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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday, June 3, 2024 – 7:00 PM**

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**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

**D. CORRESPONDENCE AND MAYOR'S REPORT**

**E. CONSENT AGENDA**

1. Approval of Minutes from May 20, 2024
2. Approval of 2024 Claims

**F. NEW BUSINESS**

1. Res. 49-2024 – Approve Update of Purchase Agreement with Axon
2. Res. 50-2024 – Approve Contract with RV Park Camp Host

**G. OTHER BUSINESS**

1. Council Committee Reports
2. Staff Reports



**Action by City Council**

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Our Council Meetings are conducted in person in addition to Zoom Meetings. Meeting information is located on our website at [omakcity.com](http://omakcity.com). If you need support or accommodations, contact the City Clerk in advance by phone at 509-826-1170 or by e-mail [clerk@omakcity.com](mailto:clerk@omakcity.com) for assistance.

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# Omak Police Department

8 N. Ash, P.O. Box 569, Omak, WA 98841 • (509) 826-0383 • FAX 826-0116

DANIEL J. CHRISTENSEN  
Chief of Police

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## Memorandum

Date: June 3, 2024

To: Omak City Council, Omak Mayor Gagné

From: Chief Daniel Christensen

Subject: Resolution Number 49-2024

The police department is requesting the increase of 2 additional Taser 7, and 2 Body Worn Cameras for our members. With the addition of the School Resource Officer and the Core Officer. We need to increase our equipment for the additional staffing. We are continuing with Axon our provider that we have a user agreement with under previous resolution 33-2021. A portion of the cost for the Taser and camera are covered by our SRO agreement with the school. This will run through our existing 5-year contract end date. The cost to add for the remainder of the contract is \$9,966.00. Between costs built into addition additional officer onboarding and the revenue from the Omak School District the cost will be covered. A budget allocation will have to be made for expenditure.

I recommend the approval of this resolution.

Chief Christensen

**RESOLUTION NO. 49-2024**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING AN UPDATED PURCHASE AGREEMENT WITH AXON ENTERPRISE, INC, FOR PURCHASE OF 2 TASERS, 2 BODY CAMERAS AND SUPPORT**

**WHEREAS**, the Police Chief has determined the need to increase our inventory of taser and body worn camera equipment; and

**WHEREAS**, Taser 7 Core Plus Bundle, produced by Axon Enterprise, Inc was previously selected to provide equipment needs; and

**WHEREAS**, The League of Oregon Cities operates a cooperative purchasing program through NNPGOV, a nationwide cooperative public procurement organization; and

**WHEREAS**, the City of Omak entered into cooperative agreement with the League of Oregon Cities by resolution 32-2021; and

**WHEREAS**, the Revised Code of Washington, Chapter 39.34 encourages the use of cooperative agreements to increase the efficiencies of local governments.

**NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL**, that the purchase Agreement with Axon Enterprise Inc, attached hereto as Exhibit "A", for the purchase of 2 additional Tasers, 2 Body Cameras and Support, is hereby approved, and the mayor is authorized to effect all necessary action for the purchase of this equipment.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

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



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-578373-45440.905JR

Issued: 05/28/2024

Quote Expiration: 06/21/2024

Estimated Contract Start Date: 11/15/2024

Account Number: 119132

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
104 S. Main St. 104 S Main St Omak, WA 98841-2200 USA	Omak Police Dept. - WA PO Box 569 Omak WA 98841 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jared Romain Phone: (480) 847-1054 Email: jomain@axon.com Fax: (480) 847-1054	Daniel Christensen Phone: Email: Fax:

**Quote Summary**

Program Length	21.0968 Months
<b>TOTAL COST</b>	<b>\$9,209.70</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$9,966.00</b>

**Discount Summary**

Average Savings Per Year	\$3,636.55
<b>TOTAL SAVINGS</b>	<b>\$6,393.30</b>

**Payment Summary**

<b>Date</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Oct 2024	\$5,443.35	\$449.46	\$5,892.81
Jul 2025	\$3,766.35	\$306.84	\$4,073.19
<b>Total</b>	<b>\$9,209.70</b>	<b>\$756.30</b>	<b>\$9,966.00</b>

Quote Unbundled Price:	\$15,603.00
Quote List Price:	\$8,400.00
Quote Subtotal:	\$9,209.70

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
20341	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 2	2	21		\$21.50	\$39.93	\$1,677.00	\$142.54	\$1,819.54
M00001	BUNDLE - CORE TASER 7	2	21	\$350.00	\$178.50	\$179.35	\$7,532.70	\$613.76	\$8,146.46
<b>Total</b>							<b>\$9,209.70</b>	<b>\$756.30</b>	<b>\$9,966.00</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - CORE TASER 7	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	10/15/2024
BUNDLE - CORE TASER 7	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	3	1	10/15/2024
BUNDLE - CORE TASER 7	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	2	1	10/15/2024
BUNDLE - CORE TASER 7	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	2	1	10/15/2024
BUNDLE - CORE TASER 7	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	10/15/2024
BUNDLE - CORE TASER 7	20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	1	1	10/15/2024
BUNDLE - CORE TASER 7	20160	AXON TASER 7 - HOLSTER - SAFARILAND RH+CART CARRIER	2	1	10/15/2024
BUNDLE - CORE TASER 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	6	1	10/15/2024
BUNDLE - CORE TASER 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	4	1	10/15/2024
BUNDLE - CORE TASER 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	6	1	10/15/2024
BUNDLE - CORE TASER 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	4	1	10/15/2024
BUNDLE - CORE TASER 7	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	4	1	10/15/2024
BUNDLE - CORE TASER 7	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	4	1	10/15/2024
BUNDLE - CORE TASER 7	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	2	1	10/15/2024
BUNDLE - CORE TASER 7	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	2	1	10/15/2024
BUNDLE - CORE TASER 7	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	3	1	10/15/2024
BUNDLE - CORE TASER 7	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/15/2024
BUNDLE - CORE TASER 7	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/15/2024
BUNDLE - CORE TASER 7	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	4	1	07/15/2025
BUNDLE - CORE TASER 7	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	4	1	07/15/2025
BUNDLE - CORE TASER 7	73309	AXON BODY - TAP REFRESH 1 - CAMERA	2	1	07/15/2026

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - CORE TASER 7	20248	AXON TASER - EVIDENCE.COM LICENSE	2	11/15/2024	08/17/2026
BUNDLE - CORE TASER 7	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/15/2024	08/17/2026
BUNDLE - CORE TASER 7	73449	AXON RESPOND - LICENSE	2	11/15/2024	08/17/2026
BUNDLE - CORE TASER 7	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	6	11/15/2024	08/17/2026
BUNDLE - CORE TASER 7	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	2	11/15/2024	08/17/2026
BUNDLE - CORE TASER 7	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	11/15/2024	08/17/2026

### Services

Bundle	Item	Description	QTY
BUNDLE - CORE TASER 7	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - CORE TASER 7	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	2

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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**Warranties**

<b>Bundle</b>	<b>Item</b>	<b>Description</b>	<b>QTY</b>	<b>Estimated Start Date</b>	<b>Estimated End Date</b>
BUNDLE - CORE TASER 7	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	2	10/15/2025	08/17/2026
BUNDLE - CORE TASER 7	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	2	10/15/2025	08/17/2026



## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	104 S Main St	Omak	WA	98841-2200	USA

## Payment Details

### Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
True up	20341	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 2	2	\$1,677.00	\$142.54	\$1,819.54
Year 1	M00001	BUNDLE - CORE TASER 7	2	\$3,766.35	\$306.92	\$4,073.27
<b>Total</b>				<b>\$5,443.35</b>	<b>\$449.46</b>	<b>\$5,892.81</b>

### Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	M00001	BUNDLE - CORE TASER 7	2	\$3,766.35	\$306.84	\$4,073.19
<b>Total</b>				<b>\$3,766.35</b>	<b>\$306.84</b>	<b>\$4,073.19</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

5/28/2024



# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Wayne Beetchenow  
Public Works Director

Date: June 3, 2024

Subject: **Resolution No. 50-2024** Approving an agreement for camp host.

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The attached Resolution **50-2024, A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING a Professional Services Agreement for Camp Host at Carl Precht RV Park**, is forwarded for your consideration.

The public works department has the need for a camp host to aid at the Carl Precht Memorial RV Park to help patrons with reservations as well as providing local information about the area.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 50-2024**

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING A  
PROFESSIONAL SERVICES AGREEMENT FOR CAMP HOST AT CARL  
PRECHT MEMORIAL RV PARK**

**WHEREAS**, Professional Services are needed to assist Public Works Department in the operation and administration of the Carl Precht Memorial RV park; and

**WHEREAS**, the Camp Host Services were advertised on the city's website beginning on February 7, 2024; and

**WHEREAS**, one letter of interest was received from Tyler Marshall, and

**WHEREAS**, the Public Works Director has negotiated and documented an agreement for the needed services.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Omak does hereby approve the Camp Host Professional Service Agreement, attached hereto as exhibit "A", between the City of Omak and Tyler Marshall, effective June 1, 2024, through October 31, 2024. The Mayor is hereby authorized to execute the Agreement.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

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

**CAMP HOST**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into this 3 day of June 2024, by and between the **City of Omak**, Washington, a municipal corporation, hereinafter referred to as the “**City**”, and **Tyler Marshall**, hereinafter referred to as the “**Service Provider**”.

**RECITALS**

**Whereas**, the City desires to have certain services and/or tasks performed as set forth in the “job Description” attached hereto; and

**Whereas**, sufficient City resources are not available to provide such services; and

**Whereas**, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities to perform the services and/or tasks set forth.

Now, therefore, in consideration of the terms, conditions, covenants, and performance contained herein,

**The parties hereto agree as follows:**

1. **Scope of Services.** The Service Provider shall perform such services and accomplish such tasks as are identified and designated in the “Job Description” attached hereto as Exhibit “A” and incorporated herein as though fully set forth.
2. **Term.** The services as Campground Host shall begin on **June 1, 2024** and shall run through **October 31, 2024**.
3. **Compensation.** Payment for services shall be as set forth in the paragraph entitled “Benefits” in Exhibit “B”.
4. **Independent Contractor Relationship.**
  - 4.1 In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City’s general rights of inspection and review to secure the satisfactory completion thereof.
  - 4.2 The City is interested primarily in the results to be achieved. The implementation of services will lie solely with the discretion of the Service Provider. The Service Provider shall not be deemed to be an employee.

5. **Hold Harmless Indemnification.**

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

5.2 No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

6. **Compliance With Laws.** The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, or local laws and ordinances.

7. **Changes.** Either party may request changes to the scope of service to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

8. **Extension and/or Termination.**

8.1 This Agreement may be extended by mutual written consent of both parties. Service Provider has no authority to and will not engage in compromise settlement arrangements without written authorization from Client.

8.2 Termination of Convenience. The City may terminate this Agreement, in whole or in part, at any time by giving seven (7) days written notice to the Service Provider.

8.3 Termination for Cause. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of this Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the City may terminate this Agreement for cause. Termination shall be affected by servicing a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default.

9. **Attorney Fees and Costs.** If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in such action or proceeding.

10. **Jurisdiction and Venue.**

10.1 This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

11. Entire Agreement. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

City of Omak, a municipal corporation:

By \_\_\_\_\_  
Cindy Gagné, Mayor

Attest: \_\_\_\_\_  
Connie Thomas, City Clerk

**SERVICE PROVIDER:**

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_



**Carl Precht Memorial RV Park  
Omak, WA USA**

## **Camp Host for 2024 Summer Season**

**Duties:** Camp Host

**Compensation:** Full Hook Up (FHU) and compensation

Campground Host: Duties will include but are not limited to the following:

- Serve as liaison between park users & park staff.
- Greet and assist visitors, answer questions, and explain regulations which apply to them. May assist campers in locating a campsite, be familiar with local points of interest and the location of services that might be requested by campers such as towing, groceries, churches, tourist attractions and local events.
- Will perform light maintenance work around the campground such as litter pickup, sweeping and stocking of restrooms, provide information to park staff on potential problems, and share information to campers as needed.
- May assist in campground public relations, educational activities, and special events/activities.
- Clean campsites by performing minor maintenance tasks such as raking the campsite pad, washing tables, picking up litter, reporting any damage to your supervisor.
- Host shall not attempt to discipline or apprehend any park violators. Host will report all disturbances to park staff. Law enforcement will be done by city and tribal police only.
- You are to inform campers of rules and regulations when asked, but are not to participate in any high-risk activity.
- Host must set an example by being a model camper practicing good housekeeping at all times in and around their assigned site and by observing all rules and regulations.
- Be observant for activities within the campground requiring immediate attention - ranging from a tree needing to be trimmed to a problem camper. Notify the park manager as these problems arise.

Other minor tasks that will be asked of a Campground Host:

- \* Sweep cobwebs from buildings
- \* Keep track of occupied or vacant campsites
- \* Direct campers to vacant sites
- \* Remind campers to register
- \* Assist campers with camper reservation process \* Keep a written report of complaints and criticism of park facilities, report situations that could affect the health and safety of visitors, and report any maintenance items which need immediate attention. May maintain other written records as requested by the Park Manager.

Working Conditions:

Work is mostly outside in hot, cold, wet, humid, or windy conditions. Walking or bicycling is required. Must reside in campground.

Benefits:

The use of a campsite and all utilities at no charge for the duration of the term of service. Monthly compensation of **\$900.00** per month will be offered from **June through October**.

Signature \_\_\_\_\_