

Tonasket City Council Agenda
Tuesday, August 25, 2020
7:00 pm

VIRTUAL ZOOM MEETING ID # 853 9294 9333
PHONE # 1-253-215-8782

- 1) Call to Order
- 2) Pledge of Allegiance
- 3) Roll Call
- 4) Approval of Agenda **Action Item**
- 5) Approve minutes of previous council meeting **Action Item**
- 6) Public Comment
- 7) Kim Jacobs-North Valley Hospital Safety/Disaster Officer--Memorandum of Understanding—**Action Item**
- 8) Greg Gardinier
- 9) Kurt Danison Report
- 10) Unfinished Business
- 11) Department Head Reports
- 12) Mayor/Council/Committee Reports
- 13) New Business
 - a) Approval of Okanogan County Dispatch Services Agreement **Action Item**
 - b) Approval of Peddlers Permit Application **Action Item**
 - c) Approval of Policy for Use of City Vehicles by Employees **Action Item**
 - d) Resolution 2020-19 surplus property **Action Item**
- 14) Miscellaneous and Correspondence
- 15) Adjournment

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To: Mayor and City Councilmembers

FROM: City Clerk-Treasurer

Kim Jacobs, North Valley Hospital, asked to be on the agenda to present the Memorandum of Understanding for Achieving Healthcare Emergency Preparedness in Okanogan County Healthcare District #4. I have included the prior memorandum and also the proposed document. This requires action if the Council is ready to accept it. **Suggested Motion: I move to approve the Memorandum of Understanding for Achieving Healthcare Emergency Preparedness in Okanogan County Healthcare District #4 and authorize the Mayor to sign the document.**

I have attached a Dispatch Services Agreement with Okanogan County sent to us from Mike Worden. Also attached is the proposed budget for Dispatch services for 2021. The projected fee for 2021 is quite a bit less than projected for 2020. **Suggested Motion: I move to approve the Dispatch Services Agreement with Okanogan County and authorize the Mayor to sign the applicable documents.**

We have received an application for a Peddlers License from Amanda Archuleta with Captain's Cod Company. **Suggested Motion: I move to approve the application for a Peddler's License for Amanda Archuleta and Shaun Andrew contingent on the proper verifications such as background checks.**

A Policy for Use of City Vehicles by Employees has been included in your packet for review. Mayor Kriner would like the Council to consider this proposed policy to ensure the proper use of City owned vehicles. **Suggested Motion: I move to adopt the City of Tonasket Policy for Use of City Vehicles by Employees.**

Resolution 2020-19 would surplus the 2013 Ford Taurus Police Car. **Suggested Motion: I move to adopt Resolution 2020-19 which would surplus the 2013 Ford Taurus Police Car.**

Minutes of the Regular Tonasket City Council Meeting, Tuesday, August 11, 2020
Via Zoom

DRAFT

Present: Mayor Kriner, and Councilmembers Alexander, Levine, McMillan and Weddle

Staff: Johnson and Attwood

The meeting was called to order at 7:01. Mayor Kriner thanked all of the personnel that have been working on the fires and the pledge of allegiance was given by all.

Roll call was taken and all were in attendance except Councilmember Ritter.

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

Public Comment

- Lee Orr stated he is thankful for the progress at the Airport.

Unfinished Business

Motion to approve Resolution 2020-13 accepting a CARES Act Grant through the Washington State Department of Commerce and authorize Mayor Kriner to sign applicable documents. M/Levine, S/Weddle. Carried 4:0.

Department Head Reports

Johnson

- The Tonasket Ave/Division Street Project and the Airport Project are doing good.
- The City has received the new pickup truck.

Attwood

- None

Mayor/Council/Committee Reports

Mayor

- Reported she attended the OCOG meeting. Encouraged everyone to complete the Census—at this time only 40.5% response rate at this time.
- Continues to work on the two issues in the downtown area.
- Have received applications for the Building Official position.
- There will be free COVID 19 testing coming in different communities—check with Okanogan Health Department.
- Reported she is handling complaints personally.
- Read a letter from Sheriff Hawley about a possible scam.

Levine

- Reported she and Councilmember Weddle have discussed property owner requests.
- The projects are awesome.
- Helipad at Airport is open for use.
- Will be attending the WIRA 49 meeting 6 pm Thursday, looking at the adaptive management feature via zoom.
- Thanks to everyone for voting in the primary.

McMillan

- His committees, Finance and Safety have been quiet.

Weddle

- It is exciting to see the construction project going on in town.
- Thank you to Peggy Proctor for painting the City Hall/Library sign.
- Welcome to Matt Alexander!
- Asked Mayor Kriner the process for complaints---Mayor replied contact City Hall and/or the Mayor.
- School has made the decision to keep kids home and teach virtually.

Alexander

- None

Motion to approve the Dates for the 2021 Budget as listed. M/McMillan, S/Weddle. Carried 4:0.

Dates For 2021 Budget

DRAFT

<u>Request to Department Heads for Budget Items</u>	<u>August 11, 2020</u>
<u>Budget Requests Due to City Clerk</u>	<u>4:30 pm Sept.11, 2020</u>
<u>Revenue Sources/Set Tax Levy Public Hearing</u>	<u>7:00 pm Sept. 22, 2020</u>
<u>Preliminary Budget Hearing</u>	<u>7:00 pm Oct. 13, 2020</u>
<u>Budget Workshop</u>	<u>4:30 pm Oct. 20, 2020</u>
<u>Final Budget Hearing</u>	<u>7:00 pm Nov. 10, 2020</u>
<u>Adopt Budget (tentative)</u>	<u>7:00 pm Nov. 24, 2020</u>

(these dates are subject to change by Council approval)

Motion to approve the grant application done by Varela and Associates for TIB Small City Arterial Program funds for the 2nd Street project and the TIB Chip Sealing Project for various streets and authorize the Mavor to sign documents. M/Levine, S/McMillan.

Carried 4:0

Mayor Kriner has assigned new Council Committees as follows:

- Finance/Personnel: *Ritter & Weddle
- Water/Sewer/Streets/Infrastructure: *Levine & Alexander
- Park/Pool/Recreation: *Weddle & Ritter
- Airport/Cemetery: *Levine & McMillan
- Public Safety/Youth Center: *McMillan & Alexander

*Denotes Chairperson

Motion to set Public Hearing on September 8, 2020 to surplus the John Deere Grader. M/Levine, S/McMillan. Carried 4:0.

Motion to excuse Councilmember Ritter from this meeting even though she had not contacted anyone, due to her job. M/Levine, S/McMillan. Carried 4:0.

Motion to approve the consent agenda, the minutes of the previous meeting, the August Bills (10117, 10136-10178 & 4 EFT payments 8/11/2020) \$104,955.08 and the July Payroll (10118-10134) & direct deposit run 7/29/2020) \$42,523.37. M/McMillan, S/Weddle. Carried 4:0.

There being no further business the meeting was declared adjourned at 7:40 pm.

Alice J. Attwood, Clerk-Treasurer

MEMORANDUM OF UNDERSTANDING

For Achieving Healthcare Emergency Preparedness in Okanogan County Healthcare District #4

This Memorandum of Understanding, herein referred to as "MOU," is entered into between the City of Tonasket, herein referred to as Tonasket City Hall and Okanogan County Healthcare District #4, (DBA North Valley Hospital District) herein referred to as "OCHD#4" to be effective on the 24th day of January 2018.

The parties to this MOU understand and agree as provided herein.

The OCHD#4 refers to the volunteer and paid staff of North Valley Hospital District and other healthcare professionals and volunteers, to administer care, treatment, and referral to patients at pre-designated triage and alternate care sites in OCHD#4. Any agreements or contracts with other healthcare partners for the provision of volunteers, staff, and other resources in healthcare emergencies are considered separate from this document.

Section A: Purpose

To minimize and mitigate potential loss or damage to human life in OCHD#4 in the event of a major public health emergency.

Section B: Scope

This MOU authorizes the use of Tonasket City Hall, (as described in Attachment A: Property Description Form) for needs of Incident Command, a Labor Pool, or another non-patient care use in an emergency.

Section C: Facility Access and Use Conditions

The use of the described Tonasket City property by OCHD#4, will occur only as directed by the Health Officer or his/her designated replacement, during an active Declaration of Emergency in Okanogan County having an active mission number assigned by Washington State Military Department, Emergency Management Division, if applicable.

The Tonasket City Hall agrees to provide two contact persons, each of whom, are able to:

1. Unlock the facility.
2. Provide pertinent facility information such as the location of shut-off switches or valves, fire extinguishers, roof access, and other information related to the facility's integrity or maintenance.
3. Provide contact numbers for maintenance issues with heating and air conditioning units, phone lines, data ports, etc.
4. Be 'on-call' in order to help troubleshoot problems that may come up within or surrounding the facility.

The Tonasket City Hall agrees that:

1. Regular sanitation and maintenance has occurred prior to the facilities' use.
2. A facility floor plan is available for review, including the location of any utility shut-off locations.
3. The facility meets fire code standards.

The OCHD#4 will be responsible to ensure that the facility is adequately sanitized in accordance with its intended use; to occur before, during and after its occupation.

The OCHD#4 will ensure that materials belonging to the Tonasket City Hall which are used, discarded, or damaged by OCHD#4 employees or emergency worker volunteers, will be replaced. Some of these items may include paper, cleaning supplies, office equipment and supplies.

The OCHD#4 as a government entity will assist the facility owner with request(s) for disaster funds, as appropriate, to address costs incurred regarding the infrastructure and integrity of the facility should any damages occur while in use as a triage or treatment alternate care site.

For description(s) of the areas to be used at the Tonasket City Hall, refer to Attachment A: Property Description Form.

Section D. Period of Performance and Termination

This MOU shall be effective from 1-24-2018 until one or both parties terminate, upon 30 days prior written notification to the other party.

Section E. Indemnification

The OCHD#4 and its local healthcare partners agree to indemnify and hold the Tonasket City Hall, its employees and officials harmless from and against any liability, loss, or claims of injury or damages arising out of the performance of the terms of this MOU, but only to the extent that those liabilities, losses, or claims of injury or damages are not the direct result from negligent or intentional acts or omissions of the Tonasket City Hall.

This MOU supersedes any previous and contemporaneous oral representations, statements, negotiations or agreements with the OCHD#4 and its local healthcare partners.

Section F. Execution

Signed:

City of Tonasket

(name, title)

James Brown

MAYOR

1-24-2018

Date

City of Tonasket

(name, title)

Paul Ottwood

Clk-Treasurer

1-24-2018

Date

North Valley Hospital District

(name, title)

[Signature] CEO

1/18/18

Date

North Valley Hospital District

(name, title)

Kim Jacobs Safety Officer

1/18/18

Date

This form includes the description of the Tonasket City Hall to be used according to the terms within the corresponding Memorandum of Understanding (MOU). If more than one facility or complex has been identified for use, please attach additional page(s).

Facility Name: Tonasket City Hall
Facility Address: 209 S. Whitcomb Ave Tonasket WA 98855

Primary Contact Person: Alice Attwood
Title: Clerk - Treasurer
Day Phone: 509-486-2132
Evening Phone: 509-322-2098
Other (cell/pager):

Alternate Contact Person: Deniece Miller
Title: Deputy - Clerk - Treasurer
Day Phone: 509-486-2132
Evening Phone: 509-389-2114
Other (cell/pager): 509-223-4197

Alternate Contact Person: Darren Johnson
Title: City Superintendent
Day Phone: 509-486-4664
Evening Phone: 509-322-7432
Other (cell/pager):

Describe the area(s) of the facility that may be accessed or used:

City Hall Council room

Describe the area(s) of the facility that cannot be accessed or used:

City Hall office & library

Describe any equipment, including its location, that cannot be used:

If answer is yes, mark box with an "x"

- A facility floor plan has been provided to OCHD#4 for operations planning.
- Utility shut-off locations have been provided.
- The facility meets fire code and passes annual school safety inspections.

Other:

MEMORANDUM OF UNDERSTANDING

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The parties to this MOU understand and agree as provided herein.

The OCHD#4 refers to the volunteer and paid staff of North Valley Hospital District and other healthcare professionals and volunteers, to administer care, treatment, and referral to patients at pre-designated triage and alternate care sites in OCHD#4. Any agreements or contracts with other healthcare partners for the provision of volunteers, staff, and other resources in healthcare emergencies are considered separate from this document.

Section A: Purpose

To minimize and mitigate potential loss or damage to human life in OCHD#4 in the event of a major public health emergency.

Section B: Scope

This MOU authorizes the use of Tonasket City Hall, (as described in Attachment A: Property Description and Contact Form) for needs of Incident Command, a Labor Pool, or another non-patient care use in an emergency.

Section C: Facility Access and Use Conditions

The use of the described Tonasket City property by OCHD#4, will occur only as directed by the Health Officer or his/her designated replacement, during an active Declaration of Emergency in Okanogan County having an active mission number assigned by Washington State Military Department, Emergency Management Division, if applicable.

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The OCHD#4 as a government entity will assist the facility owner with request(s) for disaster funds, as appropriate, to address costs incurred regarding the infrastructure and integrity of the facility should any damages occur while in use as a triage or treatment alternate care site.

Describe the area that may be used

For description(s) of the areas to be used at the Tonasket City Hall, see in Attachment A: Property Description and Contact Form.

Section D. Period of Performance and Termination

This MOU shall be effective from _____ until one or both parties terminate, upon 30 days prior written notification to the other party.

Section E. Indemnification

The OCHD#4 and its local healthcare partners agree to indemnify and hold the Tonasket City Hall, its employees and officials harmless from and against any liability, loss, or claims of injury or damages arising out of the performance of the terms of this MOU, but only to the extent that those liabilities, losses, or claims of injury or damages are not the direct result from negligent or intentional acts or omissions of the Tonasket City Hall.

This MOU supersedes any previous and contemporaneous oral representations, statements, negotiations or agreements with the OCHD#4 and its local healthcare partners.

Section F. Execution

Signed:

City of Tonasket

Name, Title _____ date _____

City of Tonasket

Name, Title _____ date _____

North Valley Hospital District

Name, Title _____ date _____

North Valley Hospital District

Name, Title _____ date _____

Attachment A: Property Description and Contact Form

Includes the description of the Tonasket City Hall to be used according to the terms within the corresponding Memorandum of Understanding.

Name of Facility: TONASKET CITY HALL
Address: 209 S. Whitcomb Ave Tonasket WA 98855

Area of the facility that may be accessed or used:

Describe any equipment in the accessible area that may NOT be used:

Area of the facility that may NOT be accessed or used:

Primary Contact Person: _____
Title _____
Day contact: _____
Evening/off hours contact: _____

Secondary Contact Person: _____
Title _____
Day contact: _____
Evening/off hours contact: _____

Alternate Contact Person: _____
Title _____
Day contact: _____
Evening/off hours contact: _____



Okanogan County Sheriff's Office

3 Year Total Agency Percentage of Volumes Incident per Zone - DRAFT BUDGET

From: 1/1/2017 12:00:00AM
 To: 1/1/2020 12:00:00AM
 3 Year Total CAD Calls: 90487

Billable Dispatch Expenses: \$970,414
 minus Revenue Emergency Communications Sales Tax: \$700,000
Expenses to be Invoiced: \$270,414

Cost per Call: \$32.17 (not cost per call per agency)
 Adjusted Cost per Call: \$8.97

Payer	3yr Count		% System Tot	Obligation	Fee
	Sub Count / Sub %	Sub Zone % of System		(% of Billable Expenses)	Fee w/ Emergency Comms Tax Revenue
Aero Methow	1,776	1.9627%		\$19,046	\$5,307
City of Brewster	5,050	5.5809%		\$54,158	\$15,092
City of Okanogan	5,783	6.3910%		\$62,019	\$17,282
City of Omak	19,315	21.3456%		\$207,141	\$57,722
City of Oroville	4,219	4.6625%		\$45,246	\$12,608
City of Pateros	488	0.5393%		\$5,233	\$1,458
City of Tonasket	3,820	4.2216%		\$40,967	\$11,416
Lifeline	6,633	7.3303%		\$71,135	\$19,822
Okanogan County Fire District 01	149	0.1647%		\$1,598	\$445
Okanogan County Fire District 02	79	0.0873%		\$847	\$236
Okanogan County Fire District 03	522	0.5769%		\$5,598	\$1,560
Okanogan County Fire District 04	231	0.2553%		\$2,477	\$690
Okanogan County Fire District 06	447	0.4940%		\$4,794	\$1,336
Okanogan County Fire District 07	144	0.1591%		\$1,544	\$430
Okanogan County Fire District 08	23	0.0254%		\$247	\$69
Okanogan County Fire District 09	18	0.0199%		\$193	\$54
Okanogan County Fire District 10	27	0.0298%		\$290	\$81
Okanogan County Fire District 11	60	0.0663%		\$643	\$179
Okanogan County Fire District 12	185	0.2044%		\$1,984	\$553
Okanogan County Fire District 15	305	0.3371%		\$3,271	\$911
Okanogan County Fire District 15 - EMS	1,680	1.8566%		\$18,017	\$5,021
Okanogan County Fire District 16	137	0.1514%		\$1,469	\$409
Okanogan County	28,717	31.7361%		\$307,971	\$85,819
Oroville EMS District	1,274	1.4079%		\$13,663	\$3,807
Tonasket EMS District	1,861	2.0566%		\$19,958	\$5,561
Town of Conconully	192	0.2122%		\$2,059	\$574
Town of Coulee Dam	2,642	2.9198%		\$28,334	\$7,895
Town of Riverside	363	0.4012%		\$3,893	\$1,085
Town of Twisp	2,530	2.7960%		\$27,133	\$7,561
Town of Winthrop	1,817	2.0080%		\$19,486	\$5,430

Distinct Count of CAD Calls, in timeframe, with a GBADDR ID.

DISPATCH SERVICES AGREEMENT

This agreement, made and entered into this _____, 20 __, by and between City of Tonasket, operating in the State of Washington, and the Okanogan County Sheriff's Office of OKANOGAN COUNTY, a municipal corporation of the State of Washington, hereinafter referred to respectively as the "CUSTOMER" and the "COUNTY".

Witnesseth:

WHEREAS, The COUNTY operates the 911 PSAP (Public Service Answering Point) dispatch center, and;

WHEREAS, the COUNTY owns and operates a county wide two-way radio network comprised of numerous two-way radio, radio repeater sites and F.C.C. licensed frequencies, and;

WHEREAS, CUSTOMER is a public safety first responder agency delivering critical emergency services to a portion of Okanogan County, or CUSTOMER is a municipality contracted with the Okanogan County Sheriff's Office for law enforcement services and;

WHEREAS, CUSTOMER provides mutual aid assistance to other first responder emergency service agencies in Okanogan County, and;

WHEREAS, All first responder agencies in Okanogan County use the COUNTY's primary dispatch channels, dispatch center services, hardware and personnel, and;

WHEREAS, to achieve efficiency and economy in local government, CUSTOMER is desirous of contracting with the COUNTY for dispatching services and use of the radio network, and;

WHEREAS, the COUNTY has a dispatch center, personnel, hardware and primary dispatch frequencies capable of handling and efficiently providing such services to CUSTOMER, and;

WHEREAS, it is necessary and desirable that an agreement be executed for such services;

NOW, THEREFORE, COUNTY AND THE CUSTOMER MUTUALLY AGREE AS FOLLOWS:

1. COUNTY OBLIGATIONS:

- A. To provide Dispatch Services detailed in Exhibit A to CUSTOMER in a manner consistent with sound practices.
 - i. Answer CUSTOMER radio traffic in a manner equitable to other agencies sharing the radio network and dispatch services.
 - ii. Evaluate, prioritize and respond to radio, telephone and data traffic.
 - iii. Document the activities of CUSTOMER as reported to the COUNTY.
- B. The organization, staffing, scheduling and supervision, etc., of the County Dispatch Center shall be determined by the Sheriff.
- C. COUNTY to furnish all personnel and equipment and any and all other resources necessary to accomplish the aforesaid services.
- D. COUNTY shall ensure all the COUNTY's Federal Communications Commission (FCC) radio frequency licenses are current and the CUSTOMER is authorized to use the

frequencies for the CUSTOMER's public safety operations in accordance with FCC regulations. The COUNTY's primary dispatch channels are identified in Exhibit B – Primary Dispatch Frequencies.

- E. COUNTY shall determine and publish the minimum hardware specifications for CUSTOMER radios accessing the COUNTY's primary dispatch channels. The COUNTY shall update the minimum hardware specifications as necessary for the organized operation, maintenance and growth planning of the COUNTY's radio network.
 - F. The COUNTY shall consider the financial, operational, infrastructure or other recommendations provided to the Sheriff by the Dispatch Advisory Board.
2. **TERM.** This agreement shall be effective from and after January 1, 2021, and unless terminated as hereinafter provided by CUSTOMER or the COUNTY, or superseded by a successor agreement, shall remain in full force and effect from year to year thereafter.
3. **COMPENSATION.** The fee to be paid by CUSTOMER to the COUNTY shall be determined by the percentage of CAD (Computer Aided Dispatch) calls created in support of CUSTOMER operations using the formula found in EXHIBIT C.
- A. By June 1st of each year the COUNTY shall publish the total number of CAD calls dispatched during the last three (3) complete calendar years and the CUSTOMER's percentage of the total CAD calls. The CUSTOMER's percentage of CAD calls is the percentage of dispatch expenses to be invoiced to the CUSTOMER.
 - B. By September 1st of each year the COUNTY will notify the CUSTOMER of the COUNTY's budget request and projected cost to the CUSTOMER using the CUSTOMER's percentage of CAD calls.
 - i. Upon the approval of the budget the COUNTY will notify the CUSTOMER of the final cost to the CUSTOMER for the upcoming calendar year.
 - ii. Billable dispatch costs are those remaining after sales tax revenue has been applied to dispatch operating costs for purposes of financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communication systems and facilities.
 - C. At the conclusion of each quarter ending (March 31, June 30, September 30, December 31) the COUNTY will prepare and deliver to the CUSTOMER an invoice for payment.
 - D. Should CUSTOMER fall two (2) month in arrears from the payment due date, the customer shall be considered delinquent, and in that event, and after providing the required notice and opportunity to cure as set for forth in Section 14 of this Agreement, COUNTY shall have authority to terminate all services to the CUTSTOMER and all participation in the functions of the COUNTY, however, said CUSTOMER shall be liable for its fees to the COUNTY through December 31st of the year of termination of the delinquent CUSTOMER's services.
 - E. The COUNTY will create, by Commissioner Resolution, a fund to receive voter approved Emergency Communications sales and use tax revenue as authorized by RCW 82.14.420 for purposes of financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communication systems and facilities.

4. CUSTOMER OBLIGATIONS.

- A. Adhere to best radio practices to facilitate efficient use of the shared radio network and dispatch resources.
- B. Shall be responsible for purchasing, maintaining, and repairing the CUSTOMER's base, mobile, and portable communications equipment including pagers and computers. The CUSTOMER shall retain the responsibility and authority for its operational departments and for such equipment and services as required at its place of operations to connect to COUNTY's operations.
- C. CUSTOMER will be responsible to provide radios to access the primary dispatch channels, Exhibit B, and future channels deployed for CUSTOMER use.
 - i. When the CUSTOMER replaces radio hardware the new equipment will meet the current minimum hardware specifications as determined and updated by the COUNTY with the input of the Dispatch Advisory Board, Exhibit B.
- D. CUSTOMER provided radios, that are capable, will be programmed with a unique radio identification code compatible with protocols used by the COUNTY to identify the CUSTOMER radios to the COUNTY and other radio users. Radios added to the Customer's radio fleet will be compatible with the county's current minimum hardware requirements for accessing the COUNTY's radio network.

5. OWNERSHIP OF RECORDS and USE OF DATA. At the time of this agreement the Records Managements System (RMS) is Spillman Flex. The RMS system is hosted by Okanogan County. The CUSTOMER may have, create and store records in the hosted RMS consistent with software licensing. Computer Aided Dispatch (CAD) records created by the COUNTY for the purposes of call-taking information from the public and field units or for dispatching field units and resources to calls for service are the exclusive property of Okanogan County. Records outside of CAD created for the benefit of the CUSTOMER are the responsibility of the CUSTOMER.

- A. Neither the COUNTY nor the CUSTOMER will release records belonging to another agency without written permission of the responsible agency or a court order. In the case of a court order the releasing agency will, at the earliest opportunity, notify the agency responsible for the record of the court order.
- B. Use of the Records Management System (Spillman) is for public safety purposes only.

6. DISPATCH ADVISORY BOARD. The Advisory Board is a committee representative of the customer agencies and disciplines (cities, districts, law enforcement, fire, EMS) contracted to receive dispatch services. The committee's purpose is to make non-binding recommendations to the Sheriff as to how the dispatch center can best meet the needs of the customer agencies. The Dispatch Advisory Board shall provide input concerning the amount of sales tax revenue to be applied to the offset of dispatch operating costs. The Advisory Board's recommendations and input to the COUNTY are non-binding. Ultimately, the Sheriff has responsibility and authority to determine the budget request, and the Board of County Commissioners the responsibility and authority to determine the budget authorization. Membership of the board is illustrated in Exhibit D and defined by the Advisory Board bylaws.

7. INDEMNIFICATION CLAUSE.

- A. CUSTOMER shall defend, indemnify and hold harmless the COUNTY, its officers, agents and employees from any claim, cost, judgement or damages, including attorneys' fees and third party claims arising from any CUSTOMER action; provided that this subsection shall not apply to any such claim, cost, judgment or damage that arises out of or in any way results from any allegations of any intentional, willful or negligent act or omission on the part of the COUNTY or any officer, agent or employee thereof.
- B. COUNTY shall defend, indemnify and hold harmless the CUSTOMER, its officers, agents and employees from any claim, cost, judgments or damages, including attorneys' fees and third party claims arising out of any action or omission of the COUNTY, its officers, agents, independent contractors, or employees; provided that this subsection shall not apply to any such claim, cost, judgment, or damage that arises out of or in any way results from any allegations of any intentional, willful or negligent act or omission on the part of the CUSTOMER or any office, agent or employee thereof.

8. **TERMINATION.** CUSTOMER shall have the right to terminate and withdraw from this agreement for any reason whatsoever upon the giving of 120 days written notice to the COUNTY of CUSTOMER's intent to terminate and withdraw and the COUNTY shall have the right to terminate and withdraw from this agreement for any reason whatsoever upon the giving of 120 days written notice to CUSTOMER of the COUNTY's intent to terminate and withdraw.

9. **AMENDMENTS.** It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing, and signed by the Parties hereto, and that any oral understandings or agreements that are not incorporated herein, shall not be binding on either Party.

10. **COMPLIANCE WITH LAW.** COUNTY shall comply with all applicable federal, state and local laws and regulations applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.

11. **ASSIGNMENT.** The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

12. **MAINTENANCE AND AUDIT OF RECORDS.** COUNTY and the CUSTOMER shall maintain books, records, documents and other materials relevant to its performance under this Agreement which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject to inspection, review and audit by a Party or its designee, the Washington State Auditor's Office, and authorized federal agencies. Each Party shall retain all such books, records, documents and other materials as required by the Washington State Records Retention policy as established by the Washington Secretary of State.

13. **WAIVER LIMITED.** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party. Any express or implied waiver of a term or condition of this

Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

14. **DEFAULT/DISPUTE RESOLUTION.** If either COUNTY or the CUSTOMER fails to perform any act or obligation required to be performed by it hereunder, the other Party shall deliver written notice of such failure to the non-performing Party. The non-performing Party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing Party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion. In the event of non-payment, the COUNTY may terminate all services to the CUSTOMER as provided in Section 3. D without the opportunity for the CUSTOMER to request mediation.

In the event a default continues and/or any dispute arises (for anything other than non-payment) between the Parties, either Party may request in writing that the issue be resolved by mediation. If the Parties are unable to resolve the dispute within ninety (90) days, then either Party shall have the right to exercise any or all rights and remedies available to it in law or equity.

15. **GOVERNING LAW AND VENUE.** This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be Okanogan County, Washington.
16. **CONFIDENTIALITY.** With respect to all information relating to COUNTY that is confidential and clearly so designated, CUSTOMER agrees to keep such information confidential.
17. **CONSENT AND UNDERSTANDING.** This Agreement contains a complete and integrated understanding of the agreement between the Parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both Parties.
18. **SEVERABILITY.** If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

19. **CORRESPONDENCE.** Official correspondence in reference to this Agreement shall be directed as follows:

A. *Official contacts to COUNTY:*

Chief Deputy of Special Operations/Communications
Mike Worden
123 N. 5th Ave, Rm 200
Okanogan, WA 98840

B. *Official contacts to the CUSTOMER*

Print Agency Contact Name and Title.

City of Tonasket
P.O. Box 487
Tonasket, WA 98855

Contact Phone Number

19. **MUTUAL ASSENT.** The undersigned Parties, acting as authorized representatives of their respective organizations, hereby express their respective organization's full understanding and acceptance of, and intent to be legally bound by, the mutual obligations and commitments set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written.

Dated this ____ day of _____, 2020.

By:

Agency Signature

Printed Name & Title

Dated at Okanogan, Washington this ____ day of _____ 2020.

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**

ATTEST:

Jim DeTro, Chairman

Laleña Johns, Clerk of the Board

Chris Branch, Member

Andy Hover, Member

APPROVED AS TO FORM:

David Gecas, Chief Civil Deputy

Exhibit A

Dispatch Services

- Primary public safety answering point
- 24 hour 911 call taking, caller interrogation, call triage.
- 24 hour dispatching.
- Document activities of customers in CAD (Computer Aided Dispatch) software.
- After business hours telephone services.
- Scheduled reports.
- Record Management System (Spillman Flex) access to licensed software.
 - o Spillman Flex Mobile access.
 - o Spillman Flex Hub tables access.
 - o Customer responsible for connectivity to Okanogan County Central Services and any associated costs.
- CAD software interface to external systems upon approval of the Sheriff.
 - o Supporting third party systems (iSpyFire and/or other systems).
- Messaging services within licensing limits (HipLink and/or other providers)
- GIS (Geographical Information Systems) map building, maintenance and Master Street Address Guide (MSAG) maintenance.

Exhibit B

Okanogan County Sheriff's Office

Licensed Radio Frequencies & Subscriber Radio Minimum Standards

Licensed Frequencies:

NAME	RX	TX	CH. SPACING	DECODE	ENCODE
LEMANASKY	155.64000	156.21000	12.5	156.700	156.700
GOAT	156.24000	151.19000	12.5	173.800	173.800
MID VALLEY	155.73000	155.73000	12.5	141.300	141.300
TUNK	155.64000	156.21000	12.5	136.500	136.500
MCCLURE	155.19000	159.03000	12.5	123.000	123.000
COULEE DAM	155.64000	156.21000	12.5	167.900	151.400
MOSES	155.64000	156.21000	12.5	162.200	162.200
BUCKHORN	155.64000	156.21000	12.5	114.800	114.800
OROVILLE BASE	155.64000	155.64000	12.5	110.900	110.900
PEARL HILL	156.24000	151.19000	12.5	103.500	103.500
MONSE	156.24000	151.19000	12.5	127.300	127.300
LITTLE BUCK	155.19000	159.03000	12.5	146.200	146.200
FLAGG	155.19000	159.03000	12.5	118.800	118.800
MOLSON	155.64000	156.21000	12.5	131.800	131.800

Subscriber Radio Minimum Standards:

1. All radio hardware is FCC compliant.
2. All radio hardware purchased after January 1, 2021 is MDC1200 capable and programed with an agency assigned MDC1200 identifier.

Exhibit C

Compensation Formula and Definitions

COMPENSATION. The fee to be paid by CUSTOMER to the COUNTY shall be determined by the percentage of CAD (Computer Aided Dispatch) calls created in support of CUSTOMER operations using the following formula:

A. Formula:

- i. (THREE YEAR COUNT OF CAD CALLS PER CUSTOMER, PER DISCIPLINE) divided by (THREE YEAR COUNT OF SYSTEM TOTAL CAD CALLS) equals (CUSTOMER's PERCENTAGE OF THREE YEAR TOTAL SYSTEM COUNT OF CAD CALLS)
- ii. CUSTOMER's PERCENTAGE OF THREE YEAR TOTAL SYSTEM COUNT OF CAD CALLS) multiplied by (DISPATCH OPERATING EXPENSES minus APPLIED REVENUE) equals (CUSTOMER ANNUAL OBLIGATION)

B. Definitions :

- i. CAD CALL: The CAD (Computer Aided Dispatch) record created to document information received and or entered by dispatch including the Nature, Geoverified Address or Location, Description, Units involved and Date/Time record is created, modified, closed and date/time of assigned unit actions.
- ii. THREE YEAR TOTAL SYSTEM COUNT OF CAD CALLS: Is the count of CAD CALLS, during the last three (3) complete calendar years,
- iii. THREE YEAR ANNUAL COUNT OF CAD CALLS PER CUSTOMER, PER DISCIPLINE: Is the count of CAD CALLS, during the last three (3) complete calendar years, located within the bounds of the CUSTOMER's jurisdiction, in and outside the bounds of Okanogan County.
 1. Agencies that have no defined taxing district or jurisdiction will have no exclusion of CAD calls.
- iv. DISCIPLINE: Responding units are associated with Law Enforcement (L), Fire Protection (F) or Emergency Medical Service (E) disciplines.
- v. GEOVERIFIED CAD CALLS: CAD calls that have been located or addressed on the RMS map using the address, latitude and longitude or other data to locate the CAD call.
- vi. SYSTEM TOTAL COUNT OF CAD CALLS: Count of geoverified CAD calls created and dispatched to an agency included in CUSTOMERS DISPATCHED.
- vii. CUSTOMERS DISPATCHED: Okanogan County Sheriff's Office, Okanogan County Fire Protections Districts, Okanogan County EMS Providers, Private or

Non-Profit Fire or EMS Providers, City Police, City Fire and City EMS and any other agency receiving dispatch services and using the COUNTY's radio network hardware or frequencies.

- viii. DISPATCH APPROVED BUDGET: the operational current expense Dispatch budget approved by the board of county commissioners.
- ix. DISPATCH EXPENSES: Actual expenses of the dispatch center and radio network for the operation and maintenance of the dispatch center and radio network.
- x. APPLIED REVENUE: Revenue applied to the operating expense reducing the expenses billable to the CUSTOMER(S) (sales tax revenue, grants other non-current expense funds).

Exhibit D

Advisory Board Membership

- I. The Advisory Board shall be comprised of nine (9) members as defined in the Advisory Board by-laws. Members shall not be compensated and the voting membership shall be composed of the following persons, and such term shall be for the public official's term of office:
 - a. One (1) City mayor, council member or city designee appointed by the cities of Okanogan County as elected by the Okanogan Council of Governments.
 - b. One (1) Okanogan County Commissioner appointed by the Board of County Commissioners.
 - c. One (1) Fire Agency representative appointed by the Fire Chief's Association of Okanogan County.
 - d. One (1) EMS Agency representative from an EMS provider transporting to medical facilities in Okanogan County appointed by the Okanogan-North Douglas County EMS Council.
 - e. One (1) City Police Chief appointed by the City Police Chiefs of Okanogan County.
 - f. One (1) member of the Okanogan County Sheriff's Office.
 - g. One (1) member of the Okanogan County Communications Center.
 - h. Two (2) members at large selected by majority vote of the advisory board to meet the needs of the advisory board. Members at large shall be a member of an agency contracted for dispatch services or a member of groups specified in Article IV, sections I.a through I.g. and members at large shall not be from an agency occupying positions specified in Article IV, sections I.a through I.g.

APPLICATION FOR LICENSE
PEDDLERS, CANVASSERS AND TRANSIENT MERCHANTS
Tonasket City Municipal Code 5.12
(ORDINANCE # 346)

A. Name and date of birth of applicant/s and workers (continue on back if needed)

First Shaun First Amanda
Last Andrew Last Archuleta
Middle K. Middle Anne
Date of Birth 10/14/1966 Date of Birth 12/09/1986

B. Complete permanent home and local address of the applicant and, in case of transient merchants, the local address from which sales will be made:

Home: 2303 30th St phone 509.679.0975
Bellingham WA 98225 Fax _____

Business 2303 30th St phone 206.427.0819
Bellingham WA 98225 Fax _____

Washington State Business License # 604575274

Driver's License # 5568531 - State of Alaska

C. A brief description of the nature of the business and the goods to be sold:

Food truck. Serving our wild Alaskan Cod fish
& chips, cod sandwich, and cod fritters.

D. If employed, the name and address of the employer, together with credentials establishing the exact relationship: Owner operated

E. The length of time for which the right to do business is desired: We plan to
visit Tonasket routinely. If successful we
would like to serve a few times a month. Captain's
Cod will have a schedule of cities we travel to
throughout the month.

F. The source of supply of the goods or property proposed to be sold, or orders taken for the sale thereof, where such goods or products are located at the time said application is filed, and the proposed method of delivery:

Serving locations will vary depending on time of year and availability.

G. The names of at least two property owners of Okanogan County, Washington, who will certify as to the applicant's good character and business respectability; or in lieu of the names of references, such other available evidence as to the good character and business responsibility of the applicant as will enable an investigator to properly evaluate such character and business responsibility:

H. A statement as to whether or not the applicant has been convicted of any crime, misdemeanor, or violation of any municipal ordinance, other than traffic violations, the nature of the offense and the punishment or penalty assessed therefore:

No crimes committed by any applicant.


I. The last cities, not to exceed three, where applicant carried on business immediately preceding the date of application and the addresses from which such business was conducted in those municipalities:

We are a new business.

J. At the time of filing the application, an application fee shall be paid to the City Clerk to cover the cost of investigation of the facts stated therein.

K. In consideration of the City of Tonasket granting this permit, the undersigned does hereby agree to indemnify and hold harmless the City of Tonasket and its employees, officers, and agents against all suits and claims arising in any way connected with the activities hereby permitted, and the undersigned further agrees to defend any and all such actions at the sole cost and expense of the undersigned.

I SWEAR THE ABOVE INFORMATION I HAVE GIVEN IS ACCURATE AND TRUE.

Sworn 
Date: 8-20-2020

Received by City Clerk, date: 8-20-2020

Referred to City Council, date: 8-25-2020

Council Action: _____

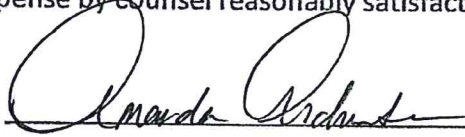
Vendor Release of Liability & Indemnity Agreement

Participation in this event is at your own risk. By signing this document, you, your agents, servants, or employees agree to comply with any applicable fire codes, laws, ordinances, and regulations pertinent to health, fire prevention, and public safety.

Agreement to Indemnify

You shall indemnify the City from and against any and all claims, demands, causes of action, suits or judgments including but not limited to, any claims of insurance carriers, for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with you, your agents, servants, or employees. In the event of any claims made or suits filed against the City, at its option, require you to resist or defend such action or proceeding at your own cost and expense by counsel reasonably satisfactory to the City.

Sworn: _____



Date: _____

8/20/2020

For Paddler Permit

VENDOR RELEASE OF LIABILITY & INDEMNITY AGREEMENT

Participation in this event is at your own risk. By signing this document, you, your agents, servants, or employees agree to comply with any applicable fire codes, laws, ordinances, and regulations pertinent to health, fire prevention, and public safety.

Agreement to Indemnify

You shall indemnify the City from and against any and all claims, demands, causes of action, suits or judgments including but not limited to, any claims of insurance carriers, for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with you, your agents, servants, or employees. In the event of any claims made or suits filed AGAINST THE City the City, at it's option, require you to resist or defend such action or proceeding at your own cost and expense by counsel reasonably satisfactory to the City.

MINIMUM SCOPE OF INSURANCE

You shall maintain insurance of the types described below at no cost to the City:

Commercial General Liability insurance covering liability arising from premises, operations, independent contractors, and personal injury and advertising injury. Coverage shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage. The City shall be named by endorsement, or blanket language, as an additional insured under your Commercial General Liability insurance policy.

MINIMUM AMOUNTS OF INSURANCE

You shall maintain at least the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 per project aggregate and a \$1,000,000 products-completed operations aggregate limit.

OTHER INSURANCE PROVISIONS

If any coverage is written on a "claims made" basis, then a minimum of a three (3) year extended reporting period shall be included with the claims made policy, and proof of this extended reporting period provided to the City.

CITY OF TONASKET
Policy for Use of City Vehicles by Employees

WHEREAS, the use of city-owned vehicles by certain city employees is necessary; however, use of such vehicles for purposes other than official city business is prohibited; and

WHEREAS, it is judicious to impose driving rules on such vehicles,

Now, therefore,

1. The use of city of Tonasket vehicles for purposes other than official business is prohibited.
2. The use of city of Tonasket vehicles shall be limited to use for essential activities.
3. All work safety rules shall continue to apply when a city vehicle is being used.
4. The following city driver rules shall apply:
 - A. The driver shall obey all traffic rules and be courteous toward other drivers.
 - B. The driver shall report any change to their driver license status.
 - C. The driver shall not drive while intoxicated, fatigued, or on medication or any other substance that affects their driving ability.
 - D. The driver shall not violate the Driving While Distracted laws of Washington, for example, by using a cell phone or texting while driving.
 - E. City employees shall not authorize unauthorized drivers to drive the city vehicle unless required by an emergency.
5. Employees who violate vehicle rules are subject to disciplinary action up to and including discharge/termination.

Signature of City of Tonasket Employee

Date: _____

RESOLUTION NO. 2020-19

**A resolution declaring certain property
to be surplus to the City.**

WHEREAS, the City of Tonasket, a municipal corporation of the State of Washington, is the owner of certain property as described in Exhibit "A" attached hereto and incorporated herein as set forth; and

WHEREAS, the City of Tonasket is desirous of disposing of said property described in Exhibit "A": attached pursuant to statutory authority of the State of Washington; and

WHEREAS, the said property is in excess and surplus to the present or foreseeable needs of the City of Tonasket, or is in such condition as to have no value,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TONASKET, WASHINGTON, that the property described in Exhibit "A", attached hereto and incorporated herein, as fully set forth is not necessary to the needs of the City of Tonasket and is surplus and excess to the foreseeable needs of said City, or is in such condition as to have not value, may be disposed of pursuant to statutory authority. The City may dispose of the surplus property in a method determined to be in the best interest of the City.

PASSED BY THE CITY COUNCIL this _____ day of _____,
2020.

APPROVED:

Marylou Kriner, Mayor

ATTEST:

Alice J. Attwood, Clerk-Treasurer

EXHIBIT A

1 - 2013 Ford Taurus VIN 1FAHP2M85DG124519