/B, ISO 15693
NEMA enclosures(NEMA)	NEMA 4
Impact protection	IK10
Electrical protection	Over voltage protection, under voltage protection, surge protection, ground fault protection, residual current device, short circuit protection, over current protection, over temperature protection
Operating temperature	-22 °F to +122 °F / -30 °C to +50 °C
Dimensions	7.6 (W) x 11.1 (H) x 3.1 (D) in 192 (W) x 283 (H) x 79 (D) mm
Weight	11 lbs / 5 kg
Certifications	UL, FCC, Energy Star

Noodoe EV OS



Noodoe Inc.
9896 Bissonnet,
Suite 440
Houston, TX 7703,
United States
+1 281-888-3429
info@noodoe.com
noodoe.com

EXHIBIT B – Project Site Info



Utility/Electric Provider: Okanogan County PUD

Electric Provider Acct. #: EVCS, TBD

Total Estimated Parking Spaces: 6 / Estimated Number of ADA Spaces: 1

Other: _____

**EXHIBIT C Credit Card Authorization for Initial
Deposit**

CARDHOLDER INFORMATION

Name: _____

Billing Street Address: _____

City: _____ State: _____ Postal Code: _____

Email _____

Direct Telephone: _____

I hereby affirm that I am the owner of the below referenced credit card and that **my name** is listed on the front of the credit card. I hereby authorize EV Charging Solutions, Inc. to charge my credit card (listed below) in the amount of \$ _____ for payment of the initial Refundable Deposit.

Cardholder Signature X _____ Date: _____

CREDIT CARD INFORMATION

Credit Card Type: MasterCard Visa American Express Discover Card

Card Number: _____

Expiration Month: _____ Expiration Year: _____ Security Code: _____

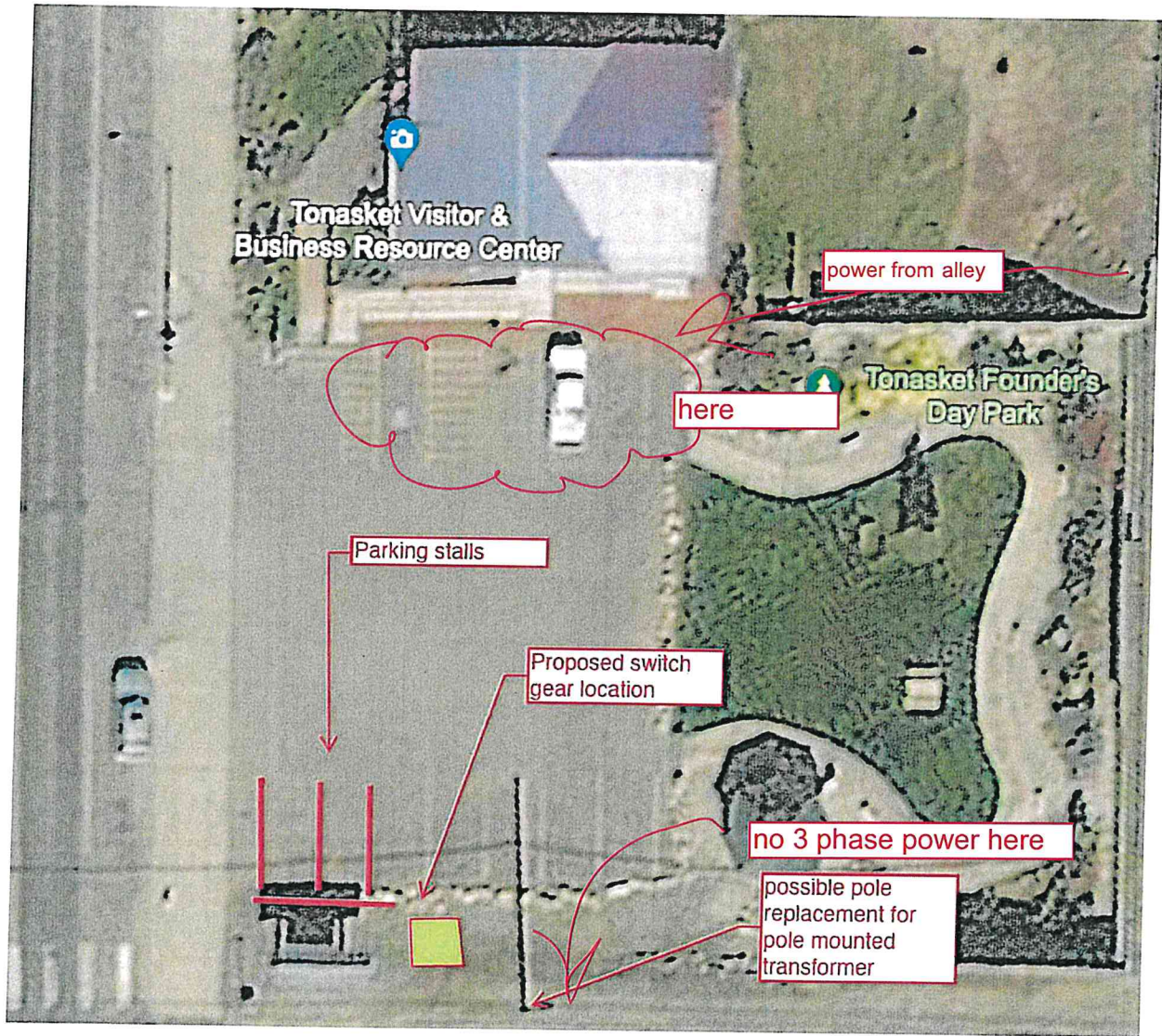
EXHIBIT D – Site Host Banking Information (for ACH Payment Purposes)

Name on Account: _____

Name of Bank: _____

Bank Routing Number: _____

EXHIBIT B – Project Site Info



Utility/Electric Provider: Okanogan County PUD

Electric Provider Acct. #: EVCS, TBD

Total Estimated Parking Spaces: 6 / Estimated Number of ADA Spaces: 1

Other: _____

from Kurt Holland

CONTRACT

**Between
OKANOGAN COUNTY, WASHINGTON
And
CITY OF TONASKET
Chief Tonasket Park South Access Point
PLANNING ONLY**

THIS CONTRACT is made between Okanogan County-123 5th Ave North, Room 150, Okanogan, WA 98840 (the "COUNTY"), and the City of Tonasket (the "RECIPIENT").

WHEREAS, the RECIPIENT'S Chief Tonasket Park South Access Point-Planning Only (PROJECT) meets the definition of a project eligible for public facility funding as defined by Chapter 82.14.370 RCW; and

WHEREAS, the RECIPIENT'S PROJECT implements the economic development purposes identified in Chapter 82.14.370 RCW by expanding economic development opportunities and promoting job creation and retention in Okanogan County; and

WHEREAS, the County adopted an Overall Economic Development Policy for funding projects via Resolution No. 117-2023 which includes an application, scoring and prioritization process by the Infrastructure Committee by providing a funding recommendation to the BOCC for project funding and prioritization decision; and

WHEREAS, RCW 82.14.370 provides statutory authority for rural (distressed) counties to impose sales and use taxes to finance public facilities in rural counties as deductions from the tax otherwise required to be collected or paid over to the state department of revenue under chapters 82.08 or 82.12 RCW; and

WHEREAS, finding Okanogan County to be a rural "distressed county" in need of public facilities, the Board of Okanogan County Commissioners enacted Ordinance No. 1998-7 which imposed a sales and use tax under RCW 82.14.370(4) for twenty-five (25) years at the rate of four one-hundredths percent (0.04%) effective July 1, 1998, and established the Infrastructure Fund No. 117 within the COUNTY budget to finance public facilities within Okanogan County; and

WHEREAS, finding Okanogan County a "rural county" in need of additional "public facilities" financing, the Board of County Commissioners enacted Ordinance No. 1999-2 increasing the locally retained sales and use tax rate to eight one-hundredths percent (0.08%) effective August 1, 1999, and subsequently the Board of County Commissioners enacted Ordinance 2007-5 further increasing the locally retained sales and use tax rate under Ordinance No. 1998-7 to nine one-hundredths percent (0.09%) effective August 1, 2007; and

WHEREAS, the COUNTY has the statutory authority under RCW 82.14.370 to assist with financing public facilities throughout Okanogan County; and

WHEREAS, the COUNTY desires to financially assist the RECIPIENT with its

PROJECT; and

WHEREAS, the RECIPIENT wishes to enter into this CONTRACT for expenditures related to its PROJECT as listed in Section 3. Scope of Work.

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. **FUNDING**

A total of One Hundred Thirty-Eight Thousand Dollars (\$138,000) has been pledged within the Okanogan County Infrastructure Fund No. 117 to assist the RECIPIENT with their "public facilities" improvement.

Funding for this PROJECT will be provided as follows:

- Fiscal Year 1/1/2024 through 12/15/2026 – Total of One Hundred Thirty-Eight Thousand dollars (\$138,000)

Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a reimbursement basis only as provided in Section 4. Payment Provisions.

2. **USE OF FUNDS**

The RECIPIENT shall use these COUNTY funds solely for reimbursement of expenses provided for in Section 3. Scope of Work in conformance with the requirements of RCW 82.14.370 and other applicable legal requirements.

3. **SCOPE OF WORK**

See Attachment A.

4. **PAYMENT PROVISIONS**

Funds shall be disbursed to the Recipient by warrant within forty-five (45) days of billing.

As a provision for receiving reimbursement, the RECIPIENT shall provide the COUNTY the following:

- An invoice with backup documentation to include paid invoices detailing expenditures in support of the PROJECT specified in Section 3. Scope of Work.
- Reimbursement shall be limited to the maximum as outlined in Section 1. Funding.

5. **CONTRACT PERIOD**

The term of this CONTRACT and the performance of the parties hereto shall commence the 1st day of January, 2024. It will continue in effect through the

15th of December, 2026 unless sooner terminated or extended as provided herein.

6. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed. The COUNTY will not disclose or make this material available to anyone other than those authorized by/in the above paragraph without first providing notice to the RECIPIENT and giving the RECIPIENT a reasonable opportunity to respond.
- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted, including but not limited to PROJECT site visits.

7. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds within the time period or in accordance with state Law and/or the provisions of this CONTRACT, the COUNTY reserves the right to reallocate obligated funds to other eligible projects.
- B. RECIPIENT agrees to return any and all funds provided under this CONTRACT, including any penalties and interest, if the RECIPIENT uses the funds outside the limitations set forth in Section 2 USE OF FUNDS and Section 3 SCOPE OF WORK.

Use of funds outside the limitations in Sections 2 and 3 include any finding, by the COUNTY or other state or federal agency, that the funds distributed pursuant to this CONTRACT violate any state or federal laws or regulations, or that RECIPIENT used or is using the funds for a purpose other than what was originally described in its application of funds.

RECIPIENT agrees to hold COUNTY harmless and indemnify COUNTY for any losses caused by RECIPIENT's use of the funds outside the limitations in Sections 2 and 3.

8. **PREVAILING WAGES**

If Prevailing Wages are applicable to the work provided under this CONTRACT then RECIPIENT shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the COUNTY. Unless otherwise authorized by the Department of Labor and Industries, each invoice submitted by a RECIPIENT for payment on the PROJECT shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

9. **NONDISCRIMINATION**

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW - Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. - the Americans with Disabilities Act (ADA) as amended.

10. **COMPLIANCE WITH APPLICABLE LAW**

The RECIPIENT and all subcontractors of RECIPIENT shall comply with, and the COUNTY is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); and safety and health regulations. In the event of the RECIPIENT's or a subcontractor's noncompliance or refusal to comply with any law or policy, the COUNTY may rescind, cancel, or terminate the contract in whole or in part and the RECIPIENT may be declared by the COUNTY ineligible for further Infrastructure Funds. The RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. The RECIPIENT is responsible for any and all costs or liability arising from the RECIPIENT's failure to so comply with applicable law.

10. **EMPLOYMENT RELATIONSHIPS**

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

11. **INDUSTRIAL INSURANCE COVERAGE**

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this CONTRACT for any RECIPIENT employee, or for any consultant, contractor or subcontractor, or employee(s) thereof retained by the

RECIPIENT.

12. **INDEMNIFICATION/HOLD HARMLESS**

- A. **Indemnification by RECIPIENT.** To the fullest extent permitted by law, the RECIPIENT agrees to indemnify, defend and hold the COUNTY and its departments, 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 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the RECIPIENT, its employees, agents or volunteers or RECIPIENT'S subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this CONTRACT; or 3) are based upon the RECIPIENT'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the RECIPIENT shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the RECIPIENT shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the RECIPIENT hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the RECIPIENT are a material inducement to COUNTY to enter into the Contract, are reflected in the RECIPIENT'S compensation, and have been mutually negotiated by the parties.
- B. **Participation County - No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of RECIPIENT'S indemnity obligations under the Contract.
- C. **Survival of RECIPIENT'S Indemnity Obligations.** The RECIPIENT agrees all RECIPIENT'S indemnity obligations shall survive the completion, expiration or termination of this Contract.

13. **ENTIRE CONTRACT**

This CONTRACT represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any parties hereto.

14. **CONTRACT MODIFICATIONS**

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not

incorporated herein shall not be binding. For example, and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the RECIPIENT expending funds for the items covered within that amendment. Costs incurred by the RECIPIENT in contravention of this Paragraph are the sole responsibility of the RECIPIENT.

15. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the Public Facilities Improvements funds are reduced as a result of a reduction or loss of the rural sales and use taxing authority or a substantial reduction in taxable activity.

16. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this CONTRACT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this CONTRACT.

17. **SEVERABILITY**

In the event any provision, or any portion thereof, contained in this CONTRACT is held to be unconstitutional, invalid or unenforceable, said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this CONTRACT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

18. **DISPUTE RESOLUTION**

Except as otherwise provided in this CONTRACT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the RECIPIENT and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

19. **GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Okanogan County, Washington shall be the venue for any suit between the parties arising out of this CONTRACT.

20. **PUBLIC RECORDS ACT**

This CONTRACT and all public records associated with this CONTRACT shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the RECIPIENT are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the RECIPIENT agrees to make them promptly available to the COUNTY. If the RECIPIENT considers any portion of any record provided to the COUNTY under this CONTRACT, whether in electronic or hard copy form, to be protected from disclosure under law, the RECIPIENT shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the RECIPIENT and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the RECIPIENT of the request and of the date that such information will be released to the requester unless the RECIPIENT obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the RECIPIENT fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the RECIPIENT to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the RECIPIENT for releasing records not clearly identified by the RECIPIENT as confidential or proprietary. The COUNTY shall not be liable to the RECIPIENT for any records that the COUNTY releases in compliance with this section, the Public Records Act or an order of a court of competent jurisdiction.

21. **ADMINISTRATION**

The following individuals are designated administrators of this CONTRACT. They shall also serve as their respective party's contact person for any and all communications relative to this CONTRACT.

For the COUNTY: Laleña "Lanie" Johns, Clerk of the Board
 Administrative Officer
 Okanogan County
 123 5th Ave N, Rm 150
 Okanogan, WA 98586
 Telephone: (509) 422-7105
 Email: ljohns@co.okanogan.wa.us

For the RECIPIENT:

Telephone:
Cell:
Email:

IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT the date(s) so noted below.

DATED at Okanogan, Washington this _____ day of _____ 2024.

RECIPIENT

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**

Authorized Official Date

Jon Neal, Chairman

Andy Hover, Member

Chris Branch, Member

ATTEST:

Laleña Johns, Clerk of the Board

ATTACHMENT A

OKANOGAN COUNTY RURAL ECONOMIC DEVELOPMENT INFRASTRUCTURE FUNDING QUESTIONNAIRE

Project Name: Chief Tonasket Park South Access Point-Planning Only

Applicant: **C i t y o f T o n a s k e t**

Signature of person authorizing submittal: _____

Is project listed in the County's Comprehensive Economic Development Strategy (OEDP List, formerly called WA-CERT) or with your city's or county's comprehensive plan? (Attach copy of OEDP list or comprehensive plan).

Yes() No()

Briefly describe your project: Project Scope

1. Describe the current status of your project: (Include work completed or in progress)
 2. State why this project meets the standard of HB2260 passed during the Washington State 1999 Legislative Session:
 3. Total project cost: \$ _____
 4. Amount of County Infrastructure (.09) funding award: **\$138,000**
 5. Is this a phased project? Yes () No () (Describe)
 6. List all other approved funding sources and amounts and describe why this funding request is necessary to complete the "funding package":
 7. Have you applied for any other sources to complete your funding? Yes() (List) No ()
Source Amount Status
-

8. Describe project specific employment benefits as follows:

Additional	FTE During Construction
Additional	FTE Employed by Facility when complete
Additional	FTE hired as a direct result of this project
Retained	FTE as a direct result of this project

Explain in detail the basis for the numbers of FTEs and provide any supporting documentation from employers.

Additional
Retained

Businesses Created by Facility when complete
Businesses as a direct result of this project

9. What quantifiable outcomes are you going to track to measure the success of this project:

10. Describe any other economic benefits of this project:

11. List any other information you feel is pertinent to this application:

CONTRACT

Between
OKANOGAN COUNTY, WASHINGTON
And
CITY OF TONASKET
Tonasket Perfect Passage Phase 1

THIS CONTRACT is made between Okanogan County-123 5th Ave North, Room 150, Okanogan, WA 98840 (the "COUNTY"), and the _____ (the "RECIPIENT").

WHEREAS, the RECIPIENT'S Tonasket Perfect Passage Phase 1 (PROJECT) meets the definition of a project eligible for public facility funding as defined by Chapter 82.14.370 RCW; and

WHEREAS, the RECIPIENT'S PROJECT implements the economic development purposes identified in Chapter 82.14.370 RCW by expanding economic development opportunities and promoting job creation and retention in Okanogan County; and

WHEREAS, the County adopted an Overall Economic Development Policy for funding projects via Resolution No. 117-2023 which includes an application, scoring and prioritization process by the Infrastructure Committee by providing a funding recommendation to the BOCC for project funding and prioritization decision; and

WHEREAS, RCW 82.14.370 provides statutory authority for rural (distressed) counties to impose sales and use taxes to finance public facilities in rural counties as deductions from the tax otherwise required to be collected or paid over to the state department of revenue under chapters 82.08 or 82.12 RCW; and

WHEREAS, finding Okanogan County to be a rural "distressed county" in need of public facilities, the Board of Okanogan County Commissioners enacted Ordinance No. 1998-7 which imposed a sales and use tax under RCW 82.14.370(4) for twenty-five (25) years at the rate of four one-hundredths percent (0.04%) effective July 1, 1998, and established the Infrastructure Fund No. 117 within the COUNTY budget to finance public facilities within Okanogan County; and

WHEREAS, finding Okanogan County a "rural county" in need of additional "public facilities" financing, the Board of County Commissioners enacted Ordinance No. 1999-2 increasing the locally retained sales and use tax rate to eight one-hundredths percent (0.08%) effective August 1, 1999, and subsequently the Board of County Commissioners enacted Ordinance 2007-5 further increasing the locally retained sales and use tax rate under Ordinance No. 1998-7 to nine one-hundredths percent (0.09%) effective August 1, 2007; and

WHEREAS, the COUNTY has the statutory authority under RCW 82.14.370 to assist with financing public facilities throughout Okanogan County; and

WHEREAS, the COUNTY desires to financially assist the RECIPIENT with its

PROJECT; and

WHEREAS, the RECIPIENT wishes to enter into this CONTRACT for expenditures related to its PROJECT as listed in Section 3. Scope of Work.

NOW, THEREFORE, in consideration of covenants, conditions, performances and promises hereinafter contained, the parties hereto agree as follows:

1. FUNDING

A total of One Hundred Thousand Dollars (\$115,000) has been pledged within the Okanogan County Infrastructure Fund No. 117 to assist the RECIPIENT with their "public facilities" improvement.

Funding for this PROJECT will be provided as follows:

- Fiscal Year 1/2024 through 12/15/2026 – Total of One Hundred Fifteen Thousand dollars (\$115,000)

Said amount shall constitute the maximum reimbursement the RECIPIENT is eligible to receive from the COUNTY under this CONTRACT. These funds are to be dispersed on a reimbursement basis only as provided in Section 4. Payment Provisions.

2. USE OF FUNDS

The RECIPIENT shall use these COUNTY funds solely for reimbursement of expenses provided for in Section 3. Scope of Work in conformance with the requirements of RCW 82.14.370 and other applicable legal requirements.

3. SCOPE OF WORK

See Attachment A.

4. PAYMENT PROVISIONS

Funds shall be disbursed to the Recipient by warrant within forty-five (45) days of billing.

As a provision for receiving reimbursement, the RECIPIENT shall provide the COUNTY the following:

- An invoice with backup documentation to include paid invoices detailing expenditures in support of the PROJECT specified in Section 3. Scope of Work.
- Reimbursement shall be limited to the maximum as outlined in Section 1. Funding.

5. CONTRACT PERIOD

The term of this CONTRACT and the performance of the parties hereto shall commence the 1st day of January, 2024. It will continue in effect through the

15th of December, 2026 unless sooner terminated or extended as provided herein.

6. **EVALUATION AND MONITORING**

- A. The RECIPIENT shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this CONTRACT. The RECIPIENT will retain all books, records, documents and other material relevant to this CONTRACT for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the RECIPIENT with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this CONTRACT. These rights shall last for six (6) years after expiration of the CONTRACT, or from the date final payment hereunder is made, whichever is later.
- C. The COUNTY will use reasonable security procedures and protections to assure that related records and documents provided by the RECIPIENT are not erroneously disclosed to third parties. To the extent chapter 42.56 RCW permits, pertinent records and other documents in any medium furnished by the RECIPIENT will remain its property unless otherwise agreed. The COUNTY will not disclose or make this material available to anyone other than those authorized by/in the above paragraph without first providing notice to the RECIPIENT and giving the RECIPIENT a reasonable opportunity to respond.
- D. The RECIPIENT shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this CONTRACT that the COUNTY needs to have conducted, including but not limited to PROJECT site visits.

7. **RECAPTURE PROVISION**

- A. In the event the RECIPIENT fails to expend these funds within the time period or in accordance with state Law and/or the provisions of this CONTRACT, the COUNTY reserves the right to reallocate obligated funds to other eligible projects.
- B. RECIPIENT agrees to return any and all funds provided under this CONTRACT, including any penalties and interest, if the RECIPIENT uses the funds outside the limitations set forth in Section 2 USE OF FUNDS and Section 3 SCOPE OF WORK.

Use of funds outside the limitations in Sections 2 and 3 include any finding, by the COUNTY or other state or federal agency, that the funds distributed pursuant to this CONTRACT violate any state or federal laws or regulations, or that RECIPIENT used or is using the funds for a purpose other than what was originally described in its application of funds.

RECIPIENT agrees to hold COUNTY harmless and indemnify COUNTY for any losses caused by RECIPIENT's use of the funds outside the limitations in Sections 2 and 3.

8. **PREVAILING WAGES**

If Prevailing Wages are applicable to the work provided under this CONTRACT then RECIPIENT shall submit a "Statement of Intent to Pay Prevailing Wages" prior to submitting first application for payment. Each statement of intent to pay prevailing wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to the COUNTY. Unless otherwise authorized by the Department of Labor and Industries, each invoice submitted by a RECIPIENT for payment on the PROJECT shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of Intent to Pay Prevailing Wages on file with the public agency.

9. **NONDISCRIMINATION**

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to chapter 49.60 RCW - Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. - the Americans with Disabilities Act (ADA) as amended.

10. **COMPLIANCE WITH APPLICABLE LAW**

The RECIPIENT and all subcontractors of RECIPIENT shall comply with, and the COUNTY is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42.52); and safety and health regulations. In the event of the RECIPIENT's or a subcontractor's noncompliance or refusal to comply with any law or policy, the COUNTY may rescind, cancel, or terminate the contract in whole or in part and the RECIPIENT may be declared by the COUNTY ineligible for further Infrastructure Funds. The RECIPIENT shall be given a reasonable time in which to cure any such noncompliance. The RECIPIENT is responsible for any and all costs or liability arising from the RECIPIENT's failure to so comply with applicable law.

10. **EMPLOYMENT RELATIONSHIPS**

The RECIPIENT, its employees or agents performing under this CONTRACT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the RECIPIENT will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the COUNTY.

11. **INDUSTRIAL INSURANCE COVERAGE**

The parties agree that the COUNTY will not be responsible for the payment of any industrial insurance premiums or related claims or other benefits that may arise during the performance of services under this CONTRACT for any RECIPIENT employee, or for any consultant, contractor or subcontractor, or employee(s) thereof retained by the

RECIPIENT.

12. **INDEMNIFICATION/HOLD HARMLESS**

- A. **Indemnification by RECIPIENT.** To the fullest extent permitted by law, the RECIPIENT agrees to indemnify, defend and hold the COUNTY and its departments, 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 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the RECIPIENT, its employees, agents or volunteers or RECIPIENT'S subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this CONTRACT; or 3) are based upon the RECIPIENT'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the RECIPIENT shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the RECIPIENT shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the RECIPIENT hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the RECIPIENT are a material inducement to COUNTY to enter into the Contract, are reflected in the RECIPIENT'S compensation, and have been mutually negotiated by the parties.
- B. **Participation County - No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of RECIPIENT'S indemnity obligations under the Contract.
- C. **Survival of RECIPIENT'S Indemnity Obligations.** The RECIPIENT agrees all RECIPIENT'S indemnity obligations shall survive the completion, expiration or termination of this Contract.

13. **ENTIRE CONTRACT**

This CONTRACT represents all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any parties hereto.

14. **CONTRACT MODIFICATIONS**

The COUNTY and the RECIPIENT may, from time to time, request changes in services being performed with these funds. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this CONTRACT. It is mutually agreed and understood that no alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not

incorporated herein shall not be binding. For example, and without limitation, an amendment to this CONTRACT must be approved in writing by the COUNTY prior to the RECIPIENT expending funds for the items covered within that amendment. Costs incurred by the RECIPIENT in contravention of this Paragraph are the sole responsibility of the RECIPIENT.

15. **TERMINATION OF CONTRACT**

- A. If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this CONTRACT, or if the RECIPIENT shall violate any of its covenants, agreements or stipulations, the COUNTY shall thereupon have the right to terminate this CONTRACT and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to the RECIPIENT describing such default or violation.
- B. The COUNTY may unilaterally terminate all or part of this CONTRACT, or reduce the Scope of Work, if the Public Facilities Improvements funds are reduced as a result of a reduction or loss of the rural sales and use taxing authority or a substantial reduction in taxable activity.

16. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this CONTRACT or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this CONTRACT.

17. **SEVERABILITY**

In the event any provision, or any portion thereof, contained in this CONTRACT is held to be unconstitutional, invalid or unenforceable, said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this CONTRACT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

18. **DISPUTE RESOLUTION**

Except as otherwise provided in this CONTRACT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the RECIPIENT and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

19. **GOVERNING LAW AND VENUE**

This CONTRACT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Okanogan County, Washington shall be the venue for any suit between the parties arising out of this CONTRACT.

20. **PUBLIC RECORDS ACT**

This CONTRACT and all public records associated with this CONTRACT shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the RECIPIENT are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the RECIPIENT agrees to make them promptly available to the COUNTY. If the RECIPIENT considers any portion of any record provided to the COUNTY under this CONTRACT, whether in electronic or hard copy form, to be protected from disclosure under law, the RECIPIENT shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the RECIPIENT and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the RECIPIENT of the request and of the date that such information will be released to the requester unless the RECIPIENT obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the RECIPIENT fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the RECIPIENT to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the RECIPIENT for releasing records not clearly identified by the RECIPIENT as confidential or proprietary. The COUNTY shall not be liable to the RECIPIENT for any records that the COUNTY releases in compliance with this section, the Public Records Act or an order of a court of competent jurisdiction.

21. **ADMINISTRATION**

The following individuals are designated administrators of this CONTRACT. They shall also serve as their respective party's contact person for any and all communications relative to this CONTRACT.

For the COUNTY: Laleña "Lanie" Johns, Clerk of the Board
 Administrative Officer
 Okanogan County
 123 5th Ave N, Rm 150
 Okanogan, WA 98586
 Telephone: (509) 422-7105
 Email: ljohns@co.okanogan.wa.us

For the RECIPIENT:

Telephone:
Cell:
Email:

IN WITNESS WHEREOF, representatives of both the RECIPIENT and the COUNTY executed this CONTRACT the date(s) so noted below.

DATED at Okanogan, Washington this ____ day of _____ 2024.

RECIPIENT

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**

Authorized Official Date

Jon Neal, Chairman

Andy Hover, Member

Chris Branch, Member

ATTEST:

Laleña Johns, Clerk of the Board

ATTACHMENT A

**OKANOGAN COUNTY
RURAL ECONOMIC DEVELOPMENT
INFRASTRUCTURE FUNDING
QUESTIONNAIRE**

Project Name:

Applicant:

Signature of person authorizing submittal: _____

Is project listed in the County's Comprehensive Economic Development Strategy (OEDP List, formerly called WA-CERT) or with your city's or county's comprehensive plan? (Attach copy of OEDP list or comprehensive plan).

Yes() No()

Briefly describe your project: Project Scope

- 1. Describe the current status of your project: (Include work completed or in progress)
- 2. State why this project meets the standard of HB2260 passed during the Washington State 1999 Legislative Session:
- 3. Total project cost: \$ _____
- 4. Amount of County Infrastructure (.09) funding award: \$ _____
- 5. Is this a phased project? Yes () No () (Describe)
- 6. List all other approved funding sources and amounts and describe why this funding request is necessary to complete the "funding package":
- 7. Have you applied for any other sources to complete your funding? Yes() (List) No ()

Source	Amount	Status
--------	--------	--------

8. Describe project specific employment benefits as follows:

Additional	FTE During Construction
Additional	FTE Employed by Facility when complete
Additional	FTE hired as a direct result of this project
Retained	FTE as a direct result of this project

Explain in detail the basis for the numbers of FTEs and provide any supporting documentation from employers.

Additional
Retained

Businesses Created by Facility when complete
Businesses as a direct result of this project

9. What quantifiable outcomes are you going to track to measure the success of this project:

10. Describe any other economic benefits of this project:

11. List any other information you feel is pertinent to this application:



Transportation Improvement Board
Updated Cost Estimate

Form generated on 05 Dec 2023

Agency **TONASKET**
 TIB Project No **P-P-885(P01)-1**
 Project Name **4th Street Multimodal - Multiple Locations**

CONTRACT COMPLETION
 Submit form to initiate Final Settlement with TIB

Current TIB Commitment
\$354,140

TOTAL COST ESTIMATE AT CONTRACT COMPLETION

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
45,896	0	62,265	0	253,578
Phase Total	45,896	Phase Total		315,843
				Total Project Cost
				361,739

Include a cost break down of **Construction Other costs**

The contractors bid came in approx. 18% below the engineer estimate and while the engineering percentage

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost					
Engineering Over 30 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Proposed Noneligible Cost
32,088		3,800	12,679	0	32,088
Total Eligible Project Cost					329,651

Include a cost breakdown of **Other Noneligible costs** and justification for **Engineering Over 30 Percent**

Contractors bid was approx. 18% below engineer estimate. The necessary construction engr for the project did not change with the unusually low bid thereby distorting the perceived percentage of engr cost.

Change in Eligible Total Project Cost (Total Eligible Project Cost - Previous Phase Eligible Cost)	-24,489
Calculated total TIB funds	329,651
Based on the project ratio, the calculated surplus amount is \$24,489	
Enter -24,489 in Requested Change cell	
Requested Change	-24,489
Requested total TIB funds	329,651

Enter explanation for the change in Total Project Cost in the space below

Adjustment reflecting any final quantities below estimate and change order #1 for mailboxes needing to be relocated from back of walk (per design) to curb side in sidewalk (local postal service requirement). Sidewalk widened around mailbox to meet ADA clearance requirements.

Based on the cost information shown above, the agency requests a TIB fund surplus of \$24,489
 The agency requests consideration of Engineering Over 30 Percent

UPDATE FUNDING PARTNER PARTICIPATION

Funding Partners	Previous Commitment	Current Participation
TIB	354,140	329,651
TONASKET	0	
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
TOTALS	\$354,140	\$329,651
Funding Partner Total should equal \$361,739		

REQUIRED ATTACHMENTS

- ▶ Attach PICTURES of the completed project
- ▶ Attach FINAL SUMMARY OF QUANTITIES
- ▶ Attach signed PROJECT ACCOUNTING HISTORY or LEDGER indicating all project costs
- ▶ Enter brief explanation for COST DECREASE
- ▶ Include a cost breakdown of construction other costs
- ▶ Include a cost breakdown of noneligible costs

AGENCY OFFICIAL

By my signature below, I certify the costs shown are true and correct and I am authorized to financially indebt the agency.

Printed or Typed Name

Title

Signature & Date

REGISTERED ENGINEER

I certify the project work has been completed in accordance with the subject project plans and specifications.

Printed or Typed Name

Signature & Date

PROJECT ACCOUNTING HISTORY

Date

Agency **TONASKET**

TIB Project No **P-P-885(P01)-1**

Project Name **4th Street Multimodal - Multiple Locations**

Design Phase		Engineering	Right of Way	Phase Total
Engineering	62,264.71	45,896.32	0.00	45,896.32
Construction Phase		Construction Other	Contract	Phase Total
		0.00	253,577.91	315,842.62
PROJECT TOTAL COST				361,738.94

AGENCY VERIFICATION OF PROJECT COSTS: I certify that the costs are correct.

AGENCY OFFICIAL

Signature

Printed or Typed Name & Title

INSTRUCTIONS: Complete the form by entering incurred project costs. For Agency Staff Costs, indicate the Direct Labor, Payroll Benefits and Indirect Cost in the appropriate column. Indicate the payee and associated cost in the appropriate column

- 1 Payroll Benefits cannot exceed 40 percent of Direct Labor.
- 2 Indirect Costs cannot exceed 10 percent of Direct Labor.

AGENCY STAFF COST	Design Phase		Construction Phase			TOTAL
	Engineering	Right of Way	Engineering	Construction Other	Contract	
Direct Labor						
Payroll Benefits ¹						0.00
Indirect Costs ²						0.00
Agency Staff Cost Total	0.00	0.00	0.00	0.00	0.00	0.00

Payroll Benefit Percent **0.0%**

Indirect Cost Percent **0.0%**

JOB TITLE/ASSIGNMENT

EMPLOYER: City of Tonasket
JOB TITLE: Clerk-Treasurer
DEPARTMENT: City Hall
REPORTS TO: Mayor
SUPERVISES: Deputy Clerk-Treasurer and Utility/Court Clerk

OVERVIEW OF THE POSITION

This position performs administrative, technical, and professional work by directing and supervising the financial operations and general administrative operations of city government. This position is directly responsible to the Mayor.

RESPONSIBILITIES/DUTIES

The Clerk-Treasurer is responsible for managing and in some cases performing specific tasks relating to the following general administrative functions:

Responsible for positive customer service. The City Hall staff is generally the first encounter the public has with the city and it is important to provide services, information, answer questions and resolve potential emerging problems that the customer might have with accuracy and efficiency.

Interpret, administer, and enforce state code and statutes, policies, and rules and procedures as adopted by city council. This position completes research of proposed policies, rules, and procedures as necessary. Position works closely with city attorney, city engineer, state auditor's office, insurance agent, and others as deemed necessary.

Position serves as liaison with other department heads to keep them informed of all pertinent fiscal, legal, and administrative matters. Position works closely with other governmental entities. The Clerk-Treasurer is expected to exercise independent initiative and judgement, and to coordinate closely with the activities of other city departments.

Attend appropriate meetings, training and seminars. Participate in appropriate professional organizations, workshops and educational opportunities to keep current with the most up to date developments in administration and public policy.

Prepares the Agenda, most Ordinances, Resolutions and Council Action Memoranda for Council Meetings. Consults with necessary persons on review of Ordinances and Resolutions being placed on the Agenda for Council consideration.

Provide public information on city codes, ordinances, council meetings, and council action. Communicate official plans, policies, and procedures to the public. Provide public records and information to citizens, civic groups, the media, and other agencies per public disclosure requirements.

Position is responsible for the custody and maintenance of official city records and their conformance with state statutes. Position is responsible for establishment and maintenance of filing system for city records and compliance with State of Washington record retention requirements.

Preparation of the annual budget and provide direction in the development of the annual city budget and administration of budget priorities as approved. Monitor revenues and expenditures; certify expenditures, prepare reports, and budget amendments; take appropriate action with unexpected project adjustments; Use historical data and information regarding current changes to forecast revenues; provide operational and capital budget instructions, forms, background information and assistance to all departments.

Administer competitive bidding process, including maintenance of a vendor listing and small works roster;

determine appropriate bidding process, publication of bids, tabulation, award and monitor of resulting contracts.

Assist Public Works Director and Engineering Consultant with and provide final review of Public Works Contract Administration for contracts awarded by the City to assure that all applicable reports, certificates and bonds are secured during the contract award process and at contract close out to assure compliance with Washington State public works contracting laws.

Investment of excess public funds in a manner which provides maximum security with the highest investment return while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing investment of public funds.

Position is responsible for preparation of the annual comprehensive financial statement to the State of Washington Auditor's Office.

Fiscal administration of all grants received by the City and associated capital projects.

Position is responsible for fiscal administration of debt issuance such as interfund loans, revenue, or G.O. Bonds, and state or federal loans, etc.

Receive insurance claims against city, coordinate insurance claims, assemble backup documentation and staff comments, submit claims to city insurance carrier, track payments, and respond to public queries regarding filing of claims.

Manage and administer city contracts relating to the area of general administration such as engineer and planning agreements, performance bonds, and latecomer agreements.

Keeps up to date on the Open Public Meetings Act.

Attends most City Council meetings and prepares minutes and agenda packets for such meetings in addition to other special meetings as required; supervise issuance of legal notices regarding council and planning commission activities and other City actions as required.

Responsible for maintenance of records and providing annual population estimates for the Office of Financial Management. Position is liaison with the U.S. Dept of the Census.

Supervise payroll, personnel records, and accounts payable and accounts receivable services. Supervise the utility billing department comprised of water, sewer, and storm drainage services.

Administer computer network and related software system. Position oversees hardware and software acquisitions, maintenance, and repairs. Position is responsible for contracting and central computer operations and security.

Coordinates and performs such services as human resources manager, and risk manager.

Keeps up to date on the Public Records Act and acts as public records officer. Receives and responds to requests for public records according to legal requirements.

Responsible for supervising a staff of accounting and clerical employees who are responsible for actually performing many of the tasks involved in the functions listed above. Administer City general personnel policies as related to the Clerk's Office staff.

Perform other duties as assigned by the Mayor.

DESIRED ABILITIES

It is desirable that the Clerk-Treasurer possess significant knowledge, abilities, and skill in each of the following areas:

- Modern principles and practices of public finance and administration.
- Knowledge of state law and typical city ordinances governing financial and general administration of municipal governments in the State of Washington.
- Modern office procedures, practices, and equipment, including computer hardware and software.
- Revenue and cash flow forecasting, budget compilation and analysis and governmental accounting.
- Supervision of subordinates.
- Verbal and written communication.
- Excellent interpersonal skills including effective communication both verbally and in writing; including ability to interact courteously and tactfully with customers and employees.
- Ability to work effectively with frequent interruptions.
- Ability to work within and meet time deadlines.
- Ability to establish and maintain effective working relationships with City officials, employees, vendors intergovernmental agencies and the general public.
- Maintain confidentiality of sensitive materials and information.
- Ability to respond to after hours requests such as closing the ballot box, emergencies at City Hall, and after hours official city business.

WORK SCHEDULE

This is an exempt position and is covered by the Fair Labor Standard Act or Washington Minimum Wage Act overtime provisions. The normal schedule is 40 hours per week, 8 hours per day, 5 days per week; exact schedule may be flexible, depending on work requirements. Time off may be approved if allowed by applicable policies covering illness, injury, or other personal emergency. An exempt employee is paid to perform a job, which may not necessarily be completed in a normal workweek. In recognition of the extra time demands, informal paid leave may be taken, as mutually agreed upon by the employee and the Mayor.

QUALIFICATIONS

High school diploma and any combination equivalent to: Bachelor's degree in Finance, Accounting, Business Administration, Public Administration, or related field. Five years increasingly responsible professional level experience may be substituted for education requirement. Municipal government financial experience preferred. Must be bondable and successfully pass a background investigation. Attendance at evening meetings is required. Occasional travel is required.

PHYSICAL DEMANDS

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work involves walking, talking, hearing, using hands to handle, feel or operate objects, tools, or controls, and reaching with hands and arms. Vision abilities required by this job include close vision and the ability to adjust focus.

The employee may be required to push, pull, lift, and/or carry up to 20 pounds.

The noise level in the work environment is usually moderately quiet.

EQUIPMENT / JOB LOCATION

Work is predominately inside and generally provides protection from weather conditions, but not necessarily from temperature changes. Periodically employee will ascend or descend stairs, steps, or similar uneven surfaces to access any required work area. Position frequently reads or obtains information from a color video display terminal (computer monitor) and frequently enters data on keyboards (typewriter, computer, ten key, or customized key pads) Operation of office machines, including but not limited to, copier, calculator, tape recorder, typewriter, computer programs such as word processing, spreadsheet programs, data base programs and specialized finance/accounting software.

OTHER

Condition of employment: Beyond the established and prescribed Review and Evaluation period, all positions with the City of Tonasket are terminable at the will of the City, within the guidelines of the Municipal Code and as provided by law.

ACKNOWLEDGMENT

THIS JOB DESCRIPTION IS INTENDED TO PROVIDE AN OVERVIEW OF THE REQUIREMENTS OF THE POSITION. AS SUCH, IT IS NOT NECESSARILY ALL-INCLUSIVE AND THE JOB MAY REQUIRE OTHER ESSENTIAL AND/OR NON-ESSENTIAL FUNCTIONS, TASKS, DUTIES, OR RESPONSIBILITIES NOT LISTED HEREIN. MANAGEMENT RESERVES THE SOLE RIGHT TO ADD, MODIFY, OR EXCLUDE ANY ESSENTIAL OR NON-ESSENTIAL REQUIREMENT AT ANY TIME WITH OR WITHOUT NOTICE. NOTHING IN THIS JOB DESCRIPTION, OR BY THE COMPLETION OF ANY REQUIREMENT OF THE JOB BY THE EMPLOYEE, IS INTENDED TO CREATE A CONTRACT OF EMPLOYMENT OF ANY TYPE.

SIGNATURE:

DATE:

Job Description Approved By: _____
Mayor's Signature Date:

Alice Attwood

Subject: City Council Meeting
Location: <https://us02web.zoom.us/j/89940603404>
Start: Tue 2/27/2024 6:00 PM
End: Tue 2/27/2024 9:00 PM
Recurrence: (none)
Meeting Status: Meeting organizer
zmMeetingNum: 89940603404

Alice Attwood is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting
<https://us02web.zoom.us/j/89940603404>

Meeting ID: 899 4060 3404

One tap mobile
+12532050468,,89940603404# US
+12532158782,,89940603404# US (Tacoma)

Dial by your location

- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

Meeting ID: 899 4060 3404