

Tonasket City Council  
Tuesday, May 14, 2024  
6:00 pm

**VIRTUAL ZOOM MEETING ID #883 2946 4320**  
**Phone Number 1-253-205-0468**

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Public Comment (agenda items) **(3 minutes per person)**
- 5) Approval of the Agenda **Action Item**
- 6) Public Comment **(3 minutes per person)**
- 7) Unfinished Business
  - a) Approve Tonasket Airport Land Lease **Action Item**
  - b) Approve Landowner Agreement with Methow Salmon Recovery Foundation/Methow Beaver Project **Action Item**
  - c) Purchase of Gerald Green Property **Action Item**
- 8) Department Head Reports
  - Kurt Danison
  - Darren Johnson
  - Randy Taylor
  - Paul Budrow
  - Alice Attwood
- 9) Mayor/Council/Committee Reports
- 10) New Business
  - a) Poppy Day Proclamation
  - b) Proposed 5 year agreement with Forest Service **Action Item**
  - c) Allow Varela Engineering to use the TVBRC during the Perfect Passage Project **Action Item**
  - d) Pacific Security **Action Item**
  - e) Resolution 2024-04 MRSC Small Works Roster **Action Item**
- 11) Miscellaneous and Correspondence
- 12) Consent Agenda: Minutes of the previous meeting, the April Payroll and the May Bills **Action Item**
- 13) Adjournment

The City of Tonasket is an equal opportunity employer and provider that strives to accommodate persons with disabilities. City Hall is ADA accessible. Please contact the City Clerk's office by noon on any meeting date for assistance.

Council Memo  
Tuesday, May 14, 2024  
6:00 pm

**VIRTUAL ZOOM MEETING ID #883 2946 4320**  
**Phone Number 1-253-205-0468**

TO: Mayor and City Councilmembers

FROM: City Clerk-Treasurer

The new and revised Tonasket Airport Land lease is ready for approval. The Committee met with the Leaseholders. There was a lot of discussion and I believe it was a successful meeting. **Suggested Motion: I move to approve the Tonasket Airport Land Lease Agreement as presented. (Highlighted cross outs will be eliminated)**

The Landowner agreement with the Methow Salmon Recovery foundation/Methow Beaver Project is back on the agenda. My reason to place it back on the agenda is due to the fact that the agreement the Council approved previously actually contained the portion that Attorney Howe said should be removed. I contacted Attorney Howe and he stated that the Council could leave that Hold Harmless section in if they wish. If that is not going to be removed I don't see why the city shouldn't have all of the services that are in the original agreement. **Suggested Motion: I move to approve and enter into the original Landowner Agreement with the Methow Salmon Recovery Foundation/Methow Beaver Project.**

**Purchase of Gerald Green Property.** Mr. Green stated he would like \$2500 and he will pay ½ of the closing costs. **Suggested Motion: I move to pay \$2500 for Gerald Greens property on Hwy 20 and pay ½ of the closing costs.**

The annual Poppy Day Proclamation is ready to be read.

**Proposed 5 year agreement with the Forest Service.** The Forest Service would like to enter into a 5 year agreement with the City for the use of Chief Tonasket Park as an incident command post during fire season. In 2021 the DNR used Chief Tonasket Park and the daily amount was \$1200. The Forest Service would like to pay \$800 per day. **Suggested Motion: I move to enter into/not enter into a 5 year contract with the Forest Service for use of Chief Tonasket Park as an Incident Command post for \_\_\_\_\_ per day.**

I have received approval from USDA Rural Development to allow the city to rent/lease the Tonasket Visitor Business Resource Center to Varela Engineers during the Perfect Passage Project. After your approval I will have Attorney Howe draw up a lease agreement for the use of the building. **Suggested Motion: I move to allow Varela Engineering to use the TVBRC during the Perfect Passage Project and the lease amount per month will be \_\_\_\_\_ plus leasehold tax and have Attorney Howe prepare a document.**

The Public Safety Committee met with Representatives from Pacific Security to discuss the services that the business offers. I have attached information from the company for your review. If the City wishes to hire the company I have attached an example of their

services agreement. **Suggested Motion: I move to authorize the Mayor to enter into a Pacific Security Agreement for \_\_\_\_\_.**

Resolution 2024-04 is a resolution to join Municipal Research Service Centers Small Works Roster. The city currently has a small works roster however there will be new regulations to follow July 1<sup>st</sup> of this year and there will be more work to be done to follow regulations and stay compliant with the law. If the city joins the MRSC Small works roster, they basically do the detail work. Local people can still be on the roster. There is a procedure to inform those that are on our roster now. Attorney Howe has reviewed the Resolution. The annual membership fee ranges from \$135 - \$1,145 based on our five year average of total capital expenditures: **Suggested Motion: I move to approve Resolution 2024-04 joining the MRSC Small Works Roster.**

**DRAFT**

**Minutes of the Regular Meeting of the Tonasket City Council, April 23rd, 2024**

**Present:** Mayor Maldonado, Councilmembers Weddle, McMillan, and Hill.

**Staff:** Attwood and Seydlitz.

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

Roll Call was taken.

Moment of silence for Councilmember Levine's daughter Tiffany Ferdon.

**Motion to excuse Councilmembers Levine and Cerrillo.** M/McMillan, S/Weddle. Carried 3:0.

**Public Comment (agenda):** None

**Motion to approve the agenda.** M/Weddle, S/Hill. Carried 3:0.

**Motion to approve the minutes of the previous meeting.** M/McMillan, S/Weddle. Carried 3:0.

**Public Comment (other):**

**Lee Orr – President of the Airport Improvement Club**

Asked for approval to have the Father's Day Fly-In June 15<sup>th</sup> and 16<sup>th</sup>, 2024.

**Motion to approve the Airport Improvement Club Fathers Day Fly In on June 15<sup>th</sup> and 16<sup>th</sup>, 2024.** M/McMillan, S/Hill. Carried 3:0.

**Mike Torrence – Tonasket Farmers Market**

Updated the Council on the progress regarding the Founders Day Parade. Flyers going up around town. Attwood and Mayor to be judges. Shortage of barricades, will repair some. Plan to cover McMillan sprinkler. Looking for volunteers. Above all want a safe event.

**Motion to use Hotel Motel Funds to pay for radio ad, one visit for \$75.00, for the parade.** M/McMillan, S/Weddle. Carried 3:0.

**Unfinished Business:**

**Motion to approve the Landowner Agreement with Methow Salmon Recovery Foundation/Methow Beaver Project with only tree wrapping and amend after Attorney Howe reviews.** M/Weddle, S/McMillan. Discussion. Carried 3:0.

**Motion to offer Gerald Green \$1500.00 and half of closing costs for his property on Hwy 20.** M/Hill, S/McMillan. Discussion. Carried 3:0.

**Mayor/Council/Committee Reports:**

**McMillan**

- Met regarding the law enforcement contract, looking at options and waiting for the sheriff's office for clarification.

**Weddle**

- Echo what McMillan said regarding the law enforcement contract.
- Perfect Passage is so close to going out for bid.
- Bench model in Council room, will meet with the school about making art to place in benches.

**Hill**

- Airport meeting with hangar owners. Discussed proposed changes to the airport lease, keep as is with the exception of water. Taxiway repairs.

DRAFT

**New Business:**

**Motion to approve the quote submitted by Granite Mountain for cemetery tree removal in the amount of \$6944.00.** M/McMillan, S/Weddle. Discussion. Carried 3:0.

**Motion to approve the purchase of 4 lighted stop signs in the amount of \$6,648.00 from Zumar, funds to be taken from Street Reserve.** M/Weddle, S/McMillan. Discussion. Carried 3:0.

**Motion to proceed with partnering with the WSDOT Active Transportation Assistance Program.** M/Weddle, S/Hill. Discussion. Carried 3:0.

**Miscellaneous and Correspondence:**

- Need to have public safety meeting soon.
- Annual Community Appreciation BBQ. Date at the end of August to be determined.
- Kriner called to say the playground equipment is being paid for by her personally.

**Motion to approve closure of 3<sup>rd</sup> Street for Founders Day.** M/McMillan, S/Weddle. Carried 3:0.

- Weddle – Student is offering to spruce up the city logo.

There being no further business the meeting was declared adjourned at 7:25pm.

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Gay Seydlitz, Utility Clerk

**TONASKET AIRPORT LAND LEASE**

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

**WITNESSETH:**

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

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

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

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

2. **Lessee** is hereby leasing said land for the purpose of maintaining a hangar. ~~Said hangar is to be used to store an operational aircraft with a current WSDOT and FAA registration. Temporary storage of a ground vehicle used to get to and from the airport is allowed inside the hangar while flying the aircraft.~~

3. Rent is \$270 per year, plus all applicable local, state, and federal taxes, paid in advance. Said rental payment shall be subject to periodic adjustment by the City of Tonasket as adopted by Resolution. In addition thereto, the **Lessee** shall be responsible for the payment of any and all utilities provided to the premises.

4. It is further understood and agreed by and between the parties hereto that the **Lessee** will maintain the premises and any improvements thereon in good condition, both inside and outside, and will not allow the same to deteriorate unduly, ~~reasonable wear and tear excepted~~, so that said hangar will at all times during this lease period be maintained in a reasonably good condition so that it will not in any way be detrimental to the appearance or safety of the airport. Areas between hangars will be the responsibility of the hangar owner for graveling and weed control.

5. It is agreed and understood by and between the parties hereto that the **Lessee** shall have the right to use the main taxiway via aircraft for ingress and egress to reach the runway and other facilities located at the airport. Said taxiway as described shall not be used exclusively by the **Lessee** and may be used by other individuals authorized to do so by the **Lessor**.

6. It is further agreed and understood that the **Lessee** has the right to sublease the property above described that he is leasing without the written consent of the **Lessor**. **Lessor** needs to be notified of the sublease and the sublease persons need to follow the same lease.

7. It is agreed and understood that the **Lessee** shall indemnify and agree to hold the **Lessor** harmless for any operations or activities or injuries, damage or liabilities arising from any of the **Lessee's** operations relative to his hangar, or otherwise, or any other operation, which he may conduct on said leased premises, or in any way connected with his operation on the premises.

8. It is agreed and understood that the **Lessee** shall not be engaged in any activity, which would unnecessarily increase the fire hazard or other risk at the airport. ~~The storage of fuel on or about the premises is strictly prohibited. Hazardous activities such as fuel storage or fuel service or handling, painting, paint stripping, doping and or welding shall not be performed in the hangar.~~ Combustible materials are limited to only what is needed for aircraft operation and maintenance. Fuel limited to fuel in airplane tank and vehicle tank. **Lessee** shall not use the site for maintenance purposes other than to perform those preventative maintenance items allowed by the FAA to be performed by aircraft owners. ~~Commercial activities are not to be conducted in or from the hangar.~~ At no time shall an aircraft hangar be used as a temporary or permanent residence. Storage of "non-aeronautical items" is prohibited if such storage interferes with movement of aircraft in or out of the hangar. Waste product may not be stored in the hangar. ~~and must be removed from the hangar. These include, but are not necessarily limited to, wastepaper, wood, litter, vehicle parts, automotive tires, cardboard and cardboard boxes, or combustible or flammable waste or rubble of any type.~~



9. Connection to and installation and use of any water pipes and/or valves will require the prior consent of Public Works Department and the Tonasket City Council. If approved, any and all water valves installed by **lessee**, or on his or her behalf, shall be identified and marked with signage approved by Public Works clearly indicating that the water is "non-potable water".

10. **Lessee** agrees to observe and obey all rules and regulations of the city, state, federal government and any governmental agency including, but not necessarily limited to, the Federal Aviation Administration.

11. The **Lessor**, its agents and employees shall have the right to enter upon the premises and any hangars located thereon in the event of emergency, which requires said entry.

12. **Lessee**, its customers, passengers, guests and other invitees shall have at all times the full and free right of ingress and egress to and from the premises.

13. **Lessee** will maintain in force and carry at his/her expense at all times during the terms of this agreement, liability insurance in the amount of \$500,000.00 or more. **Lessor** shall be furnished with copies of all such insurance policies obtained by **Lessee** in compliance with this section. **Lessee** agrees to notify **Lessor** in writing as to any amendment or cancellation of such policies.

14. Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for a period of 20 years commencing \_\_\_\_\_ and terminating \_\_\_\_\_. At the expiration of said initial term, the **Lessee** shall have the option of extending the lease.

15. If **Lessee** fails to keep and perform any of the covenants and agreements herein contained, the **Lessor** may cancel this lease at its option and re-enter and claim the said premises and any improvements thereon. **Lessee** may elect at any time to terminate this agreement by giving 30 days' written notice to **Lessor**.

16. The parties agree that in the event of litigation to enforce any of the covenants or conditions of this lease, the prevailing party will, in addition to any other sums found to be due in such litigation, be entitled to recover as costs such sum as the court may adjudge as reasonable attorney's fees.

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

**EXECUTED** on this date \_\_\_\_\_.

**LESSOR:**  
**CITY OF TONASKET**, a municipal corporation:

By: \_\_\_\_\_  
René Maldonado, Mayor

By: \_\_\_\_\_  
Alice J. Attwood, City Clerk-Treasurer

**LESSEE:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign

Tonasket Airport Land Lease Continued

STATE OF WASHINGTON  
County of Okanogan

On this day personally appeared before me \_\_\_\_\_  
And \_\_\_\_\_, known to me to be the Mayor and City Clerk,  
respectively of the municipal corporation that executed the within and foregoing  
instrument and acknowledged said instrument to be the free and voluntary act and deed  
of said municipal corporation, for the uses and purposes therein mentioned, and on oath  
stated that they were authorized to execute said instrument and that the seal affixed is  
the corporate seal of said municipal corporation.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL  
THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at Tonasket.  
My appointment expires \_\_\_\_\_.

STATE OF WASHINGTON  
County of Okanogan

On this day personally appeared before me

\_\_\_\_\_  
know to me to be the individual(s) described in and who executed the within and  
foregoing instrument and acknowledged that he/they signed the same as his/their free  
and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS THEREOF, I have hereunto set my hand and seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_.  
My appointment expires \_\_\_\_\_.

PROCLAMATION

TONASKET MAYOR PROCLAIMS MAY 23<sup>rd</sup>- 27<sup>th</sup> and May 31<sup>st</sup>- June 2<sup>nd</sup>, 2024,  
AS "POPPY DAYS" FOR THE AMERICAN LEGION AUXILIARY

All Americans owe a special debt of gratitude to all veterans including those millions who have sacrificed their health and lives for our country.

And whereas, the American Legion Auxiliary donates their time offering poppies in remembrance of our veterans;

Now therefore, I, René Maldonado, Mayor of Tonasket, do hereby proclaim MAY 23<sup>rd</sup>- 27<sup>th</sup> and May 31<sup>st</sup>- June 2<sup>nd</sup>, 2024, as Poppy Days in the City of Tonasket.

For over 80 years, the American Legion Auxiliary has sponsored Poppy Days to remind America that millions have sacrificed their lives to keep our nation strong and free.

The poppy, which grew wild on the battlefields of Flanders, became in the minds of the doughboys of World War I, a symbol of the sacrifice that they had endured. It has flourished among the shelled buildings and bomb-scarred landscape. Its brilliant red bloom, so much like the blood which had been shed there, became a sign of hope and renewal for those who lived and walked away. For those who would never leave, those who had sacrificed their lives, it was a perpetual memorial to their bravery.

American veterans brought home that image and planted it with the Auxiliary where it has bloomed every year for the benefit of those who served America. Each nine-piece crepe paper poppy made by our veterans serves as physical and psychological therapy. It also gives them a financial lift. The Memorial Poppy contributions are devoted entirely to rehabilitation and assistance for veterans and their families.

The American Legion Auxiliary will be at the Tonasket Post Office & different areas in town offering poppies on MAY 23<sup>rd</sup>- 27<sup>th</sup> and May 31<sup>st</sup>- June 2<sup>nd</sup>, 2024. Donations will be accepted.

Proclaimed this 14<sup>th</sup> day of May, 2024.

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René Maldonado, Mayor

## Alice Attwood

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**From:** Koke, Racheal - FS, MT <racheal.koke@usda.gov>  
**Sent:** Tuesday, April 30, 2024 1:39 PM  
**To:** Alice Attwood  
**Cc:** Koke, Racheal - FS, MT  
**Subject:** RE: [External Email]test

We are interested in doing a 5 year agreement for land located at 500 Railroad Ave S, Tonasket, WA 98855 for use as a Incident command post during fire season. After reviewing rates from last years property of this size varied from \$100-\$700 a day. We would like to do an agreement for \$800 daily. Please discuss with the Mayor and let me know. Thank you



**Racheal Koke**  
**Purchasing Agent**  
**At-Incident Management Support Branch**  
**Forest Service**  
**Procurement & Property Services**  
**Incident Procurement Operations**

**c: 406-241-5689**  
[racheal.koke@usda.gov](mailto:racheal.koke@usda.gov)

PO Box 460  
Superior, MT 59872  
[www.fs.usda.gov](http://www.fs.usda.gov)



Caring for the land and serving  
people

**From:** Alice Attwood <clerktreasurer@tonasketwa.gov>  
**Sent:** Tuesday, April 30, 2024 2:37 PM  
**To:** Koke, Racheal - FS, MT <racheal.koke@usda.gov>  
**Subject:** [External Email]test

You don't often get email from [clerktreasurer@tonasketwa.gov](mailto:clerktreasurer@tonasketwa.gov). [Learn why this is important](#)

**[External Email]**

If this message comes from an **unexpected sender** or references a **vague/unexpected topic**;  
Use caution before clicking links or opening attachments.  
Please send any concerns or suspicious messages to: [Spam.Abuse@usda.gov](mailto:Spam.Abuse@usda.gov)

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

# *PACIFIC* **SECURITY**

GUARD • PATROL • RESPONSE

Protecting Pacific Northwest businesses, events  
and government agencies since 1972.



# Why clients choose Pacific Security

When it comes to selecting a security provider, successful businesses like yours are looking for the most qualified staff, responsive communication, and uninterrupted service – and we're committed to giving you that and more.

**01**

## Responsiveness

Proactive communication and rapid response is vital in our industry. That's why we're available 24/7. When you need us, you can reach us either through your dedicated ops manager or our in-house Dispatch Center.

**02**

## Quality

Your site deserves top-tier officers. That's why ours go through background checks, receive thorough training, and are licensed as required by Washington State regulations.

**03**

## Local support

Because we're based throughout Washington State, we know our cities and districts better than other providers. We have the corporate strength to handle any assignment – big or small – but the regional know-how to fully understand your needs.

**04**

## Stability

Because of our professional integrity and supportive atmosphere, we've created a cohesive corporate culture that enjoys a high average employee tenure. With more than 450 licensed and trained officers throughout Washington State, we can fulfill any security requirements at a moment's notice.

## Pacific Security has more than 50 years' experience

We're a family-owned business based in Washington. Because we're licensed and trained according to state regulation, you can rest assured we'll perform any job to the best of our ability.



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*The Arts Festival booth artisans were vandalized by thieves. The Festival hired Pacific Security to patrol the streets after dark and we did not have any incidences of vandalism on the 10 blocks of downtown where the Festival was staged. I will be contacting you for security again. Thank you for all your hard work!*

JOAN T. (ANNUAL ARTS FESTIVAL DIRECTOR)



## About Us

For more than 50 years, Pacific Security has guarded Washington State medical facilities, courthouses, libraries, schools, patrolling cities, transit facilities, and more. Throughout our time in business, we've acquired the expertise needed to become crucial decision makers, trusted partners, and fast-acting defenders. To us, protection is personal.

We specialize in security guard, patrol and response services for government, industrial, and commercial clients. Some have been small in scope, while others have required 24/7 service. Our vast experience and resources enable us to accommodate a range of security requests, provide service that exceeds even the strictest standards, and maintain our commitment to dependability and integrity.

Not only does Pacific Security possess and maintain a private security license, but all our security personnel also possess and maintain private security guard licenses. Our employees are well trained in all aspects of security services and are always discreet, highly professional, and reliable.

Pacific Security complies with all Washington State requirements for Security Officers through the Department of Licensing. This includes verifying employment history, reviewing current licenses, performing background checks, and fingerprinting.

Initial training is provided to officers during an eight-hour orientation session. We go beyond what's required by the Washington Department of Licensing and including the following in our program:

- Mandatory driver drug screening
- De-escalation training
- Proper report writing
- Complaint and conflict resolution training
- Officer safety and preparedness
- Physical safety strategies
- Bloodborne Pathogens Training (BBP)
- Customer service standards
- Professional standards & diversity awareness
- Access control methods

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*I just want everyone to know that our apartment buildings have never felt safer since Pacific came on board. I thank you for your awesome service and the professional, friendly attitude everyone has provided. Residents have begun to notice the difference.*

CHARITO D. (APARTMENT COMPLEX MANAGER)



## Additional Training

Additional training is performed on-site by the Onsite or Lead Supervisor, Field Supervisor, and Operations Supervisor. This ensures a precise, consistent, and comprehensive training for all personnel. Our guards are trained one post at a time until they meet or exceed expectations before learning the next post.

Pacific Security invests the time and resources to make sure all personnel have the knowledge and tools required to excel at each post. The Onsite or Lead Supervisor consistently monitors and corrects any deficient performances in real time, so issues are identified, addressed and resolved before they become a problem for the client. Pacific Security Operations Managers develop site management plans to ensure client post orders are met. To promote officer success and retention, they constantly monitor and provide constructive feedback.

To ensure we deliver services that meet your standards, Pacific Security uses StaffR, a real-time guard management and response system, which includes well-indexed, site-specific written instructions known as “post orders” for your site’s on-duty officers.

Pacific Security also uses Celayix, a time, attendance, and scheduling platform, which includes features such as GPS geofencing, instant access for employees to see their shift schedules and changes, and the ability to assign specific requirements, such as approved WATCH reports and COVID vaccinations, to sites as needed. This system also ensures accurate payroll and billing.

Mostly, our work is guided by our values. They’re what we bring to every client relationship, and the promise we adhere to every day.

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*We have relied on Pacific Security's services for over a year. They are professional, courteous and have always immediately addressed any concerns we have had. Their personnel are very professional and have helped protect our sites when we have felt there is extra need for security. We can relax in the evenings, knowing if there is a problem on any of our sites, it will be handled in an expeditious manner. They even have worked with us to develop special procedures on our sites.*

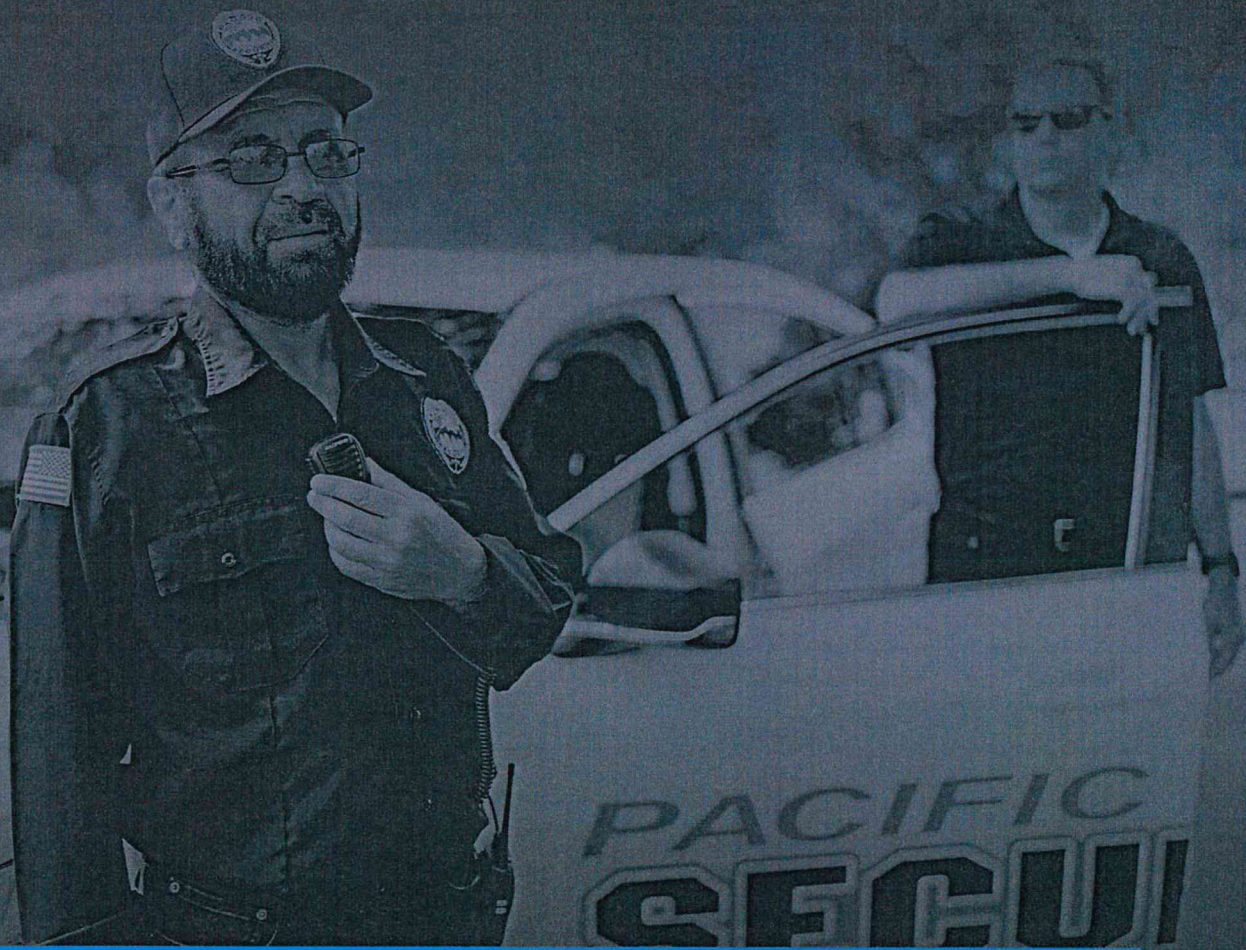
CARMA O. (PRESERVATION PROGRAM MANAGER FOR HOUSING AUTHORITY)



# PACIFIC SECURITY

GUARD • PATROL • RESPONSE

[www.pacsecurity.com](http://www.pacsecurity.com)



## Our locations throughout the PNW

**Corporate Office**  
2009 Iron Street  
Bellingham, WA 98225

**Renton Office**  
15 S Grady Way, Suite 600  
Renton, WA 98055

**Tukwila Office**  
17574 Southcenter Parkway  
Tukwila, WA 98188

**Everett Office**  
2929 Bond Street  
Everett, WA 98201

**Wenatchee Office**  
636 Valley Mall Parkway, Suite 200  
East Wenatchee, WA 98802

**Olympia Office**  
1718 4th Avenue E  
Olympia, WA 98506

# Pacific Security Services Agreement

This security services agreement (the "Agreement") is dated \_\_\_\_\_ (the "Effective Date"), and is between Pacific Security Services, a division of Parker Corporate Services, Inc., a Washington corporation located at 2009 Iron Street, Bellingham, Washington ("Pacific") and the client described below (the "Client"). This Agreement describes the services that Pacific has agreed to provide to the Client, and the terms and conditions by which Pacific will provide them to the Client, which Client has likewise agreed to accept.



www.pacsecurity.com  
(800) 743-2737

SECTION A		Client Information	
Name:			
Project Name:			
Address:			
City:		State:	Zip:
Contact:		Title:	
Email:		Phone:	Cell:
Address where services are to be performed (the "Premises"):		Same as Client	
City:		State:	Zip:

**Billing Information**  Same as client info above

Address:			
City:		State:	Zip:
Contact:			
Invoice Email:		Phone:	

**SECTION B** Description of Services and Fees

Term (the "Term"):	Start Date:
Length of term - See Section C, paragraph 2. Unless end date specified in Exhibit A.	

Services (the "Services"): See Site Information Sheet attached hereto and incorporated by reference as Exhibit A, and Services Addendum, attached hereto and incorporated by reference as Exhibit B. For towing services, see Exhibit C.

Cost for Services (the "Fees"): The following fees are applicable if checked:

- Mobile Patrol and On-Site Security Services:**
- Mobile patrol services are billed at a rate of \$\_\_\_\_\_ per month.
  - On-site security services are billed at a rate of \$\_\_\_\_\_ per hour, per guard.
    - Unarmed  Less Lethal  Armed  Site Supervisor
    - Loss Prevention  Includes Vehicle
  - On-site security services are billed at a rate of \$\_\_\_\_\_ per hour, per guard.
    - Unarmed  Less Lethal  Armed  Site Supervisor
    - Loss Prevention  Includes Vehicle
  - Marked security vehicles are billed at a rate of \$\_\_\_\_\_ per  month  day
  - Guard management systems & cell phone are billed at a rate of \$\_\_\_\_\_ per month.
  - Other \_\_\_\_\_

- Other Services:**
- Alarm  Towing  Lockout
  - Plan A (available only to Alarm Companies): Base Rate of \$65.00 per response, which includes 30 minutes of response time. After 30 minutes, each quarter hour is charged at a rate of \$18.25. Response time starts when the officer departs for the Premises. No charge if canceled within 4 minutes.
  - Plan B: Base rate of \$85 per response, which includes 30 minutes of response time. After 30 minutes each quarter hour is charged at a rate of \$18.25. Response time starts when the officer departs for the Premises. No charge if cancelled within 4 minutes. Annual \$50 maintenance fee.
  - Cost included in Patrol or On-Site Security Services.

All hourly services are subject to a four-hour minimum charge. Pacific employee breaks are included in scheduled time in accordance with Washington state law. Scheduling changes made with less than 24 hours' notice, overtime, and service provided on New Years' Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving, and Christmas will be billed at a time and a half rate. Services canceled by Client with less than 12 hours' notice will be subject to a four-hour minimum charge per security officer.

All Fees are subject to an annual 3% rate increase, and the Fees listed above do not include any applicable taxes.

### **1. Provision of Services.**

a — In consideration for the Client's agreement to pay Pacific the Fees, Pacific agrees to provide the Client with the Services identified in Section B during the Term, subject always to these General Terms and Conditions. Pacific shall perform the Services in a professional and workmanlike manner according to the schedule indicated in Section B. Client acknowledges that it has selected the Services it deems appropriate for its purposes; that Pacific is not a guarantor of safety, is not responsible for the criminal acts of third parties, and that Pacific makes no representation or warranty that the Services will be adequate for Client's purposes or sufficient to prevent loss or damage to life or property. Client recognizes that unforeseen events including but not limited to accidents, breakdowns, inclement weather, natural disasters, emergencies or other circumstances beyond Pacific's control may at times prevent Services from being performed in strict accordance with the time schedule, in which case Pacific shall perform the service as soon as is practicable. In the event Client is damaged by Pacific's failure to strictly comply with the time schedule, Pacific's liability shall be limited to a refund of the fee for the untimely or missed service. Client shall advise Pacific of any changes to the Premises that may affect the provision of Services hereunder.

b — Pacific will maintain a log pertaining to the provision of Services for the Client, which shall include the date and time of service and any comments, and may be made available to the Client upon request. Pacific will retain said records for one year following the date of service.

c — The Client may, at any time during the Term of this Agreement, request additional services beyond the scope of Services identified in Section B, or may request changes to said Services. Any such requests must be given in writing to Pacific, incorporating any adjustment in the Services and Fees set forth herein, and are subject to Pacific's written approval. If approved, any such changes shall be incorporated in an Addendum to this Agreement.

### **2. Term.**

This Agreement shall commence on the Start Date identified in Section B and shall have an initial term of one year (the "Initial Term"). The Agreement shall automatically renew in one-year increments (the "Renewal Term") unless terminated earlier as provided herein. Upon renewal, the Fees shall be subject to an annual 3% rate increase as identified in Section B.

### **3. Termination.**

Either party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other party. Additionally, Pacific may terminate this Agreement immediately upon providing written notice of such termination to Client, if Client fails to pay any Fees when due, or if Client becomes the subject of a petition in bankruptcy, insolvency, reorganization or receivership.

### **4. Fees and Payment Terms.**

a — Pacific will bill the Client monthly for the Fees specified in Section B. All invoices are due and payable upon receipt, and will be past due thirty days thereafter.

b — Payments shall be made payable to Pacific Security at 2009 Iron Street, Bellingham, WA 98225.

c — Credit card payments shall be subject to a 3% processing charge.

d — Client shall pay an additional service charge of 1.5% per month on any past-due accounts.

### **5. Security Equipment and Supplies.**

Any and all property, equipment, supplies and materials furnished by Pacific hereunder and placed at or on the Premises during the Term of this Agreement shall remain the property of Pacific, and Pacific shall at all times during and after the term of this Agreement have the sole and exclusive right to install, maintain, replace and remove such property, equipment, supplies and materials, and shall have a license to enter the Premises for such purposes.

### **6. Client Emergency Contact List.**

Client shall provide Pacific with a list including the name and phone number of each person who should be contacted in the event of an emergency. It is Client's sole responsibility to keep this list up-to-date and notify Pacific of any changes.

### **7. Compliance with Law.**

All work and services rendered hereunder shall be provided in accordance with applicable law, and Pacific shall maintain all licenses, authorities and approvals required to perform the services. All security officers furnished by Pacific shall be licensed in accordance with applicable law.

### **8. Insurance.**

a — Pacific shall obtain and maintain for the term of this Agreement a policy of commercial general liability insurance. Pacific shall provide a certificate of insurance coverage to Client upon request.

b — Where the services to be provided under this Agreement involve or require the use of any vehicle provided by Client in order to perform said services, such vehicles shall be fully insured by Client and Client assumes any and all liability for any injury to person or damage to property resulting from the use of such vehicles by Pacific.

### **9. Independent Contractor.**

Neither the Client nor any of its employees, agents or representatives shall have any control over the manner, mode or means by which Pacific, its agents or employees, perform the Services, except as otherwise set forth herein. Pacific shall perform all services required herein as an independent contractor and shall remain under only such obligations as are consistent with that role. Any security officers or personnel furnished by Pacific to perform the Services shall remain the employees of Pacific and shall at no time be considered Client's employees.

### **10. Prohibition on Hiring.**

Client agrees that during the term of this Agreement and for a period of one year thereafter, it shall not hire or solicit any person who was employed by Pacific or its affiliates during such period, whether such person is hired as an employee or independent contractor, unless authorized in writing by Pacific, or unless such person has not been employed by Pacific for at least twelve months prior to his or her hiring or solicitation.

### **11. Indemnification.**

Each party agrees to defend, indemnify, and hold the other party and its affiliates, officers, directors, elected officials, employees, agents, and representatives harmless from any and all damages, costs, expenses and fees, including reasonable attorney's fees, and from any judgments and suits at law or equity of whatsoever nature (hereinafter "Pacific") brought against the other party directly or indirectly arising from, or in connection with, or incident to (i) a breach of the provisions of this Agreement by the party or (ii) the negligent or intentional acts or omissions of that party or its officers,

agents, directors or employees in connection with this Agreement; provided that nothing herein shall require either party to hold the other party harmless from Pacific caused by or resulting from the sole negligence of said party, its affiliates, officers, directors, elected officials, employees, agents, or representatives, and provided further, that if any such Pacific are caused by or result from the concurrent negligence of the parties or their affiliates, officers, directors, elected officials, employees, agents, or representatives then this indemnity provision shall be valid and enforceable only to the extent of that particular party's negligence, or that of its affiliates, officers, directors, elected officials, employees, agents, or representatives. The obligations set forth in this section shall survive the expiration or earlier termination of this Agreement.

**12. No Warranty.**

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, PACIFIC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES.

**13. Waiver of Consequential Damages.**

NO PARTY SHALL UNDER ANY CIRCUMSTANCES BE LIABLE TO ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS OR REVENUE) RESULTING OR ARISING FROM THE SERVICES, ANY PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR TERMINATION OF THE SERVICES. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES OR OTHER RELIEF ARE SOUGHT BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

**14. Limitation on Liability.**

CLIENT UNDERSTANDS THAT PACIFIC IS NOT RESPONSIBLE FOR THE CRIMINAL ACTS OF THIRD PARTIES. EXCEPT FOR ACTIONS OR CLAIMS ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT, PACIFIC'S TOTAL LIABILITY TO CLIENT SHALL NOT EXCEED THE GREATER OF (I) THE TOTAL FEES PAID TO ACTION BY CLIENT OR (II) THE AMOUNT OF RECOVERABLE INSURANCE, REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY.

**15. No Third-Party Beneficiaries.**

This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and shall not confer any rights or remedies upon any other person.

**16. General.**

a — This Agreement, including without limitation all addenda, constitutes the entire agreement between the parties, and may only be modified by a writing signed by the Parties.

b — This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the State of Washington without regard to the application of conflicts of law principles. Venue for any dispute concerning this Agreement shall be exclusively in Whatcom County, Washington. In any dispute concerning this Agreement, the prevailing party shall be entitled to its attorneys' fees and costs.

c — No waiver or consent to any breach or default in the performance of any term, condition or provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or other term, condition or provision of this Agreement. No failure or delay of either party to exercise any right or power or to insist upon strict compliance by the other party with its obligation shall constitute a modification of this Agreement or a waiver of a party's right to demand strict compliance with the terms of this Agreement.

d — If any terms or provisions of this Agreement are determined by a court to be invalid or illegal, such provisions shall be severed from the Agreement and all remaining terms and provisions shall remain in full force and effect.

e — Any notices permitted or required under this Agreement must be in writing and are effective on the date received (unless the notice specifies a later date). Notices must be sent to the address set forth on the first page of this Agreement or at such other address of which a party may from time to time give notice in accordance with this subsection.

f — The parties may sign this agreement in counterparts. A faxed, or scanned and emailed signature shall be a valid signing by a party.

By signing this Agreement below, Pacific agrees to provide the Services to the Client, and the Client agrees to accept them, for the Fees, and according to the General Terms and Conditions contained in Section C, all of which are incorporated by this reference.

**Pacific Security Services**

**Client**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

its: \_\_\_\_\_

its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## EXHIBIT A

## Site Information

## Location

Project Name:
Site Address: <span style="float: right;">City:</span>

## Pacific Security Dispatch

DID Response Phone Number Issued (number to call us for response):
--

## Schedule of Service

Start Date:	End Date:		
DAY	HOURS	MOBILE PATROL SERVICE	
Sunday		Checks per Night:	
Monday		Number of Days per Week:	
Tuesday		Additional Instructions:	
Wednesday			
Thursday			
Friday			
Saturday			
TO BE FILLED OUT BY CLIENT			
Site Contact: Araceli Arrevalo		Site Phone: 509-682-2654	
Email Electronic Reports To:		TIN:	

## Emergency Call Out List

ORDER	NAME	TITLE/POSITION	PHONE	NOTE
1 <sup>st</sup>				
2 <sup>nd</sup>				
3 <sup>rd</sup>				

## Facility

Alarm Code:	Lock Combinations:
Restrooms Available On-Site: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable <i>If no, list instructions:</i>	
Additional Instructions:	

## EXHIBIT B

**Services Addendum**

The following paragraphs are applicable, and part of the Agreement between Pacific and Client dated \_\_\_\_\_, if checked:

 **1. On-Site Security Services**

Pacific shall furnish uniformed, unarmed or armed security officers to the Premises as more particularly described in Section B herein. Client understands that the presence of uniformed security officers is intended to deter crime or undesirable activity, but that Pacific will not respond to or investigate criminal activity, which is the purview of local law enforcement. If criminal or other undesirable activity is observed, Pacific will notify Client and/or law enforcement as appropriate in its sole discretion. Client further understands that the security services are limited to those duties expressly set forth herein; that Pacific cannot guarantee complete security or the prevention of harm to persons or property on the Premises; cannot prevent crime; that criminal activity must be referred to law enforcement for handling; and that Pacific does not assume any duty to rescue or come to the aid of any person on the Premises.

 **2. Mobile Patrol Services**

Pacific shall dispatch a security officer to periodically check the Premises in general accordance with the schedule set forth in Exhibit A herein. In the event any irregularities are noted, Pacific shall notify the Client and/or law enforcement as appropriate in its sole discretion.

Pacific  will, if checked, or

- will not, if checked, patrol the interior of any buildings on the Premises; provided, however that Pacific will not enter any building if signs of intrusion are noted.

Client recognizes that unforeseen events including but not limited to accidents, breakdowns, inclement weather, natural disasters, emergencies or other circumstances beyond Pacific's control may at times prevent checks from being performed in strict accordance with the time schedule, in which case Pacific shall perform the service as soon as is practicable. In the event Client is damaged by Pacific's failure to strictly comply with the time schedule, Pacific's liability shall be limited to a refund of the fees paid for the untimely or missed service. Client understands that Pacific's mobile patrol service is limited to those duties expressly set forth herein; that Pacific cannot prevent crime and will not attempt to stop a crime in progress; and does not assume any duty to rescue or come to the aid of any person on the Premises. Pacific shall not be liable for any charges imposed by law enforcement agencies for responding to false alarms.

 **3. Alarm Response Services**

Upon notification of a client alarm, Pacific will dispatch a security officer to the Premises to verify the alarm. All requests for response must be sent to Client's DID Response Phone Number identified on Exhibit A herein. Pacific cannot honor any requests for response directed to its business telephone line. While Pacific will endeavor to maintain a response time of 20 minutes, Client understands that Pacific cannot guarantee any particular response time and Pacific's actual response time may vary based upon numerous factors beyond its control including, but not limited to, traffic, weather conditions, personnel availability, and the needs of other clients. Pacific will check the exterior of the Premises for irregularities. If any signs of intrusion are noted, Pacific will notify Client and/or law enforcement as appropriate in its sole discretion.

Pacific  will, if checked, or

- will not, if checked, conduct an internal sweep of any buildings on the Premises; provided, however that Pacific will not enter any building if signs of intrusion are noted.

Client will be billed according to the fee schedule from the time that the officer is dispatched to the Premises until the officer leaves the Premises. Client will not be charged if a response request is canceled within four minutes of the alarm. Client understands that Pacific's alarm response service is limited to those duties expressly set forth herein; that Pacific cannot prevent crime and will not attempt to stop a crime in progress; and does not assume any duty to rescue or come to the aid of any person on the Premises. Pacific shall not be liable for any charges imposed by law enforcement agencies for responding to false alarms.

 **4. Loss Prevention Services**

Pacific shall furnish on-site loss-prevention officers to provide loss prevention services to the Premises in the number and during the hours identified in Section B. In the event an officer has reasonable grounds to believe a person is shoplifting, he or she will verbally confront the person and/or notify law enforcement, as appropriate in Pacific's sole discretion. Pacific will maintain a strict "no touch" policy and will not attempt to apprehend a shoplifter or prevent them from leaving the Premises. Client understands that Pacific is not liable for the criminal acts of third parties or any losses caused by shoplifting.

**EXHIBIT C**

**Towing Services Contract Addendum**

Client desires to have Pacific Security provide towing services as described below for those premises indicated in this agreement. It is hereby agreed that Pacific Security will provide services under the following terms of the contract and this attached addendum. Further, Pacific Security is a division of Parker Corporate Services, Inc. (PCS), and any reference in addendum for guards or Pacific Security is a reference to PCS and its employees. Client agrees to the following requirements:

1. Client will create a contract with a towing company, designating them for all towing services on the Client's property.
2. Towing signs satisfying RCW 46.55.070 will be posted at each parking area entrance, and within the property. These signs will:
  - a. Be clearly visible at each point of posting.
  - b. Contain: times vehicles may be towed; name, telephone number, and address of towing company.
3. Client will provide a general written authorization for Pacific Security guards to tow vehicles from the location.
  - a. This written authorization will include informing the designated towing company that Pacific Security employees can identify and tow vehicles from the Client's property.
4. Patrol officers cannot be required to wait more than 30 minutes for tow truck arrival after calling. If 30 minutes is exceeded, tow will be cancelled.
5. Service-specific requirements as described below for each service.

SERVICES OFFERED BY ON-SITE GUARDS ONLY	SERVICES OFFERED FOR BOTH PATROL AND ON-SITE GUARDS
<p><input type="checkbox"/> <b>Handicapped Spot Towing:</b> Removal of vehicles without placards/ plates which are parked in handicapped parking spots. Client agrees to provide an updated list of tenants and their assigned parking spots, and that the complaining tenant must show proof of parking spot ownership via photo ID and an up-to-date lease.</p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Time Window for Towing:</div> <p><input type="checkbox"/> <b>Designated Parking Spot Towing:</b> Removal of vehicles parked in another person's designated parking spot. Client agrees to provide an updated list of tenants and their assigned parking spots, and that the complaining tenant must show proof of parking spot ownership via photo ID and an up-to-date lease.</p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Time Window for Towing:</div> <p><input type="checkbox"/> <b>Parking Pass Towing:</b> Removal of parked vehicles without a parking pass for the specific location they are parked in. Client agrees to designate a single specific location where all parking passes will be located on vehicles without exception, and that any vehicle which does not have the parking pass in the specific location will be towed.</p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Describe What the Parking Pass Looks:</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px; height: 20px;"> </div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Location of Parking Pass on Vehicle:</div> <div style="border: 1px solid black; padding: 2px;">Time Window for Towing:</div>	<p><input type="checkbox"/> <b>Time Frame Towing:</b> Removal of parked vehicles that have overstayed a maximum time limit, or that have parked on site during restricted hours. Client agrees that vehicles overstaying a time limit will be issued a warning, and towing will be done only after at least 24 hours has passed from issuance of the warning.</p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Time Window for Towing:</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Maximum Allowed Parking Duration:</div> <p><input type="checkbox"/> <b>Fire Lane Towing:</b> Removal of vehicles parked in a clearly marked fire lane. Client agrees to ensure fire lanes are clearly marked with red paint.</p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Time Window for Towing:</div> <p><input type="checkbox"/> <b>On-Demand Towing:</b> Removal of a specific parked vehicle on request. This service may be done for any type of towing on this list, regardless of security officer service type. Client agrees to provide a written request for each vehicle to be towed. This request will include: vehicle make, model, color, license plate number, and a reason for towing.</p>

**TO BE FILLED OUT BY CLIENT**

Towing Company Name:	Phone:
Address:	City:
Client Designated Contact for Towing:	Title:
Email:	Phone:

Additional Instructions:



## Resolution No. 2024-04

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

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

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

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

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

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

**Section 1.** Resolution No. \_\_\_\_\_ is hereby repealed.

**Section 2.** **MRSC Rosters.** The City wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to have their official rosters hosted in the online database for City use for small public works contracts, consulting services, and vendor services developed and maintained by MRSC through MRSC Rosters authorizes City Clerk-Treasurer to sign the contract.

**Section 3.** **Small Public Works Roster.** The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:

- 1. Cost.** The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair or improvement of real property where the estimated cost does not exceed the limit established for the small works roster process in RCW 39.04.155 or other authorizing agency statute, which includes the costs of labor, material, equipment, sales, or use taxes as applicable. Instead, the City may use the Small Public Works Roster procedures for public works projects as set forth in this resolution. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.
- 2. Publication.** At least once a year, MRSC shall, on behalf of the City publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the small

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

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

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

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

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

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

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

- 5 **Determining Lowest Responsible Bidder.** The City Council shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City Council may call for new bids. A responsible bidder shall be a registered or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibility criteria established by the City.
6. **Award.** All of the bids or quotations shall be collected by the City Clerk-Treasurer or his/her designee.
  - a) The City Clerk-Treasurer or his/her designee shall then present all bids or quotations and their recommendation for award of the contract to the City Council. The City Council shall consider all bids or quotations received, determine the lowest responsible bidder, and award the contract; or
  - b) If the City Council delegates the authority to award bids to the Mayor, City Clerk-Treasurer or City Superintendent of the City for public works projects costing less than or equal to \$\_\_\_\_\_, the Mayor, City Clerk-Treasurer or City Superintendent shall have the authority to award public works contracts without Council approval, provided that the Council shall ratify the Mayor, City Clerk-Treasurer or City Superintendents approval at the next scheduled City Council meeting by means of the consent agenda. For public works projects costing more than \$\_\_\_\_\_, the City Council shall award all public works contracts.

**Section 4. Consulting Services Roster.** The following consulting services roster procedures are established for use by the City pursuant to RCW 39.80.030:

1. **Consulting Services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.

2. **Publication.** At least once a year, MRSC shall, on behalf of the **City** publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the consulting services roster and solicit the names of consultants for the consulting services roster. MRSC shall add responsible consultants to the consulting services roster at any time that a consultant completes the online application provided by MRSC, upload a Statement of Qualifications, and meets minimum State requirements for roster listing.
3. **Review and Selection of the Statement of Qualifications Proposals.** The **City** shall use the following process to select the most highly qualified Architectural or Engineering firm off of the Consulting Services Roster to provide the required services:
  - a) The **City** shall establish criteria that the **City Clerk Treasurer and/or City Superintendent**, or their designee, must consider in evaluating Architectural or Engineering firms for a given project. Such criteria shall include a plan to insure that minority and women-owned firms and veteran-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for architectural or engineering services. The level of participation by minority and women-owned firms and veteran-owned firms shall be consistent with their general availability within the jurisdiction of the **City**.
  - b) The **City Clerk Treasurer and/or City Superintendent**, or their designee, shall evaluate the written statements of qualifications and performance data on file with the **City** at the time that architectural or engineering services are required;
  - c) Such evaluations shall be based on the criteria established by the **City Council**; and
  - d) The **City Clerk-Treasurer and/or City Superintendent**, or their designee, shall conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services.
  - e) The firm deemed most highly qualified by the agency to do the project will be selected.
4. **Award.**
  - a) The **City Council** considers the proposal received and awards the contract; or
  - b) If the **City Council** delegates the authority to award projects to the Mayor, City Clerk-Treasurer and/or City Superintendent of the **City** for consulting services costing less than or equal to \$\_\_\_\_\_, the **Mayor, City Clerk-Treasurer and/or City Superintendent** shall have the authority to award contracts for consulting services without **Council** approval, provided that the **Council** shall ratify the **Mayor, City Clerk-Treasurer and/or City Superintendents** approval at the next scheduled **Council** meeting by means of the consent agenda. For consulting services costing more than \$\_\_\_\_\_, the **Council** shall award all contracts for consulting services.

**Section 5. Vendor List Roster.** The following vendor list roster procedures are established for use by the **City** pursuant to RCW 39.04.190:

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

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

- Posting.** A list of all contracts awarded under these procedures shall be posted at the City main administrative offices once every two months. The list shall contain the name of the vendor awarded the contract, the amount of the contract, a brief description of the items purchased, and the date it was awarded.

**PASSED** by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
René Maldonado, Mayor

ATTEST:

\_\_\_\_\_  
Alice J. Attwood, City Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Michel D. Howe, City Attorney

## Alice Attwood

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**From:** NCW Economic Development District <admin@ncwedd.com>  
**Sent:** Monday, May 6, 2024 2:15 PM  
**To:** Alice Attwood  
**Subject:** 2024 NCWEDD Membership Update and Annual Meeting Notice



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Dear Members of the North Central Washington Economic Development District,

I hope this letter finds you well. As the new Executive Director of the North Central Washington Economic Development District, I am honored to extend my heartfelt gratitude for your continued support and engagement as a member.

As we prepare for the start of our new fiscal year, I am excited to share some updates and upcoming events within our organization. Firstly, I am excited to join the EDD in this new capacity and look forward to working closely with each of you to advance economic growth and prosperity throughout our region.

I am delighted to announce that our annual meeting will take place at the Confluence Tech Center, 285 Technology Center Way, Wenatchee, WA 98801 on May 8th, 2024, from 1 to 3 pm. This gathering provides a valuable opportunity for us to come together, reflect on our achievements, and chart the course for the future. Your participation and input are highly valued, and I encourage you to mark your calendars and join us for this important event. A virtual Zoom option is available upon request to [admin@ncwedd.com](mailto:admin@ncwedd.com).

In addition to our annual meeting, I am excited to celebrate the 5th anniversary of our Supernova Business Launch Competition. To commemorate this important milestone, we will be hosting a special networking event for our members to connect with past and present Supernova participants. This event will also take place at the Confluence Tech Center on May 8th, 2024, from 4:30 to 7 pm. It promises to be an evening filled with inspiration and opportunities to forge valuable connections within our community.

Please RSVP for either or both events by emailing [admin@ncwedd.com](mailto:admin@ncwedd.com). Your presence and involvement are integral to the success of these gatherings, and I sincerely hope to see you there.

Once again, thank you for your unwavering support and dedication to the North Central Washington Economic Development District. Together, we will continue to

make a positive impact on our region's economic landscape and create opportunities for growth and prosperity.

If you have any questions, suggestions, or would like to explore additional ways to engage with our organization, please do not hesitate to reach out. Your feedback is essential as we work together to shape the future of our region.

Sincerely,  
Craig Larsen  
Executive Director  
North Central Washington Economic Development District



PO Box 4107  
Wenatchee WA 98807  
United States  
<https://ncwedd.com/>  
509.899.9321

We hope to see you at both the Annual Meeting and Supernova Networking Event!

[Unsubscribe](#)

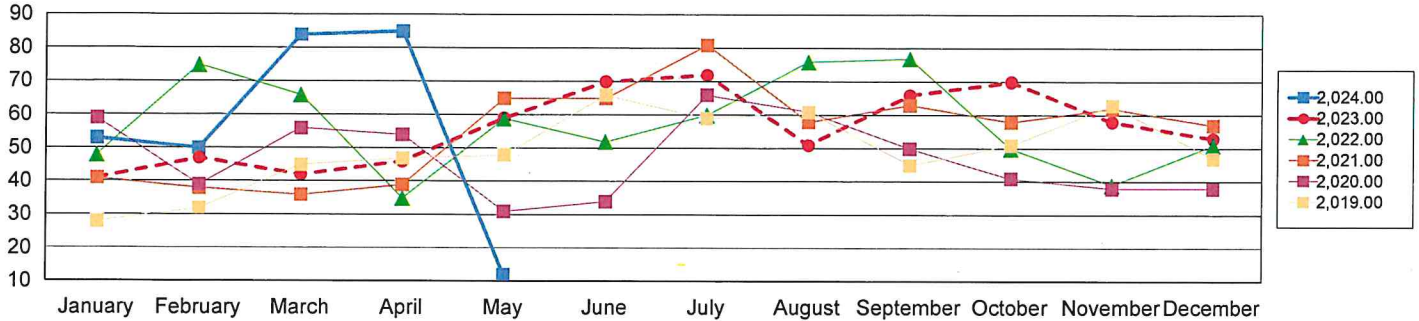






# Okanogan County Sheriff's Office

## Tonasket - Monthly Activity Law Incidents



- Total City Incidents in last 30 days: **80**
- Thefts in last 30 days: **5**
- Burglary / Trespass in last 30 days: **4**
- Assaults / Disputes in last 30 days: **3**
- Traffic incidents in last 30 days: **5**
- Total City Incidents YTD: **308**

Traffic Stops: **18**

### Law Incidents - Last 30 Days

OCSO		80			
04/14/2024	5:07	BURGLARY	TONASKET	TONASKET	S24-02197
04/20/2024	1:06	THEFT OTHER	WHITCOMB	TONASKET	S24-02328
04/23/2024	1:32	AGENCY ASSIST	WHITCOMB	TONASKET	S24-02399
04/22/2024	15:24	EXTRA PATROL	3RD	TONASKET	S24-02388
04/14/2024	14:22	AGENCY ASSIST	6TH	TONASKET	S24-02207
04/15/2024	18:12	SUSPICIOUS	5TH	TONASKET	S24-02238
04/15/2024	19:21	DUI	5TH	TONASKET	S24-02240
04/19/2024	19:24	SUSPICIOUS	WESTERN	TONASKET	S24-02320
04/10/2024	13:36	AGENCY ASSIST	1ST	TONASKET	S24-02106
05/03/2024	20:03	ANIMAL PROBLEM	7TH	TONASKET	S24-02646
04/12/2024	18:47	UNSECURE PREMIS	WHITCOMB	TONASKET	S24-02160
04/10/2024	19:54	AGENCY ASSIST	3RD	TONASKET	S24-02113
04/19/2024	13:43	ANIMAL STRAY	NORTH STATE FRONTAGE	TONASKET	S24-02311
04/13/2024	1:16	WELFARE CHECK	WHITCOMB	TONASKET	S24-02168
04/13/2024	20:56	CITIZEN ASSIST	WHITCOMB	TONASKET	S24-02194
05/03/2024	19:07	ANIMAL PROBLEM	RAILROAD	TONASKET	S24-02645
05/02/2024	15:50	ANIMAL SICK	DIVISION	TONASKET	S24-02614
04/27/2024	6:26	ALARM BURGLARY	WESTERN	TONASKET	S24-02494
04/27/2024	13:25	ANIMAL VICIOUS	MILL	TONASKET	S24-02501
05/03/2024	9:48	ANIMAL VICIOUS	MILL	TONASKET	S24-02630
05/04/2024	8:45	SUSPICIOUS	TONASKET	TONASKET	S24-02653

04/18/2024	3:44	DISORDERLY	2ND	TONASKET	S24-02286
04/25/2024	11:15	HARASSMENT	5TH	TONASKET	S24-02460
04/07/2024	10:18	LOITERING	5TH	TONASKET	S24-02034
04/12/2024	15:01	THEFT OTHER	WHITCOMB	TONASKET	S24-02154
04/07/2024	12:02	THREATENING	DIVISION	TONASKET	S24-02037
05/02/2024	15:55	WELFARE CHECK	ANTWINE	TONASKET	S24-02615
04/10/2024	9:28	THEFT OTHER	4TH	TONASKET	S24-02103
04/30/2024	10:32	TRAFFIC HAZARD	HWY 97	TONASKET	S24-02563
04/14/2024	19:08	WANTED PERSON	HWY 97	TONASKET	S24-02215
04/15/2024	10:59	TRAFFIC HAZARD	HWY 97	TONASKET	S24-02227
04/28/2024	14:31	911 ABUSE	HWY 97	TONASKET	S24-02517
04/29/2024	16:57	911 ABUSE	HWY 97	TONASKET	S24-02548
04/29/2024	19:20	911 ABUSE	HWY 97	TONASKET	S24-02554
04/16/2024	0:10	CITIZEN ASSIST	WESTERN	TONASKET	S24-02243
04/16/2024	8:16	DOMESTIC DISPUT	WESTERN	TONASKET	S24-02245
05/03/2024	8:01	OTHER CALLS	WESTERN	TONASKET	S24-02628
04/07/2024	19:35	CIVIL	ANTWINE	TONASKET	S24-02046
04/09/2024	18:51	WELFARE CHECK	ANTWINE	TONASKET	S24-02097
04/19/2024	18:46	ASSAULT	LOCUST	TONASKET	S24-02319
04/06/2024	14:15	VEHICLE PROWL	1ST	TONASKET	S24-02018
04/23/2024	13:29	EXTRA PATROL	2ND	TONASKET	S24-02410
04/28/2024	23:16	NOISE COMPLAINT	2ND	TONASKET	S24-02526
04/08/2024	17:25	SUSPICIOUS	JONATHAN	TONASKET	S24-02072
04/23/2024	11:31	AGENCY ASSIST	4TH	TONASKET	S24-02407
04/23/2024	19:03	DWLS	6TH	TONASKET	S24-02423
04/18/2024	15:36	INFORMATION	TONASKET	TONASKET	S24-02297
04/25/2024	17:54	SUSPICIOUS	TONASKET	TONASKET	S24-02463
04/08/2024	7:37	CITIZEN ASSIST	TONASKET	TONASKET	S24-02053
04/06/2024	10:58	HARASSMENT	TONASKET	TONASKET	S24-02012
04/06/2024	14:42	MHP CONTACT	TONASKET	TONASKET	S24-02019
04/06/2024	19:25	NOISE COMPLAINT	TONASKET	TONASKET	S24-02025
04/09/2024	14:10	MHP TRANSPORT	WESTERN	TONASKET	S24-02087
04/10/2024	7:53	AGENCY ASSIST	WESTERN	TONASKET	S24-02101
04/11/2024	9:49	HARASSMENT	WESTERN	TONASKET	S24-02119
04/13/2024	17:42	MHP CONTACT	WESTERN	TONASKET	S24-02186
04/08/2024	1:26	AGENCY ASSIST	WESTERN	TONASKET	S24-02048
04/09/2024	10:45	MISSING PERSON	WESTERN	TONASKET	S24-02079
05/02/2024	7:06	CIVIL	7TH	TONASKET	S24-02607
05/03/2024	18:15	CIVIL	HWY 20	TONASKET	S24-02644
05/03/2024	14:03	DWLS	HWY 20	TONASKET	S24-02636
04/11/2024	9:14	911 ABUSE	HWY 20	TONASKET	S24-02117
04/17/2024	13:03	JUVENILE PROB	HIGHWAY 20	TONASKET	S24-02273
04/23/2024	14:10	CHILD ABUSE	HIGHWAY 20	TONASKET	S24-02415
04/12/2024	17:39	HARASSMENT	JONATHAN	TONASKET	S24-02159
04/11/2024	12:02	SUICIDE ATTEMPT	3RD	TONASKET	S24-02125
04/06/2024	16:24	CHEST PAIN	MILL	TONASKET	S24-02022
04/22/2024	8:14	VIN INSPECTION	MILL	TONASKET	S24-02373
04/09/2024	11:49	MAL MISCHIEF	TONASKET	TONASKET	S24-02084
04/22/2024	13:26	THEFT OTHER	TONASKET	TONASKET	S24-02384
05/05/2024	18:58	SUSPICIOUS	TONASKET	TONASKET	S24-02682
04/29/2024	6:04	INFORMATION	HWY 97	TONASKET	S24-02531
04/16/2024	12:02	SEX OFFENSE	1ST	TONASKET	S24-02252
04/18/2024	8:48	AGENCY REFERRAL	1ST	TONASKET	S24-02289
04/07/2024	12:29	WELFARE CHECK	TONASKET	TONASKET	S24-02038
04/16/2024	17:36	INTOXICATION	WHITCOMB	TONASKET	S24-02258

04/15/2024 15:37	ABANDONED VEHIC	7TH	TONASKET	S24-02233
04/13/2024 9:49	SUSPICIOUS	7TH	TONASKET	S24-02174
04/13/2024 0:59	DOMESTIC DISPUT	3RD	TONASKET	S24-02166
05/05/2024 0:12	TRESPASSING	LOCUST	TONASKET	S24-02671

### EMS Calls - Last 30 Days

<b>LIFELINE EMS</b>		<b>20</b>	
04/09/2024 18:31	TRANSFER PATIEN	E24-01689	
04/10/2024 08:22	TRANSFER PATIEN	E24-01699	
04/11/2024 22:11	TRANSFER PATIEN	E24-01734	
04/13/2024 21:50	TRANSFER PATIEN	E24-01780	
04/15/2024 10:53	TRANSFER PATIEN	E24-01800	
04/16/2024 17:09	TRANSFER PATIEN	E24-01813	
04/18/2024 20:02	TRANSFER PATIEN	E24-01845	
04/19/2024 06:49	TRANSFER PATIEN	E24-01849	
04/20/2024 19:53	TRANSFER PATIEN	E24-01874	
04/24/2024 20:06	TRANSFER PATIEN	E24-01936	
04/25/2024 17:08	TRANSFER PATIEN	E24-01951	
04/26/2024 00:50	TRANSFER PATIEN	E24-01954	
04/26/2024 19:29	TRANSFER PATIEN	E24-01968	
04/27/2024 13:01	TRANSFER PATIEN	E24-01979	
04/29/2024 21:29	TRANSFER PATIEN	E24-02021	
05/01/2024 15:02	TRANSFER PATIEN	E24-02058	
05/02/2024 11:42	TRANSFER PATIEN	E24-02070	
05/04/2024 16:00	TRANSFER PATIEN	E24-02115	
05/05/2024 09:13	TRANSFER PATIEN	E24-02127	
05/05/2024 14:43	TRANSFER PATIEN	E24-02131	
<b>OROVILLE EMS</b>		<b>4</b>	
05/04/2024 12:46	SICKNESS	E24-02112	
04/17/2024 10:43	TRANSFER PATIEN	E24-01823	
04/14/2024 14:22	AGENCY ASSIST	E24-01789	
04/13/2024 14:55	FALL	E24-01772	
<b>TONASKET EMS</b>		<b>9</b>	
04/10/2024 11:25	MEDICAL	E24-01705	
04/11/2024 03:39	ALARM MEDICAL	E24-01720	
04/11/2024 12:02	SUICIDE ATTEMPT	E24-01724	
04/06/2024 01:25	UNCONSCIOUSNESS	E24-01631	
04/06/2024 16:03	MEDICAL	E24-01640	
04/06/2024 16:24	CHEST PAIN	E24-01641	
04/08/2024 12:44	ALARM MEDICAL	E24-01668	
04/09/2024 14:10	TRANSFER PATIEN	E24-01684	
04/29/2024 14:54	ABDOMINAL	E24-02015	

### Fire Calls - Last 30 Days

<b>TONASKET FIRE</b>		<b>1</b>
04/20/2024 15:20	FIRE WILDLAND	F24-00662

S WHITCOMB AV

## Alice Attwood

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**Subject:** Council Meeting  
**Location:** <https://us02web.zoom.us/j/88329464320>  
**Start:** Tue 5/14/2024 6:00 PM  
**End:** Tue 5/14/2024 9:00 PM  
**Recurrence:** (none)  
**Meeting Status:** Meeting organizer  
**zmMeetingNum:** 88329464320

Alice Attwood is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting  
<https://us02web.zoom.us/j/88329464320>

Meeting ID: 883 2946 4320

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One tap mobile  
+12532050468,,88329464320# US  
+12532158782,,88329464320# US (Tacoma)

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- +1 253 215 8782 US (Tacoma)
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- +1 719 359 4580 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
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- +1 305 224 1968 US