
AGENDA
OMAK CITY COUNCIL MEETING
Monday, March 3, 2025 – 7:00 PM

A. CALL TO ORDER

B. FLAG SALUTE

C. CITIZEN COMMENTS

D. CORRESPONDENCE AND MAYOR'S REPORT

1. Interview and Selection of Candidates for Councilmember Position #7

- Rick Duck
- Maria Lassila
- Jennifer Miller-Mercado
- Lauren Horn-Smith

E. EXECUTIVE SESSION

1. RCW 42.30.110 (1)(h)

Qualifications of an applicant/candidate for appointment to elective office

F. CONSENT AGENDA

1. Approval of Minutes from February 18, 2025
2. Approval of 2025 Claims

G. NEW BUSINESS

1. Leon Hoover, Omak Stampede President
2. Request for Out of State Travel for Omak Police SRO Officer
3. Res. 16-2025 – Approve Agreement with NCWN Task Force
4. Res. 17-2025 – Approve Purchase of an Air Compressor
5. Res. 18-2025 – Approve Purchase of a Sewer Camera
6. Res. 19-2025 – Approve Public Works Contract with Veolia
7. Res. 20-2025 – Approve Amendment No. 15 with Gray & Osborne

H. OTHER BUSINESS

1. Council Committee Reports
2. Staff Reports



Action by City Council

Our Council Meetings are conducted in person in addition to Zoom Meetings. Meeting information is located on our website at 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 for assistance.

OUT OF STATE TRAVEL REQUEST
TRAINING IN IDAHO
ROBERTO LOPEZ, SCHOOL RESOURCE OFFICER



Support WSNIA

Commanders Corner

[Training](#) [About WSNIA](#) [Resources](#) [Contact](#)

2025 Training Summit & Vendor Show

WSNIA 2025 Training Summit & Vendor Show – [VIEW FLYER](#)

April 6 – 10

LOCATION:

Coeur d' Alene Resort

Coeur d' Alene, Idaho

REGISTRATION FEE – \$550, no meals provided.

26 HOURS OF WORLD CLASS INVESTIGATIVE TRAINING FOR DETECTIVES, STREET TEAMS, ANALYSTS, SUPPORT STAFF, SUPERVISORS AND COMMANDERS. A TEAM BUILDING OPPORTUNITY FOR ALL TYPES OF UNITS.

NEW – DEDICATED ANALYTICAL / SUPPORT STAFF TRAINING
TRACT AND ROUNDTABLE MEETING!

NEW – HOSTED WELCOME EVENT, MARINE TERRACE, SUNDAY NIGHT, APRIL 6TH. MEET YOUR FELLOW ATTENDEES AND OUR INSTRUCTORS.

Keynote Presentations

“Leadership Under Fire With Andy Stumpf”

SEAL Team 6 Leader, Entrepreneur, Podcaster

“Shots Fired”

Officer Mental Health

Mike Martinez, San Diego PD

Tucson Amtrak Shooting Debrief

– The Murder of DEA GS Michael Garbo

TRAINING TOPICS INCLUDE:

- Cartel de Crypto – Det. Mike Battisti and Det. Nick Collas, IRNET Task Force, San Bernardino County Sheriffs Office
- Airport and Parcel Interdiction – Det. Cory Stares, Port of Seattle PD
- Asian Massage Parlor Investigations – Innovative Tactics for Success. Patrick Vanier, Sacramento County DA's Office and Det. Josh Singleton, Santa Clara County Sheriffs Office
- Mexican Cartel Investigations – Clarence Davis, Albuquerque PD (Ret.)
- State Asset Forfeiture – Candice Duclose, King County PA's Office, Chad Devore King County Sheriffs Office

- Pulse Night Club Shooting, an Analysts Perspective – Katie Murphy, Arizona HIDTA
- Show Me The Money, A Grant Writing Boot Camp – Arel Solie, Washington State Patrol
- Narcotics Case Debriefs: Dolly Walla DTO, SA Trent Shaffer DEA, Ryan Ferry, Edmonton PD, Matt Curtis USBP. “Waka Waka & Red Rose DTO’s” – DEA GS Willy Rojas, SA Kailund Williams, SA Ed Dryer, SA Dylan Boren, IRS and Det. Jorge Bourdon, Seattle PD.
- Suit Up: Effective Courtroom Testimony – Preston McCullam, Spokane County Prosecutors Office, Stephanie Van Marter and Kaitlin Baunsgard, AUSA Eastern District of Washington
- Narco Safety and Emerging Drug Trends – Bob Pennal, California BNE (Ret.)
- Chasing Money – Analyst Aaron Edens, San Mateo County SO
- Informant Development and Management – Det. Jose Rivera, Fresno PD
- Social Media Intelligence and Investigative Solutions – Det. Dan Finan, King County SO
- Turning it Up a Notch, Technology Warrants and Legal Update. Gary Ernsdorff, King County Prosecutors Office.
- Investigating the Plug, Social Media Drug Traffickers – Det. Tim Gooler, Santa Rosa PD

Don't miss our amazing Vendor Show! At least 7 pistols and 2 rifles will be raffled throughout the summit. If you know a business that should join us, refer them to the vendor registration page of the website for details. Raffle revenue goes to support the WSNIA Memorial Fund.

Jeremy Brown Memorial Corn Hole Tournament,
April 8th, Proceeds support the WSNIA Memorial Fund!



MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Daniel J. Christensen, Police Chief

Date: February 25 ,2025

Subject: **Resolution 16-2025 – Authorizing Narcotic Task Force Agreement**

The attached **Resolution No. 16-2025, Authorizing the Operational Agreement Between North Central Washington Narcotics Task Force and the City of Omak for 2025,** is submitted for your review.

This Resolution authorizes the Mayor to execute the agreement for 2025. There are no changes to the agreement and the membership dues for the inclusion remain \$10,600 a year.

I support this Resolution and request Council approval.

RESOLUTION NO. 16-2025

**OPERATIONAL AGREEMENT BETWEEN
NORTH CENTRAL WASHINGTON NARCOTICS TASK FORCE
AND THE CITY OF OMAK FOR 2025**

THE CITY COUNCIL OF THE CITY OF OMAK, Washington do hereby resolve that the North Central Washington Narcotics Task Force Operational Agreement, between the **CITY OF OMAK**, a municipal corporation, and **NORTH CENTRAL WASHINGTON NARCOTICS TASK FORCE**, (NCWNTF) effective from January 1, 2025 through December 31, 2025, is attached as Exhibit "A", and the Mayor is hereby authorized and directed to execute the same for and on behalf of the CITY; and the City Clerk is authorized and directed to attest her signature.

INTRODUCED AND PASSED this _____ day of _____ 2025.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael Howe, City Attorney

NORTH CENTRAL WASHINGTON

NARCOTICS TASK FORCE

OPERATIONAL AGREEMENT

THIS OPERATIONAL AGREEMENT is entered into pursuant to RCW 10.93 and RCW 39.34 and describes the duties and responsibilities of each jurisdiction and the operation of the North Central Washington Narcotics Task Force (NCWNTF). The participating jurisdictions are listed in Attachment A. This Agreement shall supersede all previous Task force Agreements upon its execution.

I. PROJECT DESCRIPTION

- 1.1 The North Central Washington Narcotics Task Force shall operate within the participating jurisdictions. The Task Force shall continue to be composed of personnel assigned from federal law enforcement agencies, the Washington State Patrol, law enforcement agencies within the counties, tribal law enforcement and the prosecutors' offices.
- 1.2 Each agency will participate for a period effective January 1, 2025 through the end of December 31, 2025.

II. BOARD OF DIRECTORS AND STRUCTURE OR ORGANIZATION

- 2.1 Overall governance of the NCWNTF's operations, including the setting of investigative priorities and general operating procedures as outlined in the

task force grant, will be vested in a Board of Directors consisting of the chief law enforcement officer or agent from each participating jurisdiction including state and federal and the Okanogan and Ferry County Prosecutors. The participating jurisdictions recognize that two or more jurisdictions may employ the same chief law enforcement officer or agent. In such event, the chief law enforcement officer or agent shall only cast a single vote. The chief law enforcement officer or agent is not entitled to cast a vote for each jurisdiction represented.

2.2 The Board or members of the Board of Directors shall have an equal vote in the conduct of its business. A quorum at a scheduled board meeting shall constitute seven votes. In the event the chief law enforcement officer cannot attend, they may designate a subordinate to attend any particular Board meeting, which designee shall have full voting authority. When the board votes on any matter, a majority of those voting at a duly called meeting at which a quorum is present shall be required to conduct business. The Board shall have the authority to act and amend the policies and procedures which govern the actions of the Task Force.

2.3 The Board of Directors may assign or delegate such duties as it chooses to an Executive Committee selected from its members. The Executive Committee shall consist of three members of the Board who shall be appointed by the Chairperson.

- 2.4 The Board of Directors shall elect a chairperson from among its members to serve for one year. The Board of Directors shall meet at least four times a year. The chairman shall have the authority to call a special meeting of the board upon at least seven days' notice to each board member.
- 2.5 The Board of Directors shall designate a Task Force Commander and an Operations Support Specialist for the North Central Washington Narcotics Task Force. All persons assigned to the NCWNTF shall work under the immediate supervision and direction of the Task Force Commander. In the event that the Task Force Commander or the Operations Support Specialist is gone for an extended period of time, the Executive Board will meet to determine a temporary replacement of that position. All persons assigned to the NCWNTF shall adhere to the rules and regulations as set forth in the NCWNTF's Policy and Procedures Manual, as well as their individual departmental rules, policies and procedures.
- 2.6 Personnel assigned to or otherwise participating in activities of the NCWNTF shall be deemed to be continuing under the employment of the jurisdiction assigning said individuals, or otherwise permitting their participation, and said subject employer(s) jurisdiction(s) shall remain liable for all acts or neglect of their said employee(s) and each such employer jurisdiction further agrees to indemnify and hold harmless all of the other jurisdictions/parties to this agreement, including their officers,

agents and employees from all damages of every kind and nature whatsoever that may be claimed or accrued by reason of the acts or neglect of their assigned and/or participating employee(s).

- 2.7 Employees hired directly by the NCWNTF shall be special employees of the Okanogan County Sheriff's Office and are exempt from Civil Service hiring. Guild membership is allowed to obtain the sheriff's office medical and dental benefits only – as approved by the Guild.
- 2.8 Any duly sworn peace officer, while assigned to duty with the NCWNTF as herein provided and working at the direction of the Executive Board, its chairperson, and the Task Force Commander, shall have the same powers, duties, privileges and immunities as are conferred upon him/her as a peace officer in the participating jurisdictions that employ him/her.
- 2.9 Participating agencies may withdraw from the NCWNTF by written statement of termination directed to the chairperson of the Board. Termination of an agency's participation will take place automatically thirty (30) days after receipt of such written notice or immediately upon written notification that said agency is unable to sustain the required funding.

III. CONTEMPLATED NCWNTF TASKS

- 3.1 The general priority will be to continue investigations centering on narcotics trafficking, attempting to impact the highest-level dealers and wholesalers possible. When a determination of specific priorities must be made, the

Board will direct the Task Force Commander. The NCWNTF will be responsible for accomplishing the Board's objectives.

IV. NCWNTF OBJECTIVES

- 4.1 This section identifies specific targeted measures to be attained by the North Central Washington Narcotics Task Force during the program year.
- A. Continue to disrupt drug organizations within the participating jurisdictions.
 - B. Continue to gather and report intelligence data relating to illegal drug activities within the participating jurisdictions.
 - C. Continue to make arrests that will impact the highest-level dealer and wholesaler as possible.
 - D. Continue to effectively prosecute drug traffickers.
 - E. Continue to promote law enforcement cooperation through multi-agency investigations.
 - F. Continue to impact drug trafficking organizations.

V. FINANCIAL COMMITMENT

- 5.1 The agreed contribution fees of each participating jurisdiction are set out in the schedule, which is included as Attachment B. Agencies that are unable to pay all of their participation fee will be reviewed for membership on a case by case basis. Contributions will be monetary unless otherwise approved by the board. The board may impose sanctions such as

ineligibility to share multi-agency forfeited assets, equipment distribution and abstaining from the voting process.

VI. BUDGET

- 6.1 The Operations Support Specialist, under the supervision of the Board Chairperson, shall be responsible for the accounting of NCWNTF expenditures.
- 6.2 Forfeited assets will stay with the NCWNTF. The distribution of multi-agency forfeited assets will be decided by the Board of Directors. Funds derived from asset forfeitures or court orders shall be held by the Task Force and used to fund its future operations. Equipment purchased with Task Force funds will belong to the NCWNTF. In the event, the NCWNTF is disbanded; such NCWNTF equipment derived from seizures will be distributed in proportion to that agency's contribution, both monetary and in-kind services. However, if less than all agencies terminate, equipment derived from seizures will remain with the NCWNTF. Any equipment loaned to the NCWNTF by an agency will be returned to that agency.
- 6.3 The NCWNTF will maintain a fund to be used for drug buys and for the purchase of information. This fund will continue to serve as the basis for enforcement work and will not be used for normal expense.

VII. CONCLUSION

Law enforcement agencies continue to be faced with the responsibility of increased

narcotics investigations with decreasing resources. The North Central Washington Narcotics Task Force has proven its ability to make significant impacts on crime. The NCWNTF is an extremely efficient use of law enforcement expenditures. The cost effectiveness of the NCWNTF for city, county and tribal resources is enhanced by the participation of the Okanogan and Ferry County Prosecutor's Offices, the Washington State Patrol, Colville Tribal Police Department and other federal enforcement authorities. This integrated law enforcement approach to narcotics investigations has been proven as a positive approach to combating the increasing lawlessness that surrounds narcotics within our respective counties.

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

Support for Continuation of NCWNTF

MAYOR, City of Pateros

MAYOR, City of Omak

MAYOR, City of Brewster

MAYOR, City of Winthrop

MAYOR, City of Oroville

MAYOR, City of Twisp

MAYOR, City of Okanogan

MAYOR, City of Tonasket

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

Attachment A
List of Participating Agencies

City of Okanogan

City of Twisp

City of Brewster

City of Winthrop

City of Omak

City of Tonasket

City of Oroville

Homeland Security Investigations

City of Pateros

United States Port of Entry

United States Border Patrol

Colville Tribal Police Department

Okanogan County Sheriff's Office

Okanogan County Prosecuting Attorney's Office

Ferry County Prosecuting Attorney's Office

Ferry County Sheriff's Office

NORTH CENTRAL WASHINGTON NARCOTICS

TASK FORCE CONTINUED

OPERATIONAL AGREEMENT

Agreement to Participate

Attachment B - Schedule of Cash Contributions

\$6,600.00

City of Okanogan

City of Brewster

Ferry County Sheriff's Office

\$5,000.00

City of Oroville

City of Pateros

City of Winthrop

City of Twisp

\$10,600.00

City of Omak

City of Tonasket

City of Coulee Dam

\$12,600.00

Okanogan County Sheriff's Department

MEMORANDUM

TO: Omak City Council
Cindy Gagné, Mayor

FROM: Jeremy Patrick
Fire Chief

DATE: March 3, 2025

SUBJECT: **Resolution 17-2025** Approving Purchase of Air Compressor

The attached Resolution 17-2025 of the Omak city Council Approving the Purchase of an Air Compressor.

This is to replace the air compressor in the fire station as discussed and budgeted for. The air compressor is mainly used to keep the trucks with air brakes aired up and ready for emergency response, and many other daily uses.

This purchase will be made in accordance with the purchasing policy.

I support this resolution and recommend its approval.

RESOLUTION NO. 17-2025

**A Resolution of the Omak City Council Approving
the Purchase of an Air Compressor**

WHEREAS, the Omak Fire Department needs to replace the air compressor in the Fire Station; and

WHEREAS, three quotes were received for the equipment; and

WHEREAS, Fastenal Company provided the lowest priced quote for the identified equipment.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Omak, do hereby approve the purchase of an air compressor from Fastenal, attached hereto as Exhibit "A".

PASSED AND APPROVED this _____ day of _____, 2025.

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

CITY OF OMAK
PO BOX 72
OMAK, WA 98841-0072 USA
Phone: 509-826-1170
Email: KENM@OMAKCITY.COM
ATTN: Chad

The store serving you is:
Fastenal Company
478 2nd St SE
EAST WENATCHEE, WA 98802 USA
Phone: (509)665-0105
Fax: (509)665-0969
Email: WAWEN@stores.fastenal.com

This Quote and Document are subject to the "Terms of Purchase" posted on www.fastenal.com

Account #: WNW1225 **PO #:** schulz air compressor
Quote #: 178973 **Job #:**

Due Date:
Expiration Date: 03/13/2025

<u>Part #</u>	<u>Customer Part #</u>	<u>Description</u>	<u>Quantity</u>	<u>Price/EA</u>	<u>Extended Price</u>
	932.9342	SCHULZ 7580VV30X-3 230V/3-PHASE	1	\$3,053.6800	\$3,053.68
SCHULZ 7580VV30X-3 230V/3-PHASE	ADS35CFM	SCHULZ ADS-35cfm Air Dryer	1	\$1,382.8100	\$1,382.81
SCHULZ ADS-35cfm Air Dryer	MCDV2-S	Midwest Control/Intech Industries Auto Drain with Valve 1/4"	1	\$72.7500	\$72.75
Midwest Control/Intech Industries Auto Drain with Valve 1/4"	CP4X4	Midwest Control compressor vibration pads	4	\$2.3000	\$9.20
Midwest Control compressor vibration pads	007.0238	SCHULZ Pre Filter for Air Dryer	1	\$204.5000	\$204.50
SCHULZ Pre Filter for Air Dryer					
				Subtotal (USD):	\$4,722.94
				City Tax:	\$94.46
				County Tax:	\$0.00
				State Tax:	\$306.99
				TOTAL (USD):	\$5,124.39

Thank you!



*Shipping & Handling charges are subject to change.

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: March 3, 2025

Subject: Resolution 18-2025 Approving the Purchase of a Sewer Camera

The attached Resolution 18-2025, **A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF A SEWER CAMERA**, is forwarded for your consideration.

This camera will replace our current camera that was purchased in 2007.

This purchase will be made in accordance with RCW 39.34, the Interlocal Cooperation Act. Sourcewell, a subdivision of the state of Minnesota, has an active purchasing contract.

I support this Resolution and recommend its approval.

RESOLUTION NO. 18-2025

**A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PURCHASE OF
A SEWER CAMERA**

WHEREAS, the Public Works Department has determined the need to replace the sewer camera; and

WHEREAS, the department has evaluated different brands of equipment for operation, price, and serviceability; and

WHEREAS, the camera manufactured by EnviroSight was selected as the most suitable equipment to meet the needs of the Public Works Department; and

WHEREAS, Sourcewell, a cooperative purchasing agency of the State of Minnesota, has a current contract with EnviroSight for the purchase of the desired equipment; and

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

WHEREAS, necessary funds for the purchase of this equipment are available in the 2025 budget; and

WHEREAS, the regional dealer for EnviroSight equipment, True North Equipment, has provided pricing and purchase information in accordance with Sourcewell contract No. 120721-EVS.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the purchase of a Sewer Camera from True North Equipment, a copy of the quote attached hereto as Exhibit "A" is hereby approved, and the mayor is authorized to affect all necessary action for the purchase of this equipment.

DATED this _____ day of _____, 2025.

APPROVED:

Cindy Gagné, Mayor

Resolution 18-2025
March 3, 2025
Page 2 of 2

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney



CONTRACT PRICING WORKSHEET

Contract No.: 120721-EVS

Buying Agency	City of Omak	Sales Partner	True North Equipment
Contact Person	Tim Omer	Contact Person	Jim Brown
Phone	509-826-1170	Phone	503-319-8488
Fax		Fax	503-848-0848
Email	pwadminassistant@omakcity.com	Email	jbrown@truenorthenviro.com

Itemized Contract Items / Options - Attach additional sheet if necessary

QTY	Part Number	Description	LIST PRICE	Contract PRICE
1	E-RX-SYS-Truck-Basic-21-HDL	System includes HD VC500 Controller with Vision Report Software installed, HD RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cble, HD RX130L Quick Change version crawler with 3 sets of rebber wheels for 6 to 12" pipe diameter and HD RCX90 pan, tilt, zoom camera, pressurization kit.	\$ 113,045.50	\$ 107,393.23
1	E-512-0901-00-SP	Rovver X Retermination Kit	\$ 1,605.00	\$ 1,524.75
2	E-080-0711-00	Medium Aggressive Wheels 8"	\$ 1,432.74	\$ 1,361.10
2	E-080-0710-00	Large Aggressive Wheels 12"	\$ 1,476.82	\$ 1,402.98
4	E-080-0704-02	XL Rubber Wheels for Larger Pipe 15" and up	\$ 2,689.12	\$ 2,554.68
1	E-559-3900-00	HD Auxiliary Light with Backeye Camera	\$ 5,628.20	\$ 5,346.79
1	E-000-0035-00	Top Manhole Roller	N/C	
1	E-000-0036-00	2" Tyger Tail	N/C	
1	E-598-0210-21	VC500 Controller Power Adapter		\$ 548.91
Subtotal Contract Items				\$ 120,132.44

Sourced / Non Contract Items

QTY	Part Number	Description	LIST	COST
1	Market Adjustment	Market Adjustment		\$ (1,816.00)
Subtotal Sourced Items			\$ (1,816.00)	\$ (1,816.00)
Freight				\$ 1,887.00
Other Costs				
Sales Tax @ 8.5%				\$ 10,217.29
Total Sourcewell Purchase Quote				\$ 130,420.73

MEMORANDUM

To: Omak City Council
Cindy Gagné, Mayor

From: Wayne Beetchenow
Public Works Director

Date: March 3, 2025

Subject: Resolution No. 19-2025 Approving a Public Works Contract with Veolia Water Technologies Treatment Solutions USA Inc. to Repair the UV light System

Veolia Water Technologies Treatment Solutions USA Inc. is the manufacturer of the UV light system at the wastewater treatment plant. This contract will allow them to come onsite to make the necessary repairs to the UV light system.

I support this Resolution and recommend its approval.

RESOLUTION NO. 19-2025

A RESOLUTION OF THE OMAK CITY COUNCIL APPROVING THE PUBLIC WORKS CONTRACT WITH VEOLIA WATER TECHNOLOGIES TO REPAIR THE UV LIGHTS AT THE WASTEWATER TREATMENT FACILITY

WHEREAS, the Public Works Department has the need to have the UV lights repaired; and

WHEREAS, Veolia is the manufacturer of the UV light system; and

WHEREAS, a public works contract has been prepared to identify the cost and scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE OMAK CITY COUNCIL, that the Public Works Contract with Veolia Water Technologies Treatment Solutions USA Inc., to repair the UV light System, a copy of which is attached as Exhibit "A", is approved. The Mayor is authorized to execute all documents necessary to effect this action.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2025.

APPROVED:


Cindy Gagné, Mayor

ATTEST:

APPROVED AS TO FORM:

Connie Thomas, City Clerk

Michael D. Howe, City Attorney

		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES PHONE: 1-201-676-2525			Quotation		
Quote Date		Quotation Exp. Date			Veolia TS Quote		
21FEB2025		31MAR2025			20653395		
Sales org.		Sales Representative / Contact			Reference		
B611		Dan Pence - Veolia			UV Parts & Service		
Sold to : 1000150808 CITY OF OMAK PO BOX 72 OMAK WA 98841-0072 UNITED STATES				Ship to : 4000217703 CITY OF OMAK 635 SOUTH FIR STREET OMAK WA 98841 UNITED STATES			
Bill to : 0000510082 CITY OF OMAK PO BOX 72 OMAK WA 98841-0072 UNITED STATES				Payment terms			
				Net 30 Days From Invoice Date			
				Inco terms			
				FCA FACTORY			
Currency: U.S. Dollar				Freight: Freight Prepaid			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
10	61834G01 DCA Assembly UV-B 2 EA	2	EA	524.84	EA	1,049.68	
20	61286G01 LAMP CONTROL ASSEMBLY LCA B UV 10 EA	10	EA	680.27	EA	6,802.70	
30	61804G01 WIRING HARNESS, PHOTOCELL DATA 2 EA	2	EA	83.33	EA	166.66	
40	3097677 FEE,SERVICE VISIT,FOUR DAY 1 EA INCLUDES 2 DAYS ONSITE, 2 DAY TRAVEL SERVICE IS ALL INCLUSIVE OF EXPENSES	1	EA	8,260.00	EA	8,260.00	
				NET PRICE	USD	16,279.04	
				WA - STATE SALES/USE	6.50%	1,058.14	
				WA - OMAK, CITY SALE	2.00%	325.58	
TOTAL AMOUNT						17,662.76	

Thank you for your Consideration. To place an order, please email signed Purchase Orders to the Customer Care:

csc.treatmentsolutions@veolia.com.

To ensure that you receive the pricing quoted, please reference this quotation number on your order.

All sales are subject to our terms and conditions, contained with this quotation.

Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above.

Pricing above does not include applicable taxes, which will be applied at time of order.

Veolia Treatment Solutions Inc. Terms and Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms that any legal entity that is part of the Veolia Treatment Solutions Inc. business ("Seller") and the legal entity purchasing the Goods and Services ("Buyer") agree to in writing, # together with the last proposal in order of time issued by the Seller - these Terms and Conditions of Sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment ("Goods") and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.

2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, application and/or installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect, or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities. Goods and Services sold by Seller are not intended for use in connection with any nuclear facility or activity. Buyer shall not sell or permit the use of the Goods in connection with any nuclear installation or activity without the prior written consent of the Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Buyer shall be responsible for using or disposing of all Goods, including the empty packaging in which Goods were contained once delivered to Buyer and where applicable such disposal should be pursuant to Section 9 herein. Buyer shall maintain all risk property and boiler and machinery breakdown insurance covering the full replacement value of Buyer's site, systems and related equipment, together with business interruption coverage, which includes a waiver of subrogation in favor of Seller and its affiliates. Prior to commencement of any work under this Agreement, and not less than annually thereafter during the term of this Agreement, Buyer shall deliver to Seller a certificate(s) of insurance and copy of waiver of subrogation endorsement evidencing that the foregoing insurance is in full force and effect. Seller shall maintain types and amounts of insurance against loss or damage and such other risks as customarily insured against by businesses whose operations are comparable to those of the Seller. Seller shall not be obliged to add Buyer or any other third party as an additional insured under Seller's insurance policies.

3. **Delivery.** All delivery designations are INCOTERMS 2010. Except for the provisions relating to Consigned Goods as per additional terms and conditions to be provided by Seller, to this Agreement and section 8 of this Agreement, title and risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, shall pass to Buyer upon Seller making the Goods available to Buyer for collection at Seller's premises. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight. If any part of the Goods cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate an alternate storage location, and Seller shall ship such Goods to storage. Title and risk of loss shall thereupon pass to Buyer and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall directly pay all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Goods shall be a material breach of this Agreement.

4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice, which shall be issued at the time of shipment. The prices quoted herein do not include taxes or duties. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future bond, sales, use, excise, value-added, environmental or other similar tax or duty applicable to the price, sale of delivery of any Goods or Services furnished hereunder. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Unless Buyer has furnished Seller with evidence of tax exemption or direct pay permit acceptable to taxing authorities prior to the execution of the Agreement or Seller's acceptance of Buyer's purchase order (as the case may be), Buyer shall pay all taxes as invoiced by Seller and Seller is relieved of any obligation to (i) apply any tax exemption or direct pay permit, and/or (ii) refund to the Buyer any tax paid by the Seller. Seller's invoices will only be issued without domestic VAT where Buyer either makes available to Seller their valid VAT number in the case of an intercommunity supply or provides a valid certificate or acceptable statement for VAT or duty exemption. If Buyer is to arrange the export or intercommunity shipment, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or intercommunity shipment that makes reference to Seller's invoice number and this documentation is acceptable to the relevant tax or custom authorities. In the event that there is either a failure to meet any of the above conditions or the information or documentation provided is deemed to be defective in any way by the tax or custom authorities then the Seller will have the right to separately invoice Buyer for any taxes, VAT or duties payable together with any interest or penalties that Seller incurs as a result and Buyer shall pay this invoice in accordance with the payment terms of this Agreement. For multi-year agreements, pricing stated shall remain firm for twelve (12) months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Buyer will provide to Seller a new purchase order at least thirty (30) days before expiration of any purchase order issued under this Agreement. If purchase orders are not renewed or new purchase orders issued by Buyer within this time scale, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may either: (a) decline to make deliveries of Goods or provide Services; or (b) if requested in writing by Buyer, continue to deliver Goods and Services subject to new prices that may be applicable and the Terms and Conditions of Seller (or any deviation agreed to in writing by the Parties) and invoice Buyer for these under the expired purchase order at prices in effect as of that date. However, where the Agreement contains a designated price adjustment formula the Goods and Services so delivered as per this Section 4 will be invoiced at the new rate defined by said price adjustment formula. Buyer agrees to be bound to pay such invoices in accordance with the payment terms of the Agreement. Unless otherwise specified, all prices are Incoterms 2010 FCA Seller's premises as of where Goods will be shipped to Buyer. Buyer agrees to reimburse Seller for collection costs, including two percent (2%) interest per month, not to exceed the maximum amount permitted by applicable law, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.

5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.

6. **Consigned Goods.** If Goods are being made available to Seller under a consignment arrangement, Additional terms and conditions shall be applicable and shall be provided by Seller.

7. **Limited Warranties.** Seller warrants that the Goods shall conform to Seller's specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or six (6) months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, twelve (12) months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, fifteen (15) months from receipt, or twelve (12) months from start-up/first use; d) for Software, nine (9) months from the date of receipt. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express, or implied, including any warranty of merchantability or of fitness for a particular purpose.

8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk of loss or damage of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.

9. **Compliance with Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operation of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all wastes and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal. Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement. Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Goods (including related equipment, software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The obligations of the parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations.

10. **Excusable Delays.** Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the Section entitled "Termination and Suspension". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

11. Confidentiality and Intellectual Property. Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering or provide the Goods to any third party which may subject the Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive, and terminable license to use the object code of such software for the term of this Agreement. Buyer agrees not to export, copy (except that Buyer may make one copy for backup purposes), sub-license, translate, transfer, reverse engineer, or decode the software. Single user versions of software may be used on one CPU. LAN/WAN versions may be used on a single server with only the number of concurrent users as agreed to by the parties. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this section. Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Good or Service infringes a patent in effect in the jurisdiction where such Good or Service was provided by Seller to Buyer. The Buyer shall notify the Seller promptly of the receipt of any such claim, shall not take any position adverse to the Seller regarding such claim and give the Seller information, assistance and exclusive authority to settle and defend the claim. The Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Good or Service, or (iii) modify or replace the Good or Service so that it becomes non-infringing, or (iv) remove the infringing Good or cease performance of the Service, and refund the price. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement of any Good or Service. Buyer shall be fully liable for any infringement of intellectual property rights, including patent rights, of third parties arising out of the products or services supplied hereunder where the construction or other characteristics of such products or services such as design, or specifications, or requirements, or modification of the Goods or Services, are prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Buyer shall indemnify Seller and hold Seller harmless for any patent infringement by a Good or Service in the event that the Buyer modifies the Good or Service provided by Seller, or that the Buyer uses the Good or Service in combination with other goods, services, and/or other features which were not explicitly authorized by Seller.
12. Limitation on Liability. Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the total price paid by Buyer under this Agreement or for multi-annual agreements, the annual price paid by Buyer under this Agreement. Seller shall not be liable for any advice, instruction, assistance, or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement water or power, downtime costs or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying, or otherwise making available, Seller's Goods or Services to a third party, Buyer agrees to protect, defend, indemnify and hold Seller, its corporate subsidiaries and affiliates, and their respective officers, directors, employees and agents, free and harmless from and against any and all losses, expenses, liabilities, claims, demands, causes of action, suits or other litigation, arising out of or related to Seller's Goods or Services provided by the Buyer to a third party, including but not limited to products or services that may be related to Seller's Goods or Services. Seller's liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than five (5) months after expiration of such warranty period. For purposes of this section "Seller" shall include Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively.
13. General Indemnity. Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section: (i) "Third party" shall not include Buyer or any subsequent owner of the Goods or Services, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Goods is "third party property". Buyer expressly acknowledges that the limited or excluded warranties or liabilities stipulated herein and waivers of actions against Seller deriving from the same, are also stipulated in favor of Seller's insurers.
14. Conflicts; No Third-Party Beneficiary Rights. If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. Except as specifically set forth above in Sections 2 entitled "Buyer Obligations", 11 entitled "Confidentiality and Intellectual Property" and 12 entitled "Limitation on Liability", this Agreement and all of the provisions hereof shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and permitted assigns, and no other party, including any employee or creditor of any party hereto or any affiliate thereof, shall have any rights or obligations hereunder.
15. Assignment and Subcontracting. To the extent permitted by applicable law, Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates and/or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without said consent shall be void. Nothing herein shall prevent the Seller from placing or permitting the placing of subcontracts or orders on others for the supply of materials, manpower or services within the Seller's scope of supply provided that the placing of such subcontracts or orders shall not in any way relieve the Seller from any of its obligations under this Agreement, and provided that Seller will procure that its subcontractors (to the extent engaged for Seller's scope hereunder) comply with all known and reasonable instructions related to accessing Buyer's facility.
16. Emergencies. If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall, with no liability as per the terms of the Agreement, be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply and suspension of its obligations under the Agreement until said circumstances, at Seller's sole opinion, have ceased. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.
17. Termination and Suspension. This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days; (b) If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may decline to make deliveries of Goods or provide Services except on receipt of satisfactory security. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers. In addition, unless Buyer has been invoiced by Seller specifically for all Goods delivered (including any leveled billing agreements that have already reconciled based on shipments), Seller will invoice Buyer and Buyer shall pay Seller for all Goods on Buyer's site at the time of termination, including any fixed fees, consignment and production based agreements.
18. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the State of New York. If the Agreement includes the sale of Goods and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court in Philadelphia, PA, and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this Section.
19. U.S Government Contracts. This Section 18 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. Government and/or is funded in whole or in part by any agency of the U.S. Government. Buyer agrees that all Goods and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Goods is unknown unless otherwise specifically stated by Seller in this Agreement. Buyer agrees that any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Agreement is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Agreement. The version of any applicable FAR clause listed in this Section 18 shall be the one in effect on the effective date of this Agreement. If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement. If Buyer is procuring the Goods or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement.
20. Miscellaneous. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.

PUBLIC WORKS CONTRACT

THIS AGREEMENT made and entered into between the City of Omak, State of Washington, acting under and by virtue of Title 35 R.C.W. as amended, hereinafter referred to as "The City," and

**Veolia Water Technologies
Treatment Solutions USA Inc.
600 WILLOW TREE RD
LEONIA NJ 07605**

for its heirs, executors, administrators, successors and assigns, hereinafter referred to as "The Contractor,"

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. The Contractor shall do all work and furnish all labor, tools, and equipment necessary to install and complete the following for the City of Omak, Washington:

UV Light Repairs

17,662.76

in accordance with the most recent and approved Code Standards, the recommended manufacturers installation, and as described in the attached Scope of Work.

The Contractor shall provide and bear the expense of all, labor, equipment, tools, and work of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these contract documents.

2. The City of Omak hereby promises and agrees with the Contractor to employ, and does employ the Contractor to do and cause to be done the above described work and to complete and finish the same in accordance with the attached scope of work and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached scope of work the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.
5. The Contractor hereby certifies by execution of this contract that he is registered or licensed as may be required by the laws of the State of Washington, Chapter 18.27 R.C.W.
6. The Contractor hereby agrees to allow the City to retain ten percent (10%) of the contract amount for a period of 30 days from the date of completion of the project in lieu of posting a payment and performance bond as provided in Chapter 39.08.010 RCW.
7. Amounts exceeding the estimated proposal of \$500.00 and the scope changes must be approved by the Public Works Director.

8. The applicant will provide proof of all required licenses and permits to the City prior to receiving a notice to proceed by the City of Omak Public Works Director. The contractor will be required to pay prevailing wages, submit a "Statement of Intent to Pay Prevailing Wages" to the Department of Labor and Industries, and upon completion of the project, must file an "Affidavit of Wages Paid" as well. An approved "Affidavit of Wages Paid" must be provided before final payment is issued.

IN WITNESS, WHEREOF, the said Contractor has executed this instrument on the day and year wrote below, and the City of Omak has caused this instrument to be executed by its Mayor as authorized by the City Council, duly attested by its Clerk, and the seal of said City hereunto affixed on the day and year last written below.

Executed by the Contractor this _____ day of _____, 2025

CONTRACTOR: _____

By: _____
Signature Title

PRINTED NAME: _____

ADDRESS: _____

City State Zip

PHONE: _____

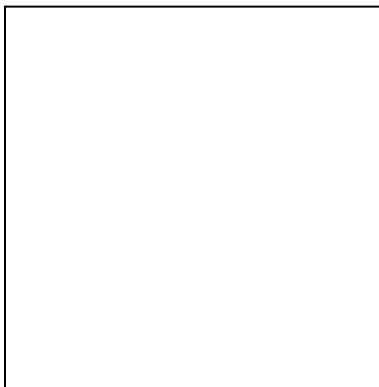
FAX Number: _____

State of Washington Contractor's License Number: _____

Federal Tax I.D. Number: _____ UBI Number. _____

Executed this _____ day of _____, 2025

CITY OF OMAK



Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

MEMORANDUM

To: Cindy Gagné, Mayor

From: Wayne Beetchenow, Public Works Director

Date: March 3, 2025

Subject: Resolution No. 20-2025 Approving Amendment No. 15 to the Professional Services Agreement with Gray & Osborne, Inc.

The Attached Resolution 20-2025, **A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH GRAY & OSBORNE, INC.**, is forwarded for your consideration.

This resolution will amend the contract with G&O to design, bid and award services for the 2025 WWTF Improvement Project.

We are requesting approval of this resolution.

RESOLUTION NO. 20-2025

A RESOLUTION FO THE OMAK CITY COUNCIL APPROVING AMENDMENT NO. 15 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH GRAY & OSBORNE, INC. FOR THE 2025 WASTEWATER TREATMENT FACILITIES IMPROVEMENTS PROJECT

WHEREAS, the City of Omak extended the contract with Gray & Osborne, Inc. to provide On-Call Engineering Services by the approval of Resolution No. 5-2021; and

WHEREAS, it is necessary to secure professional engineer consulting services for the 2025 Wastewater Treatment facilities Improvement Project; and

WHEREAS, the scope of work and engineering cost for providing these services is estimated not to exceed a budget of \$223,480 as shown on the attached Schedules Exhibit "A" and "B".

NOW, THEREFORE BE IT RESOLVED by the Omak City Council, that Amendment No. 15 to the Contract for Personal Engineering Services between the City of Omak and Gray & Osborne, Inc., a copy of which is attached hereto as Exhibit "A" and "B" is hereby approved. The mayor is authorized to execute this document on behalf of the city.

PASSED AND APPROVED this ____ day of _____, 2025

SIGNED:

Cindy Gagné, Mayor

ATTEST:

Connie Thomas, City Clerk

APPROVED AS TO FORM:

Michael D. Howe, City Attorney

**AMENDMENT NO. 15
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, by and between the City of Omak, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) April 3, 2023, for additional services related to the On-Call Engineering Services.

2025 WWTF Improvements Project

See the attached Exhibit A and Exhibit B for the scope and fees. The City requests professional engineering services for design and bid and award services for the 2025 WWTF Improvements project for a not-to-exceed budget of \$223,480.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF OMAK

By: 
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: 2/26/25

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF SERVICES

CITY OF OMAK 2025 WWTF IMPROVEMENTS PROJECT

Based on our understanding of the project, this Scope of Work presents the design engineering, bid and award services requested by the City of Omak for improvements at the WWTF. More specifically this project will include the following:

Bid Package 1:

1. Replacement of Secondary Clarifier 1.
 - a. The City has purchased and received the replacement mechanism from Lakeside Inc. The design will be an installation contract only and will include the replacement of the sludge scraper truss assembly, weir trough and shaft bearings.

Bid Package 2:

1. Replacement of the automatic transfer switch.
 - a. The new ATS will be installed, if possible, in the same location as the current ATS. The design will include provisions for a temporary generator to be connected to the power distribution system, and will require a temporary plant shutdown.
2. Replacement of the SCADA system.
 - a. Currently the plant is running four Allen Bradley SLC 5/03 PLCs which have been discontinued for several years, and are in need of replacement. In addition, plant visualization is currently managed by a Panelview touch screen Operator Interface Terminal (OIT) located in the operations building, which is also aging and in need of replacement. The design will include modern CompactLogix PLCs to replace the SLC 5/03 PLCs, Ethernet based communications between the PLCs, and a standard Human Machine Interface (HMI) application with historical logging, alarm notification, and some form of remote access. The design will include new control panel back planes with updated modernized controls equipment for replacement of existing control panel back planes and equipment. The design will include new Ethernet network for the plant.

We understand that the project is funded through City funds.

More specifically, the work will include:

DESIGN ENGINEERING SERVICES

Design engineering services will include:

Task 1 – Project Management

This task will incorporate overall project management as well as in-house quality assurance and quality control (QA/QC) reviews of all documents in order to address the relevant issues that may affect the project. The project management task also covers oversight of the project schedule and budget.

Task 2 – Contract Documents for WWTF Improvements

Services shall include the preparation of plans, technical specifications, contract documents and cost estimates for the 2025 WWTF Improvements. Plans, specifications and contract documents will be prepared in a City approved format for bid to be used by a general contractor in performing the construction work. It is anticipated that there will be two bid packages issued, one for the clarifier replacement work and a separate bid package for the transfer switch and SCADA replacement work.

Three copies of preliminary plans and one PDF electronic copy, specifications cost estimates will be provided to the City at the 90-percent levels of completion for review and comment for each bid package. Gray & Osborne will review the documents with the City to obtain comments and/or suggested design revisions and revise the documents accordingly.

Task 3 – Bid Services

Prepare final contract documents and assist the City with advertising the projects for public bid. Gray & Osborne will electronically post contract documents including drawings and specifications on Gray & Osborne’s construction documents website “gobids” for use by prospective bidders and plan houses.

Gray & Osborne will respond to bidder's questions and prepare addenda as needed; the addenda will be distributed to the bidders through the “gobids” website. Gray & Osborne will attend the bid opening, review the bids, check bidder references, prepare the bid summary, and recommend award of the construction contract.

Task 4 – Services During Construction

- A. Coordinate and conduct a pre-construction conference to review the requirements of the plans and specifications of the project with the Contractor and to establish administrative procedures for the project.

- B. Coordinate and conduct eight construction meetings. It is anticipated that these will be performed virtually or in conjunction with scheduled Field Inspections.
- C. Provide submittal review/approval: Review shop drawings and submittals for compliance with design intent and general conformity with the Contract Documents.
- D. Provide construction correspondence: Act as liaison, on the City's behalf, between the City and Contractor to the extent provided in the Contract Documents and to administer the construction contract and prepare and transmit general construction correspondence, to include interpretation and/or clarification of the Contract Documents, calculation and preparation of Pay Estimates, negotiation and preparation of Change Orders, and other general construction correspondence.
- E. Field inspection: The engineer will provide general inspection of the installation work, and perform discipline specific site visits during construction to monitor conformance to the Contract Documents. Summarize the findings of the site visits. Visits are planned as follows:
 - 1. General Inspections: 20 hours;
 - 2. Process/Mechanical: 2 days total;
 - 3. Electrical: three total (SCADA programming site visits are noted below).

It is assumed that some of the inspection work and expenses could be shared with other projects in the City.

- F. SCADA programming services shall include:
 - 1. Design and programming of a new WWTP HMI application;
 - 2. Delivery, commissioning, and startup of the new HMI application;
 - 3. Porting of existing controls out of SLC 5/03 PLC to new CompactLogix PLC application platform;
 - 4. One shop test to review new back panels for existing control panels;
 - 5. Fifteen man-days on site for cut over, testing, tuning, and startup for the PLC replacements;
 - 6. This assumes three man-days on site for each control panel and a staged cutover (as much as possible).
- G. Obtain from the Contractor a letter indicating that Substantial Completion has been reached, after the preliminary walk-through and with the concurrence of the City.
- H. Prepare and transmit the preliminary and final punch lists, subsequent to their respective walk-throughs.

- I. Prepare and transmit a recommendation to the City to accept the project as complete.

INFORMATION AND SERVICES TO BE PROVIDED BY CITY

We will work with the City to ensure that all of the information needed to complete the work is obtained. This information will include, but is not necessarily be limited to, the following:

1. Bill of materials/invoice information for the clarifier.
2. Operation/maintenance manual and installation instructions for the clarifier.
3. Services of a startup technician from the clarifier supplier.
4. Record drawings and equipment information for the Transfer switch and the SCADA system.

SCOPE EXCLUSIONS

The following are excluded from this scope of work.

1. The work associated with the clarifier mechanism is limited to the replacement of the sludge scraper truss assembly, weir trough and shaft bearings. The replacement does not include the drive shaft, gear reducer, motor, bridge assembly, scum assembly, skirt, handrail, and effluent pipe.
2. Work associated with relocating the transfer switch. It is assumed that the transfer switch can be installed in the existing location.
3. Survey or PLS services.
4. Cultural Resources.
5. SEPA/NEPA Environmental.
6. Approval of Contract Documents from Ecology. It is assumed that all of this work would be considered operations and maintenance.
7. Permitting, it is not anticipated that any permits are required for this work.

PROJECT BUDGET

The maximum amount payable to the Engineer for completion of all work, including contingencies, salaries, overhead, direct non-salary costs and net fee shall be as shown in the attached Exhibit B. This amount shall not be exceeded without prior written authorization of the City.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

CITY OF OMAK - 2025 WWTP IMPROVEMENTS PROJECT

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Field Inspector Hours	Engineer-In-Training Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Provide Project Management	2	4				
2 Contract Documents for WWTF Improvements	2	8	24		20	24
3 Bid Services	6	6	4		2	2
4 Services During Construction	4	8	40	20	32	
Hour Estimate:	14	26	68	20	54	26
Fully Burdened Billing Rate Range:*	\$165 to \$265	\$148 to \$265	\$130 to \$200	\$115 to \$190	\$105 to \$180	\$65 to \$180
Estimated Fully Burdened Billing Rate:*	\$205	\$220	\$165	\$150	\$130	\$150
Fully Burdened Labor Cost:	\$2,870	\$5,720	\$11,220	\$3,000	\$7,020	\$3,900

Total Fully Burdened Labor Cost: \$ 33,730

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 550

Subconsultant:

Connetix Engineering (ATS) \$ 28,000

Connetix Engineering (SCADA) \$ 144,000

Subconsultant Overhead (10%) \$ 17,200

TOTAL ESTIMATED COST: \$ 223,480

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.