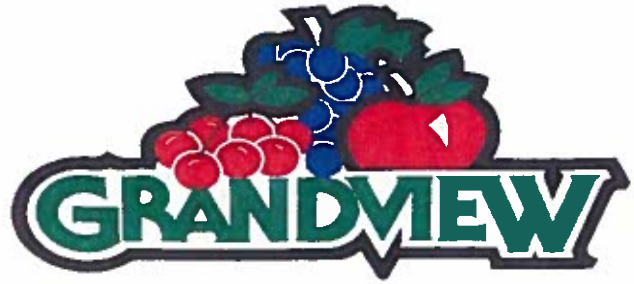


**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, MAY 9, 2017**



COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
- 4. NEW BUSINESS**
 - A. Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the construction phase of the West Fifth Street Resurfacing 1-14
 - B. Resolution accepting the bid for the West Fifth Street Resurfacing and authorizing the Mayor to sign all contract documents with Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel, Inc. 15-19
 - C. Resolution authorizing the Mayor to enter into an Interlocal Agreement for continued participation in the Yakima Valley Special Investigations Unit 20-35
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE

Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the construction phase of the West Fifth Street Resurfacing

AGENDA NO. New Business 4 (A)

AGENDA DATE: May 9, 2017

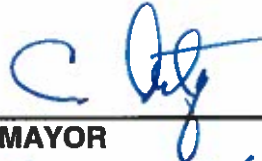
DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR



ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

The City has been selected by the Washington State Transportation Improvement Board to receive 2016 Arterial Preservation Program funding in the amount of \$369,702 for a grind and overlay of West Fifth Street from Larson Street to Euclid Road.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

On January 10, 2017, Council approved Resolution No. 2017-2 authorizing the Mayor to sign the Washington State Transportation Improvement Board (TIB) Fuel Tax Grant Agreement for the FY 2018 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(005)-1 West Fifth Street from Larson to Euclid.

On February 14, 2017, Council approved Resolution No. 2017-9 authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the design phase of the West Fifth Street Resurfacing in the amount of \$38,810.00.

Attached is a TIB Consultant Agreement with HLA Engineering and Land Surveying, Inc., for construction services in the amount of \$48,520.00.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the construction phase of the West Fifth Street Resurfacing to a regular Council meeting for consideration.

RESOLUTION NO. 2017-__

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE
TRANSPORTATION IMPROVEMENT BOARD CONSULTANT AGREEMENT
WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR THE
CONSTRUCTION PHASE OF THE WEST FIFTH STREET RESURFACING**

WHEREAS, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB funds in the amount of \$369,702 for the 2016 Arterial Preservation Program to include West Fifth Street Resurfacing from Larson Street to Euclid Road; and,

WHEREAS, the City has selected HLA Engineering and Land Surveying, Inc., to provide professional engineering services for construction of said improvement project,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the FY 2018 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(005)-1 to include the construction of the West Fifth Street Resurfacing from Larson Street to Euclid Road in the form as is attached hereto and incorporated herein by reference in the amount of \$48,520.00.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May ____, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 3-E-183(005)-1	PROJECT PHASE (check one) <input type="checkbox"/> Design <input checked="" type="checkbox"/> Construction
PROJECT TITLE & WORK DESCRIPTION West Fifth Street Resurfacing (HLA Project No. 17043) This project consists of a 0.2-foot grind and overlay on West Fifth Street from Larson Street to Euclid Road including installation of ADA compliant curb ramps.	
CONSULTANT NAME & ADDRESS HLA Engineering and Land Surveying, Inc. 2803 River Road, Yakima, WA 98902	
AGREEMENT TYPE (check one)	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> LUMP SUM <input type="checkbox"/> COST PLUS FIXED FEE <input checked="" type="checkbox"/> SPECIFIC RATES OF PAY <input type="checkbox"/> COST PER UNIT WORK </div> <div style="width: 50%;"> OVERHEAD PROGRESS PAYMENT RATE _____ % OVERHEAD COST METHOD <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Rate _____ % FIXED FEE \$ _____ <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate </div> </div>	
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %
COMPLETION DATE 12/31/2017	MAXIMUM AMOUNT PAYABLE \$48,520

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, between the City of Grandview, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in

Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the

Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

IX TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT



for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X CHANGES OF WORK

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

XIII LEGAL RELATIONS AND INSURANCE

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

XIV EXTRA WORK

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

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- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By

By

Consultant

HLA Engineering and Land Surveying, Inc.

City of

Grandview



EXHIBIT A-1 Certification of Consultant

Project No. 3-E-183(005)-1	City of Grandview
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I hereby certify that I am Michael T. Battle, PE a duly authorized representative of the firm of HLA Engineering and Land Surveying, Inc. whose address is 2803 River Road, Yakima, WA 98902 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

4/14/2017
Date


Signature

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Grandview, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature



EXHIBIT B-1

Scope of Work

Project No. **3-E-183(005)-1**

Describe the Scope of Work

Furnish a qualified resident engineer who shall be on the jobsite at all times that significant work is in progress, whose duty shall be to provide surveillance of project construction for compliance with plans and specifications.

Provide geometric control including construction staking (as needed).

Prepare daily progress reports on the project.

Consult and advise the AGENCY during construction, and make final review and report of the completed work with representatives of the AGENCY.

Review acceptance sampling and testing for construction materials.

Perform measurement and computation of pay items.

Review Contractor's submission of samples and shop drawings, where applicable.

Recommend Contractor progress payments to the AGENCY.

Prepare proposed contract change orders when applicable.

Prepare and furnish reproducible record drawings and field notes of completed work in accordance with project field records.

Prepare administrative documents to the appropriate agencies which have jurisdiction over funding, design, and construction of this project.

Perform monitoring of the Contractor's compliance with the contract documents labor standards; review of Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid.

Documents to be Furnished by the Consultant

Monthly Progress Pay Estimates

Resident Engineer's Reports

Survey Construction Staking Notes

Materials Testing Reports

Construction Contractor Labor Documents (Intentions and Affidavits)

Project Record Drawings



EXHIBIT C-3

Payment

(Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

1. Hourly Rates

The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits D and E attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the AGENCY. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT's fixed hourly rates may include salary or overhead adjustments.

2. Direct Nonsalary Costs

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Maximum Amount

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. No minimum amount payable is guaranteed under this AGREEMENT. This does not include payment for extra work as stipulated in Section XIV, Extra Work.

4. Monthly Progress Payments

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibits D and E, including names and classifications of all employees, and invoices for all direct expenses.

5. Inspection of Cost Records

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY, and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT, and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year period begins when the CONSULTANT receives final payment.

6. Final Payment

Final payment of any balance due the CONSULTANT of the gross earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of claims of any nature which the CONSULTANT may have against the AGENCY, unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The rates and total price of the original contract and any additions or changes thereto shall be adjusted to exclude any significant sums by which the AGENCY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates or overhead rates, supplied to the AGENCY by the CONSULTANT.



EXHIBIT D-1
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by HLA Engineering and Land Surveying, Inc.				Date 04/05/2017	
Project West Fifth Street Resurfacing					
Negotiated Rates					
Classification	Man Hours		Rate		Cost
Licensed Principal Engineer	16	x	\$175.00	=	\$2,800.00
Licensed Professional Engineer	24	x	\$160.00	=	\$3,840.00
Licensed Surveyor	16	x	\$146.00	=	\$2,336.00
Surveyor	24	x	\$109.00	=	\$2,616.00
Project Engineer	16	x	\$131.00	=	\$2,096.00
Contract Administrator	48	x	\$120.00	=	\$5,760.00
Engineering Tech	20	x	\$77.00	=	\$1,540.00
Resident Engineer	250	x	\$109.00	=	\$27,250.00
TOTAL DSC					\$48,238.00
OVERHEAD (OH Cost including Salary Additives)					
OH Rate x DSC or 120.21 % x \$					\$
FIXED FEE (FF)					
FF Rate x DSC or 35% x \$					\$
REIMBURSABLES					
Mileage 530 miles x \$0.535 = \$					\$283.55
Itemized					
SUBCONSULTANT COST (See Exhibit G)					\$0
GRAND TOTAL					\$48,521.55

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EXHIBIT E-1
Breakdown of Overhead Cost

EXHIBIT "A"

SCHEDULE OF RATES

FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2017, through December 31, 2017

Senior Principal Engineer	\$196.00 per hour
Licensed Principal Land Surveyor	\$191.00 per hour
Licensed Principal Engineer	\$175.00 per hour
Licensed Professional Engineer	\$160.00 per hour
Other Licensed Professional	\$160.00 per hour
Licensed Professional Land Surveyor	\$146.00 per hour
Project Engineer	\$131.00 per hour
Senior Planner	\$120.00 per hour
Contract Administrator	\$120.00 per hour
CAD Technician	\$115.00 per hour
Resident Engineer/Inspector	\$109.00 per hour
Surveyor	\$109.00 per hour
Senior Engineering Technician	\$109.00 per hour
Engineering Technician	\$77.00 per hour
Word Processing Technician	\$77.00 per hour
Surveyor on Two Man Crew	\$104.00 per hour
Surveyor on Three Man Crew	\$92.00 per hour
Vehicle Mileage	\$0.535 per mile



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

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**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE

Resolution accepting the bid for the West Fifth Street Resurfacing and authorizing the Mayor to sign all contract documents with Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel, Inc.

AGENDA NO.: New Business 4 (B)

AGENDA DATE: May 9, 2017

DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

CITY ADMINISTRATOR

MAYOR

ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

Last year, the City applied to the Transportation Improvement Board (TIB) for a preservation grant to grind and overlay West Fifth Street from Euclid to Larson. The grant was approved in the amount of \$369,900 with a 10% City match. The project will include minor improvements to sidewalk ADA ramps and new asphalt curb to curb.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Bids for the West Fifth Street Resurfacing were opened on May 2, 2017. A total of three (3) bids were received with Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel, Inc., of Yakima, Washington, submitting the low bid in the amount of \$330,875 for Schedule A and \$11,500 for Additive Schedule B.

Additive Schedule B is a fabric material application that enhances the new asphalt and helps to preserve and extend the life of the new asphalt treatment. This type of application is recommended due to the harsh winter and the amount of surface damage on the street. The bid price for the Additive Schedule B is \$11,500. This amount has not been budgeted, but can be included with a budget amendment.

The low bid of \$330,875 is approximately \$7,500 over the construction budget. The options would be to reduce the scope of the work or add an additional \$7,500 to the construction budget. This section of roadway is in very bad shape and adding the additional funds would be the recommended option.

ACTION PROPOSED

Move a resolution accepting the bid for the West Fifth Street Resurfacing, as follows:

- Schedule A in the amount of \$330,875 and including an additional \$7,500 to the construction budget;
- Additive Schedule B in the amount of \$11,500 and amend the Transportation Benefit District Fund to purchase the materials;

and authorizing the Mayor to sign all contract documents with Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel, Inc., to the regular Council meeting for consideration.

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May 3, 2017

City of Grandview
207 W. Second Street
Grandview, WA 98930

Attn: Mr. Cus Arteaga

Re: City of Grandview
WEST FIFTH STREET RESURFACING IMPROVEMENTS
TIB Project No.: 3-E-183(005)-1
HLA Project No.: 17043C
Recommendation of Award

Dear Mr. Arteaga:

The bid opening for the above referenced project was held at Grandview City Hall at 10:00 a.m. on Wednesday, May 3, 2017. A total of three (3) bids were received with the low bid of \$330,875.00 for Schedule A, and \$11,500.00 for Additive Schedule B, being offered by Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel, Inc., of Yakima, Washington. This low bid is approximately two (2) percent below the Engineer's Estimate of \$349,525.00, regarding both project Schedules.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel, Inc., in the amount of \$330,875.00 for Schedule A, and \$11,500.00 for Additive Schedule B, contingent on approval by the Transportation Improvement Board and City of Grandview Council. Please send us a copy of the City of Grandview Council minutes authorizing award of this project.

Enclosed are copies of the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,



Stephen S. Hazzard, PE

SSH/crf

Enclosures

Copy: Christa Draggie, PE, Transportation Improvement Board (Email)
Caroline Fitzsimmons, HLA

BID SUMMARY										BIDDER #1		BIDDER #2		BIDDER #3	
Owner: CITY OF GRANDVIEW				WEST FIFTH STREET RESURFACING IMPROVEMENTS 17043 May 3, 2017				Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel, Inc. P.O. Box 9337 Yakima, WA 98909		Central Washington Asphalt, Inc. P.O. Box 939 Moses Lake, WA 98837		Granite Construction Company 80 Pond Road Yakima, WA 98901			
Project: HLA Project No.		Bld Opening Date:													
Item No.		Item Description						Unit		Quantity		ENGINEER'S ESTIMATE			
								Unit Price		Amount					
SCHEDULE A - WEST FIFTH STREET RESURFACING															
1	Minor Change		FA	EST.		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Mobilization		LS	1		\$26,000.00	\$26,000.00	\$28,000.00	\$28,000.00	\$30,000.00	\$30,000.00	\$38,500.00	\$36,500.00	\$36,500.00	\$36,500.00
3	Project Temporary Traffic Control		LS	1		\$20,000.00	\$20,000.00	\$34,000.00	\$34,000.00	\$52,500.00	\$52,500.00	\$30,340.00	\$30,340.00	\$30,340.00	\$30,340.00
4	Removal of Structures and Obstructions		LS	1		\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
5	Crushed Surfacing Top Course		TON	125		\$64.00	\$8,000.00	\$40.00	\$5,000.00	\$95.00	\$11,875.00	\$26.00	\$3,250.00	\$3,250.00	\$3,250.00
6	Planing Bituminous Pavement		SY	11,500		\$2.50	\$28,750.00	\$2.50	\$28,750.00	\$2.15	\$24,725.00	\$3.00	\$34,500.00	\$34,500.00	\$34,500.00
7	Pavement Repair Excavation Incl. Haul		SY	150		\$50.00	\$7,500.00	\$45.00	\$6,750.00	\$13.00	\$1,950.00	\$36.50	\$5,475.00	\$5,475.00	\$5,475.00
8	HMA for Pavement Repair Cl. 1/2-Inch PG 64-28		TON	50		\$120.00	\$6,000.00	\$150.00	\$7,500.00	\$195.00	\$9,750.00	\$186.00	\$9,800.00	\$9,800.00	\$9,800.00
9	HMA Cl. 1/2-Inch PG 64-28		TON	1,650		\$92.00	\$151,800.00	\$94.00	\$155,100.00	\$76.00	\$125,400.00	\$100.00	\$165,000.00	\$165,000.00	\$165,000.00
10	Adjust Catch Basin		EA	2		\$400.00	\$800.00	\$350.00	\$700.00	\$800.00	\$1,200.00	\$775.00	\$1,550.00	\$1,550.00	\$1,550.00
11	Adjust Valve Box		EA	17		\$400.00	\$6,800.00	\$700.00	\$11,900.00	\$475.00	\$8,075.00	\$600.00	\$10,200.00	\$10,200.00	\$10,200.00
12	Landscape Restraition		FA	EST.		\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
13	Cement Conc. Traffic Curb and Gutter		LF	225		\$50.00	\$11,250.00	\$32.00	\$7,200.00	\$60.00	\$13,500.00	\$60.00	\$13,500.00	\$13,500.00	\$13,500.00
14	Monument Case and Cover		EA	2		\$500.00	\$1,000.00	\$390.00	\$780.00	\$630.00	\$1,260.00	\$775.00	\$1,550.00	\$1,550.00	\$1,550.00
15	Cement Conc. Sidewalk 6-Inch Thick		SY	15		\$125.00	\$1,875.00	\$115.00	\$1,725.00	\$130.00	\$1,950.00	\$108.00	\$1,635.00	\$1,635.00	\$1,635.00
16	Cement Conc. Sidewalk 4-Inch Thick		SY	25		\$100.00	\$2,500.00	\$100.00	\$2,500.00	\$82.00	\$2,050.00	\$80.00	\$2,000.00	\$2,000.00	\$2,000.00
17	Cement Conc. Curb Ramp		EA	10		\$1,300.00	\$13,000.00	\$1,200.00	\$12,000.00	\$1,650.00	\$16,500.00	\$2,200.00	\$22,000.00	\$22,000.00	\$22,000.00
18	Permanent Signing		LS	1		\$500.00	\$500.00	\$770.00	\$770.00	\$687.50	\$687.50	\$700.00	\$700.00	\$700.00	\$700.00
19	Pavement Markings		LS	1		\$8,000.00	\$8,000.00	\$7,700.00	\$7,700.00	\$8,000.00	\$8,000.00	\$8,200.00	\$8,200.00	\$8,200.00	\$8,200.00
					SCHEDULE A TOTAL			\$316,025.00		\$330,875.00		\$344,922.50		\$371,700.00	\$371,700.00
ADDITIVE SCHEDULE B															
20	Paving Fabric		SY	11,500		\$3.00	\$34,500.00	\$1.00	\$11,500.00	\$2.25	\$25,875.00	\$1.85	\$21,275.00	\$21,275.00	\$21,275.00
					ADDITIVE SCHEDULE B TOTAL			\$34,500.00		\$11,500.00		\$25,875.00		\$21,275.00	\$21,275.00
SCHEDULE A AND ADDITIVE SCHEDULE B TOTAL															
								\$349,525.00		\$342,375.00		\$370,797.50		\$392,975.00	\$392,975.00

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RESOLUTION NO. 2017-__

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE WEST FIFTH STREET RESURFACING
AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT DOCUMENTS
WITH INTERSTATE CONCRETE AND ASPHALT COMPANY DBA
COLUMBIA ASPHALT & GRAVEL, INC.**

WHEREAS, the City of Grandview has advertised for bids for the West Fifth Street Resurfacing; and,

WHEREAS, Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel, Inc., if Yakima, Washington, has submitted the lowest responsible bid, which bid has been accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The Mayor is hereby authorized to sign all contract documents with Interstate Concrete and Asphalt Company dba Columbia Asphalt & Gravel, Inc., for the West Fifth Street Resurfacing in the amount of \$330,875.00 for Schedule A, and \$11,500 for Additive Schedule B, contingent on approval by the Transportation Improvement Board.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE Resolution authorizing the Mayor to enter into an Interlocal Agreement for continued participation in the Yakima Valley Special Investigations Unit	AGENDA NO.: New Business 4 (C) AGENDA DATE: May 9, 2017
DEPARTMENT Police Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW Kai Fuller, Police Chief 	
---	--

CITY ADMINISTRATOR 	MAYOR 
--	---

ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

The Grandview Police Department was one of the originating law enforcement agencies in 2015 and has been a member of the Yakima Valley Special Investigations Unit (YVSIU) since 2016.

On November 22, 2016, Council approved Resolution No. 2016-49 authorizing the Mayor to enter into an Interlocal Agreement for participation in the Yakima Valley Special Investigations Unit.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Some language and formatting changes were made to the original document. The changes in the 2017 agreement have been reviewed by the Washington State Attorney General's Office and the City's legal counsel. The Yakima Valley Special Investigations Unit contract needs to be re-signed.

- The goals of the YVSIU are to:
- Promote public trust by conducting professional multi-jurisdictional investigations of major incidents, primarily law enforcement involved incidents which involve great bodily harm or death.
 - Maximize the availability and sharing of the latest technological equipment and techniques.
 - Consolidate and utilize the skills of experienced investigators and supervisors.
 - Conduct quality investigations in a timely manner.

This partnership represents best practices in law enforcement and provides important transparency to the public.

ACTION PROPOSED

Move a resolution authorizing the Mayor to enter into an Interlocal Agreement for continued participation in the Yakima Valley Special Investigations Unit to a regular Council meeting for consideration.

RESOLUTION NO. 2017-__

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT
FOR CONTINUED PARTICIPATION IN THE
YAKIMA VALLEY SPECIAL INVESTIGATIONS UNIT**

WHEREAS, the City of Grandview wishes to enter into an interlocal agreement relating to continued participation by the City of Grandview Police Department in a multi-jurisdictional special investigations unit, to be referred to as the Yakima Valley Special Investigations Unit (YVSIU); and

WHEREAS, the mission and purpose of the YVSIU would be to thoroughly investigate officer involved incidents which involve great bodily harm or death, in-custody deaths, or other high profile incidents where there may be an appearance of a conflict of interest; and

WHEREAS, the City Council finds that it is in the best interest of the City of Grandview that the Mayor be authorized to enter into said interlocal agreement on behalf of the City.

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

The Mayor is hereby authorized to enter into an interlocal agreement for the City of Grandview Police Department to participate in the Yakima Valley Special Investigations Unit in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Yakima Valley Special Investigations Unit



YVSIU

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SECTION 1. STATEMENT OF PURPOSE

The Mission and Purpose of the Yakima Valley Special Investigations Unit ("YVSIU") is to thoroughly investigate officer involved incidents which involve great bodily harm or death, in-custody deaths, or other high profile incidents where there may be an appearance of a conflict of interest. The YVSIU will operate primarily within Yakima County or outside the county upon the request of a Chief or Sheriff. The YVSIU will conduct a criminal investigation to develop relevant information to allow a determination of the presence or absence of criminal culpability on the part of those involved in the incident, specifically:

- To determine whether the nature and the quality of the involved conduct is prohibited by statutes which provide for criminal penalties upon conviction, and
- If criminal conduct does exist, determine the identity of the person(s) responsible, and
- If criminal conduct does exist, determine the degree of crime(s), and the existence of any factual or legal defenses to that crime.

Once a case has been completed and submitted to the prosecutor, it shall be made available to the Venue and Employer agencies for their internal use.

Criminal investigations shall follow the rules of law established by the State and federal constitutions, statutory and case law which apply to criminal investigations. The investigation shall be performed in a manner that provides both the appearance and the reality of a thorough, fair, complete and professional investigation.

Our Goals: To provide quality investigative assistance to all participating law enforcement agencies, especially those departments that may lack the resources to complete objective, thorough and comprehensive investigation. Additionally, we endeavor to:

- Promote public trust by conducting professional multi-jurisdictional investigations of major incidents, primarily law enforcement involved incidents which involve great bodily harm or death.
- Maximize the availability and sharing of the latest technological equipment and techniques.

- Consolidate and utilize the skills of experienced investigators and supervisors.
- Conduct quality investigations in a timely manner.

SECTION 2. MEMBER AGENCIES

Grandview Police Department
 Selah Police Department
 Sunnyside Police Department
 Toppenish Police Department
 Union Gap Police Department
 Washington State Patrol
 Yakima County Sheriff's Office
 Yakima Police Department

SECTION 3. DEFINITIONS

Employer Agency: The agency which employs the officer(s) who use lethal force, or which employs the primary officer(s) involved in the incident.

Venue Agency: The agency having jurisdiction of the incident.

Member Agency: Signatories to the agreement who have personnel assigned to the YVSIU.

SECTION 4. EXECUTIVE BOARD

The Executive Board of the Yakima Valley Special Investigation Unit shall consist of the Sheriff and Police/WSP Chief(s), or their designee, of each Member Agency. Representatives of the Prosecutor's Office and the Coroner's Office will be invited to all Board meetings and their input may be solicited. For voting purposes and for decision making for administrative purposes in administering this agreement, it will be the majority rule of the Executive Board.

The Chairman of the Executive Board will rotate between the Yakima County Sheriff, designated upper valley Police Chief and designated lower valley Police Chief every two years. The Chairman of the Executive Board shall schedule a meeting of the Executive Board in January of each year. The purpose of the meeting will be to receive a comprehensive report from the YVSIU Commander concerning activities of the Unit over the past year, address issues pertaining to the operation and support of the Unit, and address changes to the YVSIU protocol. Special meetings may be called at any time by a member of the Executive Board. Special meetings may also be requested by the YVSIU Commander.

SECTION 5. YVSIU COMMANDER

The YVSIU Commanders will be the rank of lieutenant or higher. The YVSIU Commander shall have the responsibility to develop a unit Standard Operating Procedure / Guidelines (SOP/G) and manage and coordinate the readiness and training of the Unit. Candidates for the YVSIU Commander position will be nominated by a member agency and selected by the Executive Board. The YVSIU Commander will report to the Executive Board. The YVSIU Commander will serve two years, but the term may be extended or terminated at the discretion of the Executive Board. A Commander must have strong tact and leadership skills, with experience in criminal investigations and strong working knowledge of the Incident Command System (ICS) to include completion of ICS 300 and ICS 400 level training.

SECTION 6. OPERATIONS CHIEF(S)

The Operations Chief(s) will be a qualified senior supervisor with experience in criminal investigations and knowledge of the ICS. The Operations Chief(s) will be nominated by a member agency and selected by the YVSIU Executive Board. The Operations Chief(s) must have strong leadership and organizational skills. The Operation Chief(s) should have a working knowledge of the Incident Command System (ICS) to include completion of ICS 300 and ICS 400 level training and be prepared to assume command in the absence of the YVSIU Commander. The Operations Chief(s) will assist the YVSIU in the development of the SOP/G, oversee investigations and assign YVSIU resources as needed.

SECTION 7. PUBLIC INFORMATION OFFICER

The Public Information Officer(s) ("PIO(s)") will be selected from a list of qualified personnel who have attended the basic and advanced PIO training. They should have strong verbal and written communications skills. The PIO(s) will be chosen by the YVSIU Executive Board.

SECTION 8. TEAM LEADER

A Team Leader will be an investigative supervisor. The Team Leader must have good leadership and communication skills; as they will be leading a team of investigators from multiple jurisdictions. The Team Leader(s) will be selected by the YVSIU Commander with the permission of their agency's chief executive or designee.

SECTION 9. INVESTIGATOR

Investigators will be experienced officers with a background in criminal investigations. They must be adept at working with multiple agencies. The Investigators will be selected by the YVSIU Commander with the permission of the investigators agency's chief executive or designee.

SECTION 10. TRAINING

The member agencies will strive to ensure that the Team Leaders and Investigators assigned to YVSIU have classes in the following core areas:

Criminal Investigations

Crime Scene Investigations

Basic Homicide Investigations

Interview and Interrogation

Officer Involved Shooting Investigations

In Custody Death Investigations

Criminal Jurisdiction in Indian County

Team Leaders and Investigators must have completed six of the seven core classes in order to be considered for assignment to the YVSIU. Investigators must complete all the core classes within two years of being assigned. In addition, member agencies are expected to provide their investigators with advanced training courses. These courses may include advanced homicide investigation, blood spatter analysis, crime scene photography/videography, and other classes relevant to their assignment with the YVSIU.

SECTION 11. ACTIVATION

1. Automatic and Immediate: Upon the occurrence of an officer-involved use of force resulting in great bodily harm or death, or in-custody death. The invocation of this Protocol is automatically and immediately in effect, upon the request of the Venue Agency.
 - A Chief of Police, Sheriff, or WSP Commander, or their designee, shall make the request for the YVSIU to the Yakima County Sheriff's Office Communication Center.
 - Dispatch shall contact the YVSIU Commander through standard call-out procedures identified on the YVSIU phone tree or contact list.
 - The YVSIU Commander shall assign the Operations Chief and Team Leader. The Operations Chief shall be responsible for determining how many investigators will be needed during the initial response.
 - In cases of an officer-involved fatality, the Team Leader shall not be from the employing agency (excluding the WSP).

2. Other Incidents: This Protocol may also be invoked for other significant incidents, as approved by the YVSIU Commander.
3. Non-Member Agencies: The request for investigative assistance in an officer-involved critical incident shall be made by the chief executive of the non-member venue agency to the YVSIU Commander. The YVSIU Commander will decide if the unit is to be activated.
4. Invocation When Not Required:
 - Each member agency of this agreement may invoke this Protocol upon the occurrence of any critical event involving a law enforcement employee which may have possible criminal liability attached. Upon this invocation, the matter will be investigated under the provisions of this Protocol. Member agencies may elect to not participate in the investigation based upon their internal policies and procedures.
 - In lieu of invoking this Protocol, the venue agency may investigate the matter by itself or seek aid from other agencies outside of the Protocol's requirements.

SECTION 12. RESPONSIBILITIES

- The venue agency shall make the initial request to activate the YVSIU.
- The venue agency shall provide a command-level liaison.
- Both the employer agency and venue agency shall make appropriate department personnel available to the YVSIU.
- The venue agency shall make available facilities and equipment as needed by the YVSIU.

SECTION 13. AUTHORITY

Once the YVSIU has agreed to investigate an incident as requested by the venue agency's chief executive, the YVSIU shall have sole and exclusive authority concerning the investigation of the incident. The YVSIU Commander or designee will provide appropriate case updates to the employer agency's chief executive, or their designee, throughout the course of the investigation.

Washington State Patrol policy directs that the WSP will investigate use of lethal force by its personnel, and that the WSP will not attempt to prevent a concurrent investigation by other agencies with jurisdiction. The YVSIU and the WSP may work jointly to criminally investigate the incident if the involved officer is a WSP commissioned employee.

SECTION 14. COSTS

Each member agency shall be responsible for their employees' wages and associated personnel costs. The venue agency shall be responsible for all reasonable investigative expenditures. The venue agency shall be advised of all extraordinary costs associated with the investigation.

SECTION 15. INTERLOCAL COOPERATION ACT PROVISIONS

No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property intended other than may be specifically provided within the terms of this Agreement. The section of this Agreement on "Executive Board" indicates who are the Co-Administrators of this Agreement.

SECTION 16. EVIDENCE

- Evidence Storage: All evidence shall be stored under the control of the Yakima County Sheriff's Property Room or, in the event of a conflict, it shall be stored at a non-employer agency as designated by the YVSIU Commander. The YVSIU Commander shall coordinate with the member agency's chief executive or designee to ensure compliance with that agency's policies and procedures. The venue agency shall be responsible for storage and handling costs of extraordinary items such as vehicles, HAZMAT, etc.
- Evidence Retention: No evidence shall be released or destroyed without consent or agreement of the other agencies involved in the investigation including the Yakima County Prosecuting Attorney's Office. Once the criminal prosecution is completed all property owned by private citizens will be released in accordance with State Law and the involved agency's policies and procedures.

SECTION 17. CASE FILES

- All original reports, statements and other documentation of venue agency employees should be filed and maintained by the Venue Agency or the Yakima County Sheriff's Office. Copies of those reports, statements and other documentation shall be submitted to the YVSIU Commander in a timely manner. Reports filed in Spillman will be segregated.
- Copies of all case files should be made available to the employer agency.
- The complete investigation will be sent to the Yakima County Prosecuting Attorney's Office or the Prosecuting Attorney's Office with jurisdiction.

SECTION 18. INVESTIGATIVE PRIORITY

The Criminal Investigation has investigative priority over the Administrative Investigation and it begins immediately after an incident has occurred.

SECTION 19. INVESTIGATIVE GOALS

The goal of the investigation is to develop all available relevant information about the incident. When the investigation is completed, including all forensic testing, toxicology report and autopsy reports, the case will be submitted to the County Prosecutor. The County Prosecutor will make a final determination on the presence or absence of criminal culpability on the part of those involved in the incident.

In addition, the investigation may incidentally provide factual information to the employer agency's management for its internal use. While the Criminal Investigators do not direct their investigative attention to administrative concerns, it is recognized that the Criminal Investigation's results are of proper interest to agency management for its internal use, and those results are fully available for that purpose.

SECTION 20. RESPONSE BY YVSIU

Once the YVSIU activation has been authorized, the YVSIU Commander will direct resources to the investigation. The initial YVSIU response will consist of the Operations Chief, Team Leader and an adequate number of Investigators to handle the investigation. If additional resources are needed as the investigation evolves, that will be at the discretion and direction of the Operations Chief. When possible the Team Leader(s) should not be from the employer agency (excluding the WSP).

SECTION 21. INVESTIGATIVE REQUIREMENTS

The investigation is required to follow the rules of law, which apply to all criminal proceedings; these include constitutional, statutory and case law. Detectives will maintain the integrity of the investigation by following the rules of evidence throughout the investigation.

The investigation will be performed in a manner that provides a thorough, fair, complete and professional investigation, free of conflicts of interest.

SECTION 22. VEHICLE INCIDENTS

When requested, the YVSIU will investigate officer involved incidents when the use of a vehicle is an intentional use of force by a police officer that causes great bodily harm or death. In these investigations, the YVSIU will utilize experienced Collision Reconstructionists and appropriate resources.

This section is not to imply that the YVSIU will be activated in a police involved collision causing great bodily harm or death where the collision was not a result of an intentional use of force.

SECTION 23. INVESTIGATORS' MEETING

After the initial scene has been processed, the Team Leader may conduct a briefing with the Investigators to determine what has been accomplished and what still needs to be accomplished to complete the investigation. Attendees to this meeting will consist of the Operations Chief, Team Leader and key Investigators involved in the investigation.

SECTION 24. COMMAND STAFF BRIEFING

The purpose of this briefing is to advise the Command Staff from the employer agency the status of the incident and to determine what information is appropriate for the media releases. In addition to the Command Staff from the employer agency, the attendees to this meeting typically will consist of the YVSIU Commander, the Operations Chief, investigative Team Leader and PIO.

SECTION 25. SCENE SECURITY

The venue agency will have the responsibility for immediately securing crime scene(s) within its jurisdiction. This responsibility includes preservation of the integrity of the scene(s) and its/their contents, controlling access to the scene(s), and the identification and separation of witnesses. Use of allied agency resources may be necessary to accomplish this task.

SECTION 26. PHYSICAL EVIDENCE COLLECTION, PRESERVATION, AND ANALYSIS

Member agencies having the capability to assist YVSIU Investigators in the documentation of the scene(s) and to assist in the collection, preservation, and analysis of physical evidence may do so providing they possess the requisite training and experience.

Prior to final relinquishment of the scene, the Team Leader, crime scene Investigators/professionals, and YVSIU Command Staff will confer to determine if the collection of evidence is complete.

SECTION 27. EMPLOYEE RIGHTS

Law enforcement employees have the same rights and privileges regarding YVSIU interviews that any other citizen would have, including the right to remain silent, the right to consult with an attorney prior to an interview, and the right to have an attorney present during the interview.

SECTION 28. PUBLIC SAFETY STATEMENT

Public Safety Statements should be taken with consideration of the Employer Agency's policies, procedures and documents.

SECTION 29. REPORT WRITING

1. All individuals participating in the criminal investigation will write reports documenting their participation.
2. The Investigators within each investigative team will allocate and divide among themselves the responsibility for documenting interviews and observations.
3. Prompt completion and distribution of reports is essential. All involved agencies and investigators will strive for report completion and distribution within 7 days of any investigative activity. The Coroner's report may be delayed beyond 30 days pending results of some scientific tests.

SECTION 30. MEDIA RELATIONS

1. YVSIU: Once the YVSIU has initiated an investigation, all YVSIU media releases related to the investigation shall be made by the YVSIU Public Information Officer (PIO) or other official designee with the approval of the YVSIU Commander after consultation with the employer agency chief executive or designee. The YVSIU may release information typically on the day of the incident, an intermediate news release, and then a release when the complete investigation is sent to the Prosecutor.
2. THE EMPLOYER AGENCY: The employer agency's Public Information Officer ("PIO"), or other official designee, will release information in coordination with YVSIU supervisors. It shall be the responsibility of the employer agency to determine when the involved officer's name will be released to the public, pursuant to their policies and procedures.

SECTION 31. SANCTIONS/REMOVAL OF MEMBER AGENCY

Willful violations of the protocol agreement will be brought to the attention of the Executive Board by the YVSIU Commander, Operations Chief or Team Leaders. The Executive Board, by majority vote, may elect to immediately stop the investigation and turn the investigation over to the venue agency. A member agency failing to abide by this agreement may also be removed from the YVSIU by a majority vote of the Executive Board.

SECTION 32. TERM OF AGREEMENT

This Agreement shall become effective on the date it is executed by all signing parties, and shall remain in full force and effect and is intended to be indefinite.

SECTION 33. TERMINATION

A party may terminate this Agreement or, alternatively, withdraw its participation in the YVSIU by providing written notice to the chief law enforcement officer for each member agency of its intent to terminate or withdraw from this agreement. A notice of termination or withdrawal shall become effective upon the latter of: a) 30 days after service of the notice on the chief law enforcement officers for all member agencies; or b) at the conclusion of any YVSIU investigation that is pending on the date of the written notice of intent to terminate or withdraw from this Agreement.

SECTION 34. STATUS OF OFFICERS ASSIGNED TO YVSIU

- Pursuant to RCW 10.93.050, each officer assigned to the YVSIU remains the employee of the party who hired the officer, and is not an employee of any other member agency.
- Member agencies shall not allow officers who have been disciplined for dishonesty, bias or improper use of force subject to the provisions in *Brady V. Maryland* to be assigned to the YVSIU.

SECTION 35. LIABILITY, HOLD HARMLESS AND INDEMNIFICATION

- Pursuant to RCW 10.93.040, it is understood and agreed that each member agency, its agents, employees, and insureds do not, by virtue of these Protocols, assume any responsibility or liability for the actions of another agency's officers.
- Each party hereto shall be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers to the fullest extent required by law, and shall save, indemnify, defend and hold harmless all other parties from such liability. In the case of negligence of more than one party to this Agreement, any damages shall be in proportion to the percentage of negligence attributed to each party, and each party shall have the right to contribution from the other party in proportion to the percentage of negligence attributed to the other party. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 36. DISPUTE RESOLUTION

For the purpose of this Agreement, time is of the essence. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute.

SECTION 37. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference to this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement. To this end, the provisions of this Agreement are declared to be severable.

SECTION 38. MISCELLANEOUS

Any provision of this Agreement that imposes an obligation that continues after termination or expiration of this Agreement shall survive the term or expiration of the Agreement and shall be binding on the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SECTION 39. MUNICIPAL AUTHORIZATIONS AND APPROVAL BY LEGISLATIVE AUTHORITY

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement. The signor also certifies that the legislative authority of his or her respective employer (the City Council for cities or the County Commissioners for counties) has approved the Agreement by Resolution. This is to comply with the Washington Interlocal Cooperation Act, RCW 39.34.030(2) which states in part: "(2) Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter....Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."

SECTION 40. EXECUTION OF AGREEMENT

This Agreement may be signed in counterparts by the parties. If the Agreement is signed by the parties in counterparts, it will be considered a fully executed Agreement.

SECTION 41. FILING

Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Yakima County Auditor, or, alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

THIS AGREEMENT is executed by the persons signing below, who warrant that they have the authority to execute this Agreement.

YAKIMA POLICE DEPARTMENT

Dominic Rizzi
Chief Dominic Rizzi

Date: 4-5-17

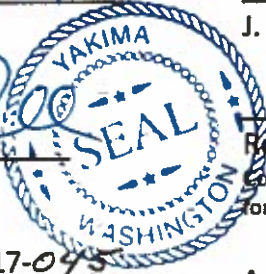
Cliff Moore
Cliff Moore, City Manager

Date: April 5, 2017

ATTEST:

Sonya Claar Tee
Sonya Claar Tee, City Clerk

City of Yakima Contract No. 2017-045
Resolution No. R-2017-046



YAKIMA COUNTY SHERIFF'S OFFICE

B. Winter
Sheriff Brian Winter

Date: 3-13-17

Michael D. Leita, Chairman

J. Rand Elliott, Commissioner

Ron Anderson, Commissioner
Constituting the Board of County Commissioners
for Yakima County, Washington

Approved as to form for Yakima County:

Stefanie J. Weigand
Senior Deputy Prosecuting Attorney

ATTEST:

Tiera Girard, Clerk of the Board of County Commissioners

UNION GAP POLICE DEPARTMENT

Gregory Cobb
Gregory Cobb, Chief of Police

Date: 3/13/17

Arlene Fisher
Arlene Fisher, City Manager

Date: 2/27/2017

GRANDVIEW POLICE DEPARTMENT

Kal Fuller
Kal Fuller, Chief of Police

Date: 5-03-2017

Norm Childress
Mayor Norm Childress

Date: _____