

**GRANDVIEW CITY COUNCIL  
SPECIAL MEETING AGENDA  
MONDAY, JANUARY 22, 2018**

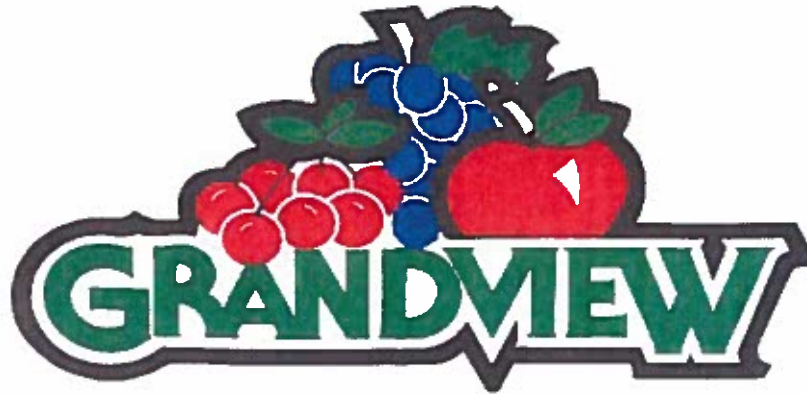


**SPECIAL MEETING – 7:00 PM**

**PAGE**

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PRESENTATIONS**
  - A. Introduction of new Police Officer Robert Gonzalez & Oath of Office
  - B. Retirement Award – Police Sergeant David Palacios
4. **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.
5. **CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
  - A. Minutes of the January 9, 2018 Committee-of-the-Whole meeting 1-6
  - B. Minutes of the January 9, 2018 Council meeting 7-10
  - C. Payroll Electronic Fund Transfers (EFT) Nos. 5888-5892 in the amount of \$85,264.46
  - D. Payroll Check Nos. 10063-10078 in the amount of \$111,838.83
  - E. Payroll Direct Deposit 1/1/18-1/15/18 in the amount of \$101,012.49
  - F. Claim Check Nos. 114385-114494 in the amount of \$406,618.30
6. **ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
  - A. Resolution No. 2018-3 approving a Memorandum of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol Regarding Retirement Handgun Retention 11-13
  - B. Resolution No. 2018-4 approving a Site Use Agreement between People For People and the City of Grandview Community Center 14-20
  - C. Resolution No. 2018-5 approving Task Order No. 2018-01 with HLA Engineering and Land Surveying, Inc., for the Elm Street and Fir Street Sidewalk Improvements 21-24
  - D. Resolution No. 2018-6 authorizing the Mayor to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects 25-31
  - E. Resolution No. 2018-7 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 East Wine Country Road Resurfacing 32-42

F.	Resolution No. 2018-8 approving the Governance Agreement for the Yakima Valley Conference of Governments (YVCOG)	43-54
G.	2018 City Board & Commission Appointments	55
7.	<b>UNFINISHED AND NEW BUSINESS</b>	
8.	<b>CITY ADMINISTRATOR AND/OR STAFF REPORTS</b>	
A.	GMC Chapter 3.75 Lodging Tax & Res. No. 87-15 Agreement w/Chamber to provide lodging tax collected	56-70
9.	<b>MAYOR &amp; COUNCILMEMBER REPORTS</b>	
10.	<b>EXECUTIVE SESSION – Property Matters (15 minutes)</b>	
11.	<b>ADJOURNMENT</b>	



**NOTICE OF SPECIAL MEETINGS  
GRANDVIEW COMMITTEE-OF-THE-WHOLE & CITY COUNCIL**

You are hereby notified that the meetings of the Grandview Committee-of-the-Whole and City Council regularly scheduled for Tuesday, January 23, 2018 have been rescheduled to Monday, January 22, 2018 at 6:00 p.m. (C.O.W.) and 7:00 p.m., (Council) respectively.

**CITY OF GRANDVIEW**

Anita G. Palacios, MMC, City Clerk

**NOTIFICATION:**

Mayor and Council  
Department Heads  
News Media

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE MEETING MINUTES  
JANUARY 9, 2018**

**1. CALL TO ORDER**

Mayor Norm Childress called the Committee-of-the-Whole meeting to order at 6:00 p.m., in the Council Chambers at City Hall.

**2. OATHS OF OFFICE**

City Attorney Plant administered the Oaths of Office to the following newly elected Councilmembers:

- Joan E. Souders (Council Position 1)
- Javier (Harv) Rodriguez (Council Position 2)
- Gloria Mendoza (Council Position 3)

**3. ROLL CALL**

Present were: Mayor Childress and Councilmembers Mike Everett, Gloria Mendoza, Javier Rodriguez and Joan Souders.

Absent were: Councilmembers Gay Brewer, Dennis McDonald and Bill Moore.

**On motion by Councilmember Everett, second by Councilmember Rodriguez, Council excused Councilmembers Brewer, McDonald and Moore from the meeting.**

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Parks & Recreation Director Mike Carpenter, Assistant Public Works Director Marty Groom, Police Chief Kal Fuller and City Clerk Anita Palacios.

**4. PUBLIC COMMENT – None**

**5. NEW BUSINESS**

**On motion by Councilmember Everett, second by Councilmember Souders, the C.O.W. moved Item F. to Item A. and renumbered other items accordingly as changes to the published January 9, 2018 C.O.W. Meeting Agenda.**

**A. Resolution approving the Governance Agreement for the Yakima Valley Conference of Governments (YVCOG) – Larry Mattson, Executive Director w/YVCOG**

Larry Mattson, Executive Director with the Yakima Valley Conference of Governments (YVCOG) explained that the YVCOG was established in 1966 as the regional transportation planning organization for Yakima County, Washington. The original agreement was executed by Yakima County, the cities of Grandview, Granger, Harrah, Mabton, Moxee, Naches, Selah, Sunnyside, Tieton, Toppenish, Union Gap, Wapato, Yakima and Zillah. YVCOG's Articles of Association and Bylaws were adopted as well and have subsequently been revised as needed. The members of YVCOG desired to reaffirm the Origin Document lost in a fire in the 1990s with a comprehensive agreement confirming YVCOG's organizational structure as well as rights and

responsibilities as the Yakima County Regional Transportation Planning Organization (RTPO) and the Yakima County Metropolitan Planning Organization (MPO). The members of the YVCOG Board of Directors, in consultation with the Executive Director and Legal Counsel have made a detailed review of the available Origin Documents and the Yakima Valley Conference of Governments Governance Agreement and the Bylaws of the YVCOG. The members of the YVCOG Board of Directors have voted to recommend approval of the Governance Agreement. He requested that the City approve and agree to the terms and conditions of the YVCOG Governance Agreement as presented.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Souders, the C.O.W. moved a resolution approving the Governance Agreement for the Yakima Valley Conference of Governments (YVCOG) to the next regular or special Council meeting for consideration.**

**On motion by Councilmember Mendoza, second by Councilmember Souders, the C.O.W. moved Item G. to Item B. and renumbered other items accordingly as changes to the published January 9, 2018 C.O.W. Meeting Agenda.**

**B. Resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center**

Parks & Recreation Director Carpenter explained that for several years, the City allowed the use of their respective facilities for the operation of a noon meal program to serve hundreds of area senior citizens. This was a valuable program, enhancing the health and social well being of the elderly. Staff presented the annual Site Use Agreement between People For People and the City to provide food and nutrition services for area senior citizens. Traditionally, the noon meal program offered a host of opportunities for the Parks and Recreation staff and volunteers to enhance lives with additional and meaningful recreation programs. In addition, the agreement included a reimbursement provision for utility costs from People For People in the amount of \$425 per month.

Discussion took place.

**On motion by Councilmember Mendoza, second by Councilmember Rodriguez, the C.O.W. moved a resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center to the next regular or special Council meeting for consideration.**

Councilmember Souders recused herself from the vote as she currently was a member of the People For People Board.

**C. Resolution authorizing the Mayor to enter into an Agreement for Professional Services with HLA Engineer and Land Surveying, Inc., for the Years 2018, 2019 and 2020**

City Administrator Arteaga explained that at the December 12, 2017 Council meeting, HLA Engineering and Land Surveying, Inc., was selected as the most qualified municipal engineering firm based on the 20+ years of experience with the City. Staff was directed to negotiate a three-

year engineering services contract, in accordance with State Law, for Council consideration at the next meeting. Staff presented the Agreement for Professional Services provided by HLA Engineering and Land Surveying, Inc. The contract was identical to that for the previous three years with the following exceptions: Exhibits A – Schedule of Rates 2018, 2019 and 2020. Across all billing categories, the rates increased an average of 3%. The rates were normal hourly billing rates and were the same rates for all cities and counties they work for. Increased hourly rates were necessary to accommodate increased B&O taxes, health insurance, etc.

Discussion took place.

**On motion by Councilmember Mendoza, second by Councilmember Souders, the C.O.W. moved a Resolution authorizing the Mayor to enter into an Agreement for Professional Services with HLA Engineer and Land Surveying, Inc., for the Years 2018, 2019 and 2020 to the January 9, 2018 regular Council meeting for consideration.**

**D. Resolution approving Task Order No. 2018-01 with HLA Engineering and Land Surveying, Inc., for the Elm Street and Fir Street Sidewalk Improvements**

City Administrator Arteaga explained that the City received funding from the Washington State Department of Transportation (WSDOT) Safe Routes to School program for sidewalk and safety improvements in the form of a \$354,900 grant with \$68,500 City contribution. Funding was for the Elm Street and Fir Street Sidewalk Improvements necessary to improve safe routes to the Smith Elementary School and Grandview Adventist Junior Academy. WSDOT obligated design engineering funding on November 29, 2017 and engineering design work may begin immediately following Task Order approval. Construction was anticipated to occur in 2018. Staff presented Task Order No. 2018-01 with HLA Engineering and Land Surveying, Inc., for the Elm Street and Fir Street Sidewalk Improvements in the amount of \$101,320 for design engineering services, environmental services, and engineering services during construction.

Discussion took place.

**On motion by Councilmember Souders, second by Councilmember Rodriguez, the C.O.W. moved a resolution approving Task Order No. 2018-01 with HLA Engineering and Land Surveying, Inc., for the Elm Street and Fir Street Sidewalk Improvements to the next regular or special Council meeting for consideration.**

**E. Resolution authorizing the Mayor to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects**

City Administrator Arteaga explained that on June 21, 2017, the City was awarded the 2017 Safe Routes to School Program State Funding in the amount of \$354,864 from the Washington State Department of Transportation for the Elm Street and Fir Street Sidewalk Improvements. The City was not certified to administer federal aid projects, but Yakima County was certified to perform project development and/or contract administration services. The County agreed to administer those services for the City through an Interlocal Agreement for on-call services on federal funded projects. The County would certify the project for the City in accordance with the Washington State Department of Transportation Local Agency guidelines.

Discussion took place.

On motion by Councilmember Mendoza, second by Councilmember Rodriguez, the C.O.W. moved a resolution authorizing the Mayor to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects to the next regular or special Council meeting for consideration.

**F. Resolution 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 East Wine Country Road Resurfacing**

City Administrator Arteaga explained that the City was selected by the Washington State Transportation Improvement Board (TIB) to receive 2017 Arterial Preservation Program funding in the amount of \$310,617 for a grind and overlay of East Wine Country Road from SVID canal crossing to east City limits. Staff presented the TIB Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the project design phase in the amount of \$32,610.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Mendoza, the C.O.W. moved a resolution 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 East Wine Country Road Resurfacing to the next regular or special Council meeting for consideration.

**G. 2018 City Board & Commission Appointments**

Mayor Childress presented the following appointments to Council for confirmation:

<b><u>Position</u></b>	<b><u>Term</u></b>
Community Center Advisory Committee	
• Middle School Representative – Jedida Alvarez	12/31/2018
• High School Representative – Jasel Perez	12/31/2018
• Senior Citizen Representative – Wanda Brewer	12/31/2018
• American Legion/Auxiliary Representative – Nancy Davidson	12/31/2018
• At-Large Representative – Dave Copeland	12/31/2018
• At-Large Representative – Laura Massey	12/31/2018
• City Council Representative – Joan Souders	12/31/2018
Museum Board – Gene Lange	12/31/2020
Planning Commission – Don Olmstead Jr.	12/31/2022
Beautification Commission – Joseph Jensen	12/31/2023

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Mendoza, the C.O.W. moved the confirmation of the 2018 City Board and Commission appointments as recommended by the Mayor to the next regular or special Council meeting for consideration.

Councilmember Souders abstained from the vote.

**H. Hotel/Motel Taxes to Chamber of Commerce**

City Treasurer Cordray explained that he received accounting of the Chamber's 2017 tourism expenditures of the Hotel/Motel taxes remitted to them in and prior to 2017. His review of the expenditures included cancelled checks written on the Chamber's account and corresponding invoices for services or materials. The 2017 expenses claimed by the Chamber of Commerce were \$7,988.60. City of Grandview Resolution 87-15, paragraph 3. Records. States "The Chamber shall keep and provide all copies of any and all records, receipts, lists, descriptions and itemizations of expenses involved in the Chamber's activities in promoting and advertising the City of Grandview and encouraging tourism expansion upon request by the City." There was sufficient evidence of invoice support for most checks written on the tourism account. He spoke with the Chamber representative and reminded them that having all supported documentation was required. He again relied heavily on past tourism activities of the Chamber of Commerce and the documentation of same. Expenses for 2017 were consistent with recent prior years. Audit of the claimed expenses resulted in an adjustment in the supported amount due the Chamber of Commerce. These adjustments were based on exclusion or duplication of backup. Based on his review of the Chamber records, the Chamber was due the Hotel/Motel Taxes receipted by the City during 2017 in the amount of \$1,774.22, to be processed by a Treasurer's check after Council's approval at the January 9, 2018 regular meeting.

Discussion took place.

**On motion by Councilmember Souders, second by Councilmember Everett, the C.O.W. moved the approval of the payment of Hotel/Motel Taxes in the amount of \$1,774.22 to the Grandview Chamber of Commerce to the January 9, 2018 regular Council meeting for consideration.**

**I. Resolution approving a Memorandum of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol Regarding Retirement Handgun Retention**

City Administrator Arteaga explained that at the November 14, 2017 C.O.W. meeting, Police Chief Fuller requested approval to allow an officer who retires in good standing to be presented with their duty firearm upon retirement at no cost to them. Following discussion, Council directed the City Administrator, City Attorney and Police Chief to draft an agreement to allow an officer to retain his duty firearm upon retirement for consideration. At the December 12, 2017 C.O.W. meeting, a Memorandum of Agreement between the City and Teamsters Local No. 760 Police Sergeants-Patrol allowing an officer with 20 years of service to the Grandview Police Department to keep their service handgun following retirement was presented for consideration. The Memorandum of Agreement was prepared by the City Attorney and reviewed by the Teamsters Representative. Following discussion, the C.O.W. referred the Memorandum of Agreement back to the City Attorney, Police Chief and City Administrator for revisions to address issues regarding the value on the handgun and transparency in the process of surplusing the handgun to the retiring officer. Revisions to the Memorandum of Agreement included the following:

- The value of the handgun shall not exceed \$400.00. If the value of the handgun exceeds that amount, the retiring officer shall be given the option of reimbursing the City for the value over \$400.00 in order to obtain the weapon.



- The Mayor shall be notified of any proposed award by a written request from the Police Chief. Upon written approval by the Mayor, the Police Chief shall prepare a Notice of Surplus Property to be presented to the City Council.

Discussion took place.

**On motion by Councilmember Mendoza, second by Councilmember Everett, the C.O.W. moved a resolution approving a Memorandum of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol Regarding Retirement Handgun Retention to the next regular or special Council meeting for consideration.**

6. **OTHER BUSINESS** – None

7. **ADJOURNMENT**

**On motion by Councilmember Mendoza, second by Councilmember Rodriguez, the C.O.W. adjourned the meeting at 7:05 p.m.**

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Mayor Norm Childress

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
JANUARY 9, 2018**

**1. CALL TO ORDER**

Mayor Norm Childress called the regular meeting to order at 7:05 p.m. in the Council Chambers at City Hall.

Present were: Mayor Childress and Councilmembers Mike Everett, Gloria Mendoza, Javier Rodriguez and Joan Souders.

Absent were: Councilmembers Gay Brewer, Dennis McDonald and Bill Moore.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller, Assistant Public Works Director Marty Groom and City Clerk Anita Palacios.

**2. PLEDGE OF ALLEGIANCE**

Mayor Childress led the pledge of allegiance.

**3. PRESENTATIONS – None**

**4. PUBLIC COMMENT – None**

**5. CONSENT AGENDA**

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved the Consent Agenda consisting of the following:

- A. Minutes of the December 12, 2017 Committee-of-the-Whole meeting
- B. Minutes of the December 12, 2017 Council meeting
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5874-5878 in the amount of \$85,380.75
- D. Payroll Electronic Fund Transfers (EFT) Nos. 5880-5885 in the amount of \$93,928.42
- E. Payroll Check Nos. 10014-10062 in the amount of \$112,728.06
- F. Payroll Direct Deposit 12/1/17-12/15/17 in the amount of \$102,677.15
- G. Payroll Direct Deposit 12/16/17-12/31/17 in the amount of \$107,004.91
- H. Claim Check Nos. 114213-114384 in the amount of \$357,140.23

**6. ACTIVE AGENDA**

- A. Ordinance No. 2018-1 providing for the annexation of property known as the Port of Grandview & Higgins Family Annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said City, adopting a comprehensive land use plan, and changing the official zoning map of the City

This item was previously discussed at the December 12, 2017 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Mendoza, Council approved Ordinance No. 2018-1 providing for the annexation of property known as the Port of Grandview & Higgins Family Annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said City, adopting a comprehensive land use plan, and changing the official zoning map of the City.

**B. Resolution No. 2018-1 authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2019 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(007)-1 East Wine Country Road from SVID canal crossing to east City limits**

This item was previously discussed at the December 12, 2017 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Resolution No. 2018-1 authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2019 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(007)-1 East Wine Country Road from SVID canal crossing to east City limits.

**C. Resolution No. 2018-2 authorizing the Mayor to enter into an Agreement for Professional Services with HLA Engineer and Land Surveying, Inc., for the Years 2018, 2019 and 2020**

This item was previously discussed at the January 9, 2018 C.O.W. meeting.

On motion by Councilmember Mendoza, second by Councilmember Everett, Council approved Resolution No. 2018-2 authorizing the Mayor to enter into an Agreement for Professional Services with HLA Engineer and Land Surveying, Inc., for the Years 2018, 2019 and 2020.

**D. Hotel/Motel Taxes to Chamber of Commerce**

This item was previously discussed at the January 9, 2018 C.O.W. meeting.

On motion by Councilmember Souders, second by Councilmember Rodriguez, Council approved the payment of Hotel/Motel Taxes in the amount of \$1,774.22 to the Grandview Chamber of Commerce.

**7. UNFINISHED AND NEW BUSINESS**

**A. January 23, 2018 C.O.W. and Council Meeting Cancellation**

Mayor Childress requested that the Tuesday, January 23, 2018 Committee-of-the-Whole and Council meetings be rescheduled to Monday, January 22, 2018 in order for the Mayor, Mayor Pro Tem and City Administrator to attend the AWC Legislative Action Conference in Olympia on January 24-25, 2018.

**On motion by Councilmember Souders, second by Councilmember Rodriguez, Council rescheduled the Tuesday, January 23, 2018 Committee-of-the-Whole and Council meetings to Monday, January 22, 2018.**

**8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**

Pacific Power LED Streetlight Conversion Project – City Administrator Arteaga reported that the paperwork was completed and submitted to Pacific Power and the Washington State Transportation Improvement Board on the LED streetlight conversion project.

2018 Budget Appropriation Requests – City Administrator Arteaga requested direction from Council regarding the 2018 budget appropriation requests for additional staffing (Police, Fire and Library) and the Police Department equipment purchase. Discussion took place. No follow-up direction was provided.

Department Director Presentations – City Administrator Arteaga requested direction from Council regarding the Department Director presentations. He indicated that he would provide a follow-up presentation at the January 22<sup>nd</sup> C.O.W. meeting on economic development. Discussion took place.

**On motion by Councilmember Souders, second by Councilmember Mendoza, the Council agreed to disband with the monthly Department Director Presentations.**

Councilmember Everett voted in opposition.

Lower Valley Business Networking Group – City Administrator Arteaga, Police Chief Fuller, Councilmember Mendoza and Councilmember Souders attended the Lower Valley Business Networking Group meeting on January 4<sup>th</sup>.

New Grandview High School Design & Construction Plan Review – City Administrator Arteaga reported that the City would be contracting with Northwest Code Professionals for building code project support plan review services on the new Grandview High School design and construction project.

YVCOG General Membership Meeting – The YVCOG General Membership meeting was scheduled for January 17<sup>th</sup> in Selah.

**9. MAYOR & COUNCILMEMBER REPORTS**

2017 Snow and Ice Control Budget – Councilmember Everett questioned the end of the year Snow and Ice Control Budget. City Administrator Arteaga reported that the Snow and Ice Control Budget was approximately \$3,800 over budget on December 31, 2017.

Yakima Valley Homeless Planning & Policy Council – Councilmember Souders attended the Yakima Valley Homeless Planning & Policy Council meeting today.

AWC Legislative Action Conference – Mayor Childress, Mayor Pro Tem Moore and City Administrator Arteaga would be attending the AWC Legislative Action Conference in Olympia on January 24<sup>th</sup> – 25<sup>th</sup>.

**10. EXECUTIVE SESSION – Property Matters**

Mayor Childress adjourned the meeting to an executive session at 8:00 p.m., for approximately 15 minutes to discuss property matters per RCW 42.30.110(1)(c) with the aforementioned Mayor, Councilmembers, City Attorney, City Administrator and City Clerk present. The meeting resumed at 8:15 p.m., with the aforementioned Mayor, Council and staff present.

No action was taken.

**11. ADJOURNMENT**

**On motion by Councilmember Mendoza, second by Councilmember Souders, Council adjourned the meeting at 8:15 p.m.**

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Mayor Norm Childress

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Anita Palacios, City Clerk

**RESOLUTION NO. 2018-3**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF  
GRANDVIEW AND TEAMSTERS LOCAL NO. 760 POLICE SERGEANTS-PATROL  
REGARDING RETIREMENT HANDGUN RETENTION**

**WHEREAS**, the City of Grandview and the Teamsters Local No. 760 negotiated and agreed upon language allowing an officer with 20 years of service to the Grandview Police Department to keep their service handgun following retirement; and

**WHEREAS**, the parties have come to an agreement which has been reduced to writing; and

**WHEREAS**, the approval of said Memorandum of Agreement is in the best interest of the citizens of the City of Grandview,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON**, as follows:

The Memorandum of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol allowing an officer with 20 years of service to the Grandview Police Department to keep their service handgun following retirement is hereby approved; and

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to sign the Memorandum of Agreement, a copy of which is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on January 22, 2018.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into by and between the City of Grandview (hereinafter referred to as City) and the Teamsters Local No. 760 (hereinafter referred to as Union).

The purpose of this MOA is to modify Article 20 of the CBA to include negotiated and agreed-upon language allowing an officer with 20 years of service to the Grandview Police Department to keep their service handgun following retirement.

The CITY and the UNION agree to the following amendments to the current January 1, 2013, to December 31, 2018, CBA provisions:

### 1. ARTICLE 20 – UNIFORMS, EQUIPMENT & SAFETY

- 20.1 The Employer shall provide all regular employees with the required uniforms and equipment needed in the performance of his duties as determined by the Employer. In addition, the Employer shall also provide normal cleaning up to two (2) uniforms per week or additional cleaning to include extraordinary circumstances and maintenance & repair of items damaged or worn through normal use in the performance of departmental duties.
- 20.2 All protective clothing and safety equipment required of employees in the performance of their duties shall be purchased by and remain the property of the Employer. Upon quitting or discharge, all property of the Employer shall be returned to the Police Chief or his designee.
- 20.3 It shall be the responsibility of all employees to represent the City to the public in a manner which shall be courteous, efficient, and helpful. Personal appearance shall always be neat, with clean clothing and with hair and beards trimmed, in accordance with the Police Department Procedure Manual.
- 20.4 The Employer recognizes the need for the development of safe working practices for every employee and desires to promote on-the-job safety, encouraging the proper design and use of buildings, equipment and other devices. Safety equipment and clothing supplied by the Employer should be utilized by employees while engaged in all duties for the City of Grandview where practical or as directed by the Chief or his representative, and as prescribed by State and Federal laws regarding safety.
- 20.5 An officer in good standing who retires with more than 20 years of service may be allowed to keep a regular duty handgun that was assigned to him during that period. An award of a handgun shall only include one handgun that was assigned to that officer. At the City's discretion, a handgun

awarded to a retiring officer under this section may or may not be the handgun assigned to the officer at the time of his or her retirement. This provision is subject to and does not limit the City Council's authority to declare, and to decline to declare, any item of City property, including a handgun, to be surplus property of the City. Any transfers shall comply with any state or federal firearms laws applicable at that time.

- 20.6 The value of the handgun shall not exceed \$400.00. If the value of the handgun exceeds that amount, the retiring officer shall be given the option of reimbursing the City for the value over \$400.00 in order to obtain the weapon.
- 20.7 The Mayor shall be notified of any proposed award by a written request from the Police Chief. Upon written approval by the Mayor, the Police Chief shall prepare a Notice of Surplus Property to be presented to the City Council.

2. This MOA shall be effective upon signature by all parties.
3. This Agreement may be executed in counterpart and, when signed by all parties, shall be binding upon the parties. Transmission of this Agreement by email attachment (.pdf) and/or facsimile machine showing the original signature of a party shall be considered an original signature and be binding upon the signatory party. Triplicate originals of this Agreement shall be circulated for signature by all parties, so that each party has an original of this Agreement showing signatures of all parties.

City of Grandview:

Teamsters Local Union No. 760

\_\_\_\_\_  
Mayor Norm Childress

  
Leonard Crouch, Secretary-Treasurer

Date: \_\_\_\_\_

Date: 1-5-18

Represented by:

\_\_\_\_\_  
Quinn Plant,  
City Attorney



**RESOLUTION NO. 2018-4**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING A SITE USE AGREEMENT BETWEEN PEOPLE FOR PEOPLE  
AND THE CITY OF GRANDVIEW COMMUNITY CENTER**

**WHEREAS**, People For People Senior Nutrition Program provides food and nutrition services to senior citizens; and,

**WHEREAS**, People For People Senior Nutrition Program desires to provide these services at the Grandview Community Center; and,

**WHEREAS**, the City of Grandview and People For People wish to enter into a Site Use Agreement; and,

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

The Mayor is hereby authorized to sign the Site Use Agreement between People For People and the City of Grandview, in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on January 22, 2018.

**MAYOR**

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**ATTEST:**

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**CITY CLERK**

**APPROVED AS TO FORM:**

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**CITY ATTORNEY**

**SITE USE AGREEMENT**  
**Between**  
**People For People**  
**and**  
**City of Grandview**  
**Grandview Community Center**

THIS AGREEMENT is made and entered into by and between, City of Grandview (hereinafter City), and People For People, a Washington nonprofit corporation.

WHEREAS, People For People Senior Nutrition Program provides food and nutrition services to senior citizens, and

WHEREAS, People For People Senior Nutrition Program desires to provide these services at the Grandview Community Center, whose address is 812 Wallace Way, Grandview, Washington, 98930 in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein it is agreed by and between the City and People For People as follows:

**1. People For People:**

- a. Shall prepare and serve food services to senior citizens at the Grandview Community Center, as contracted by the City, through congregate meals as well as preparing and packaging meals for home delivery to homebound seniors.
- b. Shall use the kitchen, equipment and facilities generally between 7:00 am to 3:00 p.m., Monday, Tuesday, Thursday and Friday, except for Holidays and except when such use is preempted by the City pursuant to paragraph 2(b) below.
- c. Shall leave the kitchen, kitchen facilities/equipment, dishes, glassware, and utensils in a clean and orderly condition. People For People assumes all responsibility for the cleaning of the kitchen and dining areas for each day that People For People uses the facility.
- d. Upon the loss, destruction, or damage to any property at the Grandview Community Center in connection with its food service operations, People For People shall notify the City thereof and shall take all reasonable steps to protect that property from further damage. Furthermore, People For People assumes all responsibility for repairing any equipment, fixtures, or furnishings broken or damaged in the facility as a result of its food service operations.

- e. Shall request permission in advance to use the said facilities and equipment in the event such use is needed outside the said time period.
- f. Shall plan and carry out the operation of the meal site without aid or intervention from the City.

**2. The City:**

- a. Shall provide People For People the use of facilities, equipment, and space for the preparation and serving of meals for the Senior Nutrition program, as contracted by the City, generally from 7:00 am to 3:00 p.m., Monday, Tuesday, Thursday and Friday, except for Holidays and when such use is preempted by the City pursuant to paragraph 2(b) below.
- b. Shall notify People For People at least five (5) business days in advance if the kitchen or dining areas are to be preempted for other use.
- c. Reserves the right to schedule classes and other activities in the Grandview Community Center. The City will make reasonable efforts to ensure that such classes and activities do not interfere with People For People's operations and services.
- d. Shall provide an annual Fire and Life Safety Survey to be performed by the local fire department.
- e. Shall provide an annual Health Inspection of the kitchen and serving area as mandated by State regulation. The Yakima Health District shall perform the inspection.
- f. Shall assure that when the facilities are used by other than People For People's Senior Nutrition program, the kitchen and other facilities have been properly cleaned prior to use by the Senior Nutrition program.

**3. Consideration:**

- a. As consideration for the food services provided pursuant to this Agreement, People For People agrees to pay the City a base minimum of \$425.00 per month.
- b. The City will renegotiate with People For People the monthly base minimum, should the City determine that \$425.00 per month does not cover the increased utilities costs attributable to People For People's food preparation operations and services.

**4. Amendments:**

This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

**5. Term of Agreement:**

The term of this Agreement shall commence on January 1, 2018, or as mutually scheduled and shall end on December 31, 2018.

**6. Taxes and Assessments:**

People For People shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement.

**7. Insurance:**

People For People understands and acknowledges that the City does not provide comprehensive liability insurance coverage for the benefit of People For People, including its officials, officers, agents, and employees. People For People shall maintain a policy of comprehensive liability insurance with combined single limit coverage of at least \$5,000,000 for the duration of this Agreement. The policy shall provide coverage for all activities conducted by People For People at the Grandview Community Center. People For People shall provide the City with a certificate of insurance or insurance binder evidencing that said insurance is in effect. People For People is required to provide 30 days notice of cancellation of such insurance and provide proof of continued coverage.

**8. Non Discrimination:**

With regard to the provision of food services under this Agreement, People For People and the City shall not illegally discriminate against any person on the grounds of race, creed, color, religion, national origin, political affiliation, sex, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical handicap.

**9. Indemnification and Hold Harmless:**

People For People shall indemnify, hold harmless and defend the City, and its elected officials, officers, employees, and agents from and against any and all suits, actions, claims liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of People For People, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of People For People's services, duties and obligations under this Agreement.

The City agrees to hold harmless, indemnify, and defend People For People, its elected officials, officers, employees and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties and obligations under this Agreement.

In the event that the officials, officers, agents, and/or employees of both People For People and the City are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including any reasonable attorney's fees).

Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

People For People hereby releases the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City from any and all liability or responsibility to People For People or anyone claiming through or under People For People by way of subrogation or otherwise, for any loss, expense or damage, even if said loss, expense or damage is caused by the fault or negligence of the City, its elected or appointed officials, employees or volunteers, except to the extent that the City has an indemnification obligation to People For People under this paragraph 9.

Solely for the purposes of its obligations under this Agreement, each party specifically waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51, Revised Code of Washington, for any claims by its employees against the other for bodily injuries or death sustained while performing services hereunder. Further, the indemnification obligations of either party to the other shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under Worker's Compensation Acts, Disability Benefit Acts, or other benefit acts; provided, that each party's waiver of immunity by this provision shall extend only to claims by one party against the other and shall not include or extend to any claims by either party's employees directly against the employer party.

This paragraph nine (9) shall survive the termination of the Agreement.

**10. Assignment:**

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the City to any other person or entity without the prior written consent of People For People. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the City as stated herein.

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by People For People to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of People For People as stated herein.

**11. Waiver of Breach:**

The waiver by People For People or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

**12. Severability:**

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid; the remainder of the Agreement shall remain in full force and effect.

**13. Integration:**

This Agreement sets forth all the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

**14. Termination:**

Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) days advance written notice of termination.

**15. Notices:**

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

THE CITY OF GRANDVIEW

Cus Arteaga  
City of Grandview  
207 W. 2<sup>nd</sup> Street  
Grandview, WA 98930  
(509) 882-9200

PEOPLE FOR PEOPLE:

Madelyn Carlson, CEO  
People For People  
304 W. Lincoln Avenue  
Yakima, WA 98902  
(509) 248-6726

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective at the time mailed or hand delivered at the address specified above. Each party shall provide written notification within 15 calendar days of change of address.

**16. Payment:**

Rent payments will be mailed to the following address:

City of Grandview  
Parks and Recreation Department  
207 W. 2<sup>nd</sup> Street  
Grandview, WA 98930

**17. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**18. Venue:**

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington, Yakima County.

THE CITY OF GRANDVIEW

PEOPLE FOR PEOPLE, a Washington  
nonprofit corporation

By: \_\_\_\_\_  
Norm Childress, Mayor

By:  \_\_\_\_\_  
Leigh Anderson, CFO

Date: \_\_\_\_\_

Date: 1.10.2018

**RESOLUTION NO. 2018-5**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING TASK ORDER NO. 2018-01 WITH HLA ENGINEERING AND  
LAND SURVEYING, INC., FOR THE ELM STREET AND FIR STREET  
SIDEWALK IMPROVEMENTS**

**WHEREAS**, the City of Grandview has entered into a General Services Agreement with Huibregtse, Louman Associates, Inc., (HLA) for work pursuant to task orders; and,

**WHEREAS**, the City would like enter into a Task Order with HLA for the Elm Street and Fir Street Sidewalk Improvements,

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

The Mayor is hereby authorized to sign Task Order No. 2018-01 in the amount of \$101,320.00 with HLA Engineering and Land Surveying, Inc., for the Elm Street and Fir Street Sidewalk Improvements in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on January 22, 2018.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**



**TASK ORDER NO. 2018-01**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

**Elm Street and Fir Street Sidewalk Improvements**

HLA Project No. 17141E

The City of Grandview (CITY) has received funding from the Washington State Department of Transportation Safe Routes to School program for sidewalk and safety improvements in the form of a \$354,900 grant with \$68,500 City contribution. Funding is for the Elm Street and Fir Street Sidewalk Improvements necessary to improve safe routes to the Smith Elementary School and Grandview Adventist Junior Academy.

WSDOT obligated design engineering funding on November 29, 2017, therefore Engineering design work may begin immediately following Task Order approval. Construction is anticipated to occur in 2018.

**SCOPE OF SERVICES:**

HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and estimate) to consist of constructing curb and gutter, sidewalks, crosswalk and speed feedback signs, and storm drainage improvements. Services will also include environmental process, advertising and bidding services, recommendation of contract award to the lowest responsible bidder, and engineering services during construction.

HLA shall provide the following services:

**Engineering Design Services**

1. Call for utility locates prior to survey and perform topographic survey of the project area.
2. Prepare site topographic survey in AutoCAD format showing field located improvements and utilities.
3. Attend one (1) design meeting with the CITY to obtain input regarding existing and proposed improvements.
4. Determine preliminary stormwater flows and quantities from the new road surface. Consider stormwater treatment and disposal options to meet local CITY requirements. Anticipated stormwater practices include a water quality treatment device and a subsurface infiltration system.
5. Prepare complete plan set including plan sheets with construction notes and plan details.
6. Prepare final construction cost estimate.
7. Prepare final project specifications.
8. Submit final documents to the CITY for review and approval.
9. Transmit plans to dry utility companies including power, cable, natural gas, and telephone to advise them of pending construction.

10. Incorporate CITY review comments, and provide final construction documents for bidding approval.
11. Prepare advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees to be paid by the CITY.
12. Provide contract documents to potential bidders, as requested, and maintain plan holders list.
13. Prepare up to two (2) addenda to contract documents.
14. Answer questions during bidding from prospective bidders.
15. Attend project bid opening, check and tabulate bids, and make recommendation of award to lowest responsible bidder.

#### **Environmental Services**

1. Assist with coordination of the project EO 05-05 Process. The 05-05 may include correspondence initiation, Cultural Resource Report to be completed by a subconsultant, and additional correspondence for Cultural Resource Report approval.
2. Assist with preparation of the project SEPA Checklist for action by the CITY. All fees to be paid by the CITY.

#### **Engineering Services During Construction**

1. Following award of the Contract by the CITY, prepare Notice of Award to the Contractor.
2. Assist in reviewing bond and insurance, and prepare contracts.
3. Coordinate and conduct preconstruction conference, followed by issuance of Notice to Proceed.
4. Furnish the field survey crew necessary to set horizontal and vertical control for the improvements authorized for construction.
5. Provide staking for construction including structures, curb and gutter, sidewalk and subgrade elevations.
6. Provide submittal review for project materials as provided by the Contractor per the project specifications.
7. Attend construction meetings associated with civil improvements, anticipated once per week during the duration of the improvements.
8. Furnish a qualified resident engineer who shall make construction observations and be on the job at all times significant work is in progress, whose sole duty shall be to provide surveillance of project construction for substantial compliance with plans and specifications.
9. Prepare construction progress reports for the days during which a resident engineer is present.
10. Recommend progress payments for the Contractor to the CITY.
11. Prepare and submit proposed contract change orders when applicable.
12. Conduct final inspection and prepare list of items to be corrected, and provide to the CITY.
13. Prepare record drawings of civil-related improvements based on the Contractor's as-built plans.

### Additional Services

1. Provide professional engineering and land surveying services for additional work requested by the CITY that is not included above.

### Items to be Furnished and Responsibility of CITY

1. Provide full information as to CITY requirements of the PROJECT.
2. Pay for project advertising, notices or other publication as may be required by the funding source.
3. Assist HLA by placing at their disposal all available information pertinent to the site of the PROJECT including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of HLA.

### TIME OF PERFORMANCE:

Following authorization to proceed, HLA will diligently pursue completion of the Project with the following schedule anticipated:

1. Completion of plans, specifications, opinion of cost, and bidding services within ninety (90) working days following authorization to proceed.
2. Environmental Services within one hundred and twenty (120) working days following authorization to proceed.
3. It is estimated construction of improvements will be completed within twenty-five (25) working days following award of the contract and notice to proceed.
4. Time for completion of work directed by the CITY under Additional Services shall be negotiated and mutually agreed upon at the time of service request by the CITY.

### FEE FOR SERVICE:

All work for Design Engineering Services shall be performed for the Lump Sum fee of \$48,160.00.

Environmental Services shall be completed on an hourly basis, at normal hourly billing rates, for the estimated maximum fee of \$5,000.00.

Engineering Services During Construction shall be completed on an hourly basis, at normal hourly billing rates, for the estimated maximum fee of \$48,160.00. If the Contractor is granted additional working days beyond those identified in the Time of Performance than work shall be considered Additional Services.

Additional Services, as directed/authorized by the CITY, shall be completed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses.

Proposed:

  
HLA Engineering and Land Surveying, Inc.  
Michael T. Battle, President

12/19/2017  
Date

Approved:

\_\_\_\_\_  
City of Grandview  
Norm Childress, Mayor

\_\_\_\_\_  
Date

**RESOLUTION NO. 2018-6**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT  
WITH YAKIMA COUNTY FOR ON-CALL SERVICES  
ON FEDERAL FUNDED PROJECTS**

**WHEREAS**, the City desires to use federal funds to undertake current and future City projects; and,

**WHEREAS**, the expenditure of federal funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and,

**WHEREAS**, the City is not presently certified to administer federal aid projects; and,

**WHEREAS**, the County is presently certified to administer federal aid projects; and,

**WHEREAS**, The Local Agency Guidelines provides that a noncertified local agency may enter into agreement with a CA agency to have the CA agency perform project development and/or contract administration; and,

**WHEREAS**, the City may also require Right-of-Way Services, Engineering, Land Surveying, and/or Construction Management services from time to time to augment City Staff for these projects, and,

**WHEREAS**, the County has an established organization that is capable of providing Right-of-Way Services, Engineering, Land Surveying, and Construction Management services and is empowered to provide such services to other governmental agencies pursuant to Chapter 39.34 RCW; and,

**WHEREAS**, the City, assures the County that the City's request for services under this Agreement is not intended to exclude the use of Private Consultants by the City; and,

**WHEREAS**, the City may desire to obtain such services from the County and the County is willing to furnish such services to the City, and both deem it in the interest of the public to enter into this Agreement; and,

**WHEREAS**, the actual work to be performed shall be specified in a Task Assignment signed by both parties; and,

**WHEREAS**, the City shall pay for any work identified in a Task Assignment as specified by the terms of the Task Assignment and this Agreement;

**WHEREAS**, the accomplishment of the project is a benefit to the regional transportation system,

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

The Mayor is hereby authorized to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special on January 22, 2018.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**CITY OF GRANDVIEW AND YAKIMA COUNTY  
INTERLOCAL AGENCY AGREEMENT  
FOR ON-CALL SERVICES ON  
FEDERAL FUNDED PROJECTS**

THIS AGREEMENT is entered into between Yakima County, Washington (hereinafter the "County") through its Public Services Department whose address is 128 North 2nd Street, Yakima, Washington, 98901, and the City of Grandview (hereinafter the "City") whose address is 207 West Second Street, Grandview, Washington, 98930, pursuant to RCW 39.34.080.

WHEREAS, the City desires to use federal funds to undertake current and future City projects; and,

WHEREAS, the expenditure of federal funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and,

WHEREAS, the City is not presently certified to administer federal aid projects; and,

WHEREAS, the County is presently certified to administer federal aid projects; and,

WHEREAS, The Local Agency Guidelines provides that a noncertified local agency may enter into agreement with a CA agency to have the CA agency perform project development and/or contract administration; and,

WHEREAS, the City may also require Right-of-Way Services, Engineering, Land Surveying, and/or Construction Management services from time to time to augment City Staff for these projects, and,

WHEREAS, the COUNTY has an established organization that is capable of providing Right-of-Way Services, Engineering, Land Surveying, and Construction Management services and is empowered to provide such services to other governmental agencies pursuant to Chapter 39.34 RCW; and,

WHEREAS, the City, assures the COUNTY that the City's request for services under this AGREEMENT is not intended to exclude the use of Private Consultants by the City; and,

WHEREAS, the City may desire to obtain such services from the COUNTY and the COUNTY is willing to furnish such services to the City, and both deem it in the interest of the public to enter into this AGREEMENT; and,

WHEREAS, the actual work to be performed shall be specified in a Task Assignment signed by both parties; and,

WHEREAS, the City shall pay for any work identified in a Task Assignment as specified by the terms of the Task Assignment and this AGREEMENT;

WHEREAS, the accomplishment of the project is a benefit to the regional transportation system,

NOW, THEREFORE, in consideration of the stated premise and in the interest of providing assistance to the City in the above mentioned areas, the parties hereto agree as follows:

## **I GENERAL**

- A. The COUNTY shall provide the City with Engineering, Land Surveying and Construction Inspection services. Any such services shall conform to the Standards and Guidelines commonly established for these services. All work to be performed shall be identified in a Task Assignment signed by both parties.
- B. The normal workload of the County will be evaluated prior to accepting any Task Assignment. Once a Task Assignment is accepted by the County, any work performed under the Task Assignment shall be pursued with care and diligence, making every effort to meet the schedule established by the City in the Task Assignment. The COUNTY shall promptly notify the City of any hardship or other inability to meet the schedule identified in the Task Assignment.
- C. This AGREEMENT may be increased or decreased in scope or character of work to be performed if such change becomes necessary, but any such change shall be accomplished by written supplement executed by all parties to said AGREEMENT.
- D. The parties shall agree on a satisfactory completion date for work performed under any Task Assignment ("work completion date"), which shall be specified in the Task assignment. The City shall, upon satisfactory completion of work performed pursuant to a Task Assignment, issue a letter of acceptance that shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under the Task Assignment. If the COUNTY does not receive a letter of acceptance within 90 days following the work completion date, the work will be considered accepted by the City. The City may withhold acceptance of work by submitting written notification to the COUNTY within a 90-day period. This notification shall include the reasons for withholding acceptance.

## **II WORK ASSIGNMENT/REQUEST**

- A. Specific assignments shall be made in the form of a written Task Assignment to the COUNTY by the City and signed by both parties. Each Task Assignment shall contain an agreed upon budget and schedule for all services to be rendered. City approval is required for budget and schedule changes. The City shall make such assignments before any work is commenced by the County.
- B. The City shall make available to the COUNTY all information that has been compiled by or is available to the City concerning the project to be completed.
- C. The COUNTY shall furnish all labor, materials, supplies, and incidentals necessary to complete the work assigned by the City and shall furnish to the City all information prepared by the COUNTY in performance of each task.

## **III PAYMENT**

The COUNTY shall be paid by the City for completed work and for services rendered under this AGREEMENT and associated Task Assignments, upon acceptance by the City, as provided hereinafter.

Such payment shall be full compensation for work performed or services rendered and accepted by the City and for all labor, materials, supplies, and incidentals necessary to complete the work. The COUNTY acknowledges and agrees that only those costs actually allocable to a project shall be charged to such project.

- A. The COUNTY shall be reimbursed in full by the City for its direct and related indirect costs accumulated in accordance with its current accounting procedures. The reimbursement amount shall not exceed \$5,000 (five thousand dollars) without written authorization from the City.
- B. Partial payments will be made by the City within 30 days of receipt of the billings from the COUNTY. Billings will not be more frequent than one per month. It is agreed that payment of any particular claim will not constitute agreement as to the appropriateness of any item and that at the time of final billing all required adjustments will be made.
- C. Upon termination of this AGREEMENT as provided in Section VI, the COUNTY shall be paid by the City for services rendered to the effective date of termination less all payments previously made. No payment shall be made by the CITY for any expense incurred or work done following the effective date of termination unless authorized, in writing, by the City.
- D. Final payment of any balance due the COUNTY of the ultimate gross reimbursable amount, prior to the effective date of termination, will be made upon ascertainment of such balance by the COUNTY and certification thereof to the City.

#### IV LEGAL RELATIONS

- A. **INDEMNIFICATION:** The City does hereby release, indemnify and provide to defend and save harmless Yakima County from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City in defense thereof, asserted or arising directly on account of or out of acts or omissions of the City and their City's agents, employees and contractors in the exercise of the rights herein; PROVIDED, this paragraph does not purport to indemnify the County against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of (a) County or County's agents or employees; and PROVIDED FURTHER, that if the claims or damages are caused by a result from the concurrent negligence of the County, its authorized agents, officers or employees and (b) City's authorized agents, officers or employees or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City or its authorized agents, contractors or employees. Nothing in this indemnification clause shall be construed to apply to any actions, proceedings, suits, or claims for inverse condemnation, or condemnation, arising under Title 8, Chapter 8.08, Sections 8.08.005 thru 8.08.130 of the Revised Code of Washington or otherwise.
- B. City's Waiver of Employer's Immunity under Title 51 RCW: The City intends that its obligations to indemnify, defend, and hold harmless employee contributions set forth above in sections A, above, shall operate with full effect regardless of any provision contrary tin Title 51 RCW, Washington Industrial Insurance Act. Accordingly, the City specifically assumes all potential liability for defense and payment of judgement in all actions brought to employees of the City against the County and its officers, employees, and volunteers, and for the purposes of enforcing the City's obligations to



indemnify, defend, and hold harmless set forth above in section 4, the City, specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The City shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

**C. DISPUTE RESOLUTION:**

1. The City and the COUNTY shall confer to resolve disputes that arise under this AGREEMENT as requested by either party.
2. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this agreement:

Cus Arteaga, City of Grandview  
County Engineer, Yakima County

- D. The City and the COUNTY agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted. Laws, venue, jurisdiction. This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
- E. **TERM:** The initial term of this contract will be for a period of one year from the effective date. The County may, at its option, extend the contract on a year to year basis for up to four additional years provided however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the County provides advance notice of the intention to not renew or the compensation established in section 3 is exhausted.

**V.  
NONDISCRIMINATION**

The City and COUNTY mutually agree that neither entity will discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation. The City and COUNTY, and any subcontractors employed by either entity shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a) in the selection and retention of agents, subcontractors or in the procurement of services or materials, leases, or equipment. These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

**VI  
COMMENCEMENT AND TERMINATION OF AGREEMENT**

The work is of a continuing nature and will be in force as of the date of this AGREEMENT. The COUNTY may terminate this AGREEMENT at any time upon not less than sixty (60) days written notice to the CITY with or without cause. The CITY may terminate this AGREEMENT or Task Assignment at any time, as provided in paragraph (E), above; provided that the CITY agrees to reimburse the COUNTY for all direct and indirect costs incurred for work performed and accepted by the CITY up to the date of termination. Upon termination of this AGREEMENT, the COUNTY will turn over to the City all Project records.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date executed by both parties.

DONE this \_\_\_\_ day of \_\_\_\_\_ 2018.

CITY OF GRANDVIEW

BOARD OF YAKIMA COUNTY  
COMMISSIONERS

\_\_\_\_\_  
Mayor Norm Childress

\_\_\_\_\_  
Ron Anderson, Chairman

Attest:

\_\_\_\_\_  
Anita Palacios, City Clerk

\_\_\_\_\_  
Michael D. Leita, Commissioner

Approved as to form:

\_\_\_\_\_  
J. Rand Elliott, Commissioner  
*Constituting the Board of County  
Commissioners  
for Yakima County, Washington*

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date Signed

Attest:

\_\_\_\_\_  
Linda Kay O'Hara, Deputy Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

**RESOLUTION NO. 2018-7**

**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 DESIGN  
PHASE OF THE EAST WINE COUNTRY ROAD RESURFACING**

**WHEREAS**, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB funds in the amount of \$310,617 for the 2017 Arterial Preservation Program to include East Wine Country Road from the SVID canal crossing to east City limits; and,

**WHEREAS**, the City has selected HLA Engineering and Land Surveying, Inc., to provide professional engineering services for the design 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 2019 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(007)-1 to include the design of the East Wine Country Road Resurfacing from the SVID canal crossing to the east City limits in the form as is attached hereto and incorporated herein by reference in the amount of \$32,610.00.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on January 22, 2018.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**



# Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER <b>3-E-183(007)-1</b>		PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT TITLE & WORK DESCRIPTION <b>Wine Country Road Resurfacing</b> <b>Grind and overlay 0.2' depth, full width, adjust utilities, and replace pavement markings.</b>			
CONSULTANT NAME & ADDRESS <b>HLA Engineering and Land Surveying, Inc. 2803 River Road, Yakima, WA 98902</b>			
<b>AGREEMENT TYPE (check one)</b>			
<input checked="" type="checkbox"/> <b>LUMP SUM \$32,610</b> <input type="checkbox"/> <b>COST PLUS FIXED FEE</b> <div style="margin-left: 200px;">OVERHEAD PROGRESS PAYMENT RATE _____ %</div> <div style="margin-left: 100px;">OVERHEAD COST METHOD</div> <div style="margin-left: 200px;"> <input type="checkbox"/> Actual Cost  <input type="checkbox"/> Actual Cost Not To Exceed _____ %  <input type="checkbox"/> Fixed Rate _____ %         </div> <div style="margin-left: 100px;">FIXED FEE \$ _____</div>			
<input type="checkbox"/> <b>SPECIFIC RATES OF PAY</b> <div style="margin-left: 200px;"> <input type="checkbox"/> Negotiated Hourly Rate  <input type="checkbox"/> Provisional Hourly Rate         </div>			
<input type="checkbox"/> <b>COST PER UNIT WORK</b>			
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %		WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	
COMPLETION DATE <b>9/30/2018</b>		MAXIMUM AMOUNT PAYABLE <b>\$32,610</b>	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 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.



- 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(007)-1	City of Grandview
-------------------------------	-------------------

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.

1/2/2018  
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(007)-1

**Describe the Scope of Work**

Perform field investigation and limited topographic survey, as needed; prepare design plans, specifications and estimate for review by the City and funding agency; provide contract documents for bid opening; advertise project for bids (paid for by the City); answer bid questions; prepare and issue addenda; attend bid opening, review and tabulate bids; make recommendation of award.

**Documents to be Furnished by the Consultant**

Required documents for funding agency; preliminary and final plans and specifications; electronic and ten (10) hard copies of project contract documents for bidding; Engineer's estimate and bid opening tabulation summary; recommendation of award letter; and notice of award letter to the lowest responsible bidder.

## **EXHIBIT C-1**

### **Payment**

#### **(Lump Sum)**

#### **A. Lump Sum Agreement**

Payment for all consulting services for this project shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.

The maximum amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

#### **B. Monthly Progress Payments**

Partial payments may be made upon request of the CONSULTANT to cover the percentage of work completed and are not to be more frequent than one (1) per month.

#### **C. Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount 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 the AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment 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 the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

#### **D. Inspection of Cost Records**

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY and/or the 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 arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.



**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 12/12/2017	
Project Wine Country Road Resurfacing					
<b>Negotiated Rates</b>					
Classification	Man Hours		Rate		Cost
Licensed Principal Engineer	12	x	\$202.00	=	\$2,424.00
Licensed Professional Engineer	80	x	\$165.00	=	\$13,200.00
Licensed Land Surveyor	10	x	\$150.00	=	\$1,500.00
Surveyor	32	x	\$107.00	=	\$3,424.00
CAD Technician	80	x	\$119.00	=	\$9,520.00
Word Processing Technician	24	x	\$79.00	=	\$1,896.00
<b>TOTAL DSC</b>					<b>\$31,964</b>
<b>REIMBURSABLES</b>					
Mileage (540 miles x \$0.55/miles)					\$297.00
Printing/Plotting/Postage					\$349.00
SUBCONSULTANT COST (See Exhibit G)					\$
<b>GRAND TOTAL</b>					<b>\$32,610.00</b>



**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.

## **RESOLUTION NO. 2018-8**

### **A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, APPROVING THE GOVERNANCE AGREEMENT FOR THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS (YVCOG)**

**WHEREAS**, the Yakima Valley Conference of Governments (YVCOG) was established in 1966 as the regional transportation planning organization for Yakima County, Washington. The original agreement was executed by Yakima County, the cities of Grandview, Granger, Harrah, Mabton, Moxee, Naches, Selah, Sunnyside, Tieton, Toppenish, Union Gap, Wapato, Yakima and Zillah; and

**WHEREAS**, YVCOG's Articles of Association and Bylaws were adopted as well and have subsequently been revised as needed; and

**WHEREAS**, the members of YVCOG desire to reaffirm the Origin Document lost in a fire in the 1990s with a comprehensive agreement confirming YVCOG's organizational structure as well as rights and responsibilities as the Yakima County Regional Transportation Planning Organization (RTPO) and the Yakima County Metropolitan Planning Organization (MPO); and

**WHEREAS**, the members of the YVCOG Board of Directors, in consultation with the Executive Director and Legal Counsel have made a detailed review of the available Origin Documents and the Yakima Valley Conference of Governments Governance Agreement and the Bylaws of the YVCOG; and

**WHEREAS**, the members of the YVCOG Board of Directors have voted to recommend approval of the Governance Agreement; and

**WHEREAS**, the City of Grandview has reviewed the Governance Agreement and finds that it will clarify and solidify the governance of YVCOG, that it will establish the purposes and activities of YVCOG and that it should be approved; and

**WHEREAS**, the City of Grandview wishes to commence the effectiveness of the Governance Agreement in an orderly fashion and in harmony with the other member entities;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW**, as follows:

1. The City of Grandview hereby approves and agrees to the terms and conditions of the Yakima Valley Conference of Governments Governance Agreement attached hereto as Exhibit A and authorizes the Mayor to execute the same on behalf of the City of Grandview.

2. This resolution shall take effect, if at all and only if, the Yakima Valley Conference of Governments Governance Agreement of the Yakima Valley Conference of Governments has been ratified without substantial alteration by Yakima County and at least sixty percent (60%) of the cities and towns within the YVCOG area (as described in the Yakima Valley Conference of Governments Governance Agreement) with such cities and town representing seventy-five percent (75%) of the cities' and towns' aggregate population ("Ratification"). Upon Ratification, the Origin Documents shall be of no further force or effect. Should Ratification not occur this resolution shall be of no force or effect unless re-adopted.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on January 22, 2018.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**YAKIMA VALLEY CONFERENCE OF GOVERNMENTS  
GOVERNANCE AGREEMENT**

This Interlocal Cooperation Agreement is made by and between Yakima Valley Conference of Governments (YVCOG) Yakima County, City of Grandview, City of Granger, Town of Harrah, City of Mabton, City of Moxee, Town of Naches, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Wapato, City of Yakima, City of Zillah, and the Confederated Tribes and Bands of the Yakama Nation, (each hereafter referred to as a "Member" or collectively, as "Members") for the purpose of confirming, organizing and maintaining a regional agency known as Yakima Valley Conference of Governments.

This agreement terminates and supersedes in all respects the Yakima Valley Conference of Governments Interlocal Cooperation Agreement dated February 7, 1994. The YVCOG's Articles of Association and Bylaws remain in full effect. In the event of conflicting provisions, the Articles and Bylaws shall prevail.

**RECITALS:**

**WHEREAS**, Yakima Valley Conference of Governments was established in 1966 and has served as a regional agency serving the individual and collective interests of participating member cities, towns, communities and political subdivisions within Yakima County, Washington; and

**WHEREAS**, RCW 36.64.080 authorizes counties, cities, towns and other participating political subdivisions to establish a regional agency (i.e. "Conference"), for the purpose of studying, coordinating, assisting and managing matters of regional or governmental interest and concern, including but not limited to transportation, land use planning, codes and ordinances, comprehensive facility and land use planning, government finances, air and water quality, regional and local social services, and other matters of local and regional interest or significance; and

**WHEREAS**, Federal transportation legislation (23 U.S.C. 134 and 49 U.S.C. 5303) requires the designation, by agreement between the Governor of the State of Washington and units of general purpose local government, of a Metropolitan Planning Organization (MPO) which, in cooperation with the State of Washington is to develop transportation plans and programs for urbanized areas of Washington State; and

**WHEREAS**, YVCOG has been designated as MPO for Yakima County with responsibility for implementing national policy set forth in 23 CFR §§450.300-.338 the local urbanized area including a continuing, cooperative, and comprehensive performance-based multimodal transportation planning process, together with development of a metropolitan transportation plan and a transportation improvement program (TIP); and

**WHEREAS**, State of Washington authorizes formation of a Regional Transportation Planning Organization (RTPO) through the voluntary association of local governments within a county (RCW 47.80.020); provided each RTPO shall encompass at least one complete county, have a population of at least 100,000 and have as members all counties within the region and at least sixty percent of the cities and towns collectively representing a minimum of seventy-five percent of the population of all incorporated municipalities; and

**WHEREAS**, each RTPO formed by local governments is required to create a transportation policy board in accordance with RCW 47.80.040 which board shall provide policy advice to the RTPO and shall allow representatives of major employers within the region, the department of transportation, transit districts, port districts, and member cities, towns, and counties within the region to participate in policy making; and



**WHEREAS**, RCW 47.80.020 provides that the RTP0 in an urbanized area shall be the same as the MPO designated for federal transportation planning purposes; and

**WHEREAS**, in accordance with applicable federal and state laws, the Members affirm and ratify the formation and continuation of a unified metropolitan and regional transportation planning program to carry out the responsibilities of the MPO and RTP0, as well as other responsibilities determined by YVCOG (Articles of Association and Bylaws, attached as Exhibits A and B); and

**WHEREAS**, Yakima Valley Conference of Governments (YVCOG) has been designated as the lead planning agency and fiscal agent for the Metropolitan Planning Organization and the Regional Transportation Planning Organization; and

**WHEREAS**, the Washington State Growth Management Act, Chapter 36.70A RCW, requires the coordinated countywide planning by counties, cities, towns and other political subdivisions that develops and implements policies for contiguous and orderly growth, provision of urban services, siting of capital facilities, transportation, planning, consideration of needs for affordable housing, economic development and employment, and other comprehensive planning matters; and

**WHEREAS**, the Members executing this Agreement confirm and represent that each of the Members has adopted one or more resolutions authorizing the execution of this Agreement, and that such resolutions are in all ways valid and binding; and

**WHEREAS**, the Yakima Valley Conference of Governments has been and may be named as a subrecipient on federal and state transportation planning grant funds; and

**WHEREAS**, the Yakima County Commissioners authorized the execution of this Agreement by Resolution No. 2017-AA, adopted on December, 2017;

**WHEREAS**, the Confederated Tribes and Bands of the Yakama Nation Tribal Council authorized the execution of this Agreement by Resolution No. 2017-BB adopted on December, 2017;

**WHEREAS**, the City of Grandview Council authorized the execution of this Agreement by Resolution No. 2018-8 adopted on January 22, 2018;

**WHEREAS**, the City of Granger Council authorized the execution of this Agreement by Resolution No. 2017-DD adopted on December, 2017;

**WHEREAS**, the Town of Harrah Council authorized the execution of this Agreement by Resolution No. 2017-EE adopted on December, 2017;

**WHEREAS**, the City of Mabton Council authorized the execution of this Agreement by Resolution No. 2017-FF adopted on December, 2017;

**WHEREAS**, the City of Moxee Council authorized the execution of this Agreement by Resolution No. 2017-GG adopted on December, 2017;

**WHEREAS**, the Town of Naches Council authorized the execution of this Agreement by Resolution No. 2017-HH adopted on December, 2017;

**WHEREAS**, the City of Selah Council authorized the execution of this Agreement by Resolution No. 2017-II adopted on December, 2017;

**WHEREAS**, the City of Sunnyside Council authorized the execution of this Agreement by Resolution No. 2017-JJ adopted on December, 2017;

**WHEREAS**, the City of Tieton Council authorized the execution of this Agreement by Resolution No. 2017-KK adopted on December, 2017;

**WHEREAS**, the City of Toppenish Council authorized the execution of this Agreement by Resolution No. 2017-LL adopted on December, 2017;

**WHEREAS**, the City of Union Gap Council authorized the execution of this Agreement by Resolution No. 2017-MM adopted on December, 2017;

**WHEREAS**, the City of Wapato Council authorized the execution of this Agreement by Resolution No. 2017-MM adopted on December, 2017;

**WHEREAS**, the City of Yakima Council authorized the execution of this Agreement by Resolution No. 2017-NN adopted on December, 2017;

**WHEREAS**, the City of Zillah Council authorized the execution of this Agreement by Resolution No. 2017-PP adopted on December, 2017;

**NOW, THEREFORE**, pursuant to the above recitals that are incorporated into this Interlocal Cooperation Agreement as if included below, and in consideration of the terms and conditions set forth below, it is hereby agreed as follows:

## **Section 1 PURPOSES**

This Interlocal Cooperation Agreement is authorized by Interlocal Cooperation Act (RCW Ch. 39.34) for the following purposes:

- A. To establish, organize and maintain a regional agency pursuant to RCW 36.64.080 for the purpose of implementing study of regional and governmental issues of mutual interest and concern including transportation study and planning;
- B. To implement and perform the function and duties of a Regional Transportation Planning Organization (RTPO) for Yakima County as set forth in RCW 47.80.023 and WAC Ch. 468-86, as currently adopted or hereafter amended;
- C. To implement and perform the duties and functions of a Metropolitan Planning Organization (MPO) for the Yakima Valley Urbanized Area as such Area's boundaries are defined now or in the future, and as set forth in 23 U.S.C. 134 and 49 U.S.C. 5303 as currently adopted or hereafter amended and 23 CFR Parts 450 and 500 and 40 CFR Part 613, as currently adopted or as amended;
- D. To carry out the purposes outlined in its Articles of Association, as amended, attached as Exhibit A and fully incorporated herein;
- E. To assist in the planning and coordination of projects and programs which may involve federal and/or state financial participation and to assist in review of such projects and programs to assure compliance with area wide comprehensive plans;
- F. To contract or hire technical and administrative staff to provide and perform services with respect to conference programs, plans and activities including planning, grant administration and other services.

## **Section 2**

### **FUNCTIONS AND AUTHORITIES**

**A. Transportation.** YVCOG shall perform the duties and responsibilities of an RTPO and MPO as prescribed in applicable federal and state laws and regulations and serve as a conference pursuant to RCW 36.64.080. Transportation planning and responsibilities are specifically delegated to the Transportation Policy Board. Such responsibilities with respect to transportation shall include but not be limited to the following:

1. Prepare and periodically update a transportation strategy for the region. The strategy shall address alternative transportation modes and transportation demand management measures in regional quarters and shall recommend preferred transportation policies to implement adopted growth strategies. The strategy shall serve as a guide in preparation of the regional transportation plan.
2. Prepare a Regional Transportation Plan ("RTP") that is consistent with countywide planning policies, county, city and town comprehensive plans, and state transportation plans. The RTP will be developed in accordance with RCW 47.80.030 and will establish planning direction and strategies for regionally significant transportation projects, as defined in state law and shall be consistent with the regional growth management strategy, including but not limited to:
  - a. Certify that transportation elements of local comprehensive plans are consistent with the regional transportation plan.
  - b. Certify that all transportation projects within the region that have a significant impact upon regional facilities or services are consistent with the RTP.
3. Develop in cooperation with WSDOT, local governments and operators of public transportation services a six-year regional transportation improvement plan.
4. Carry out Metropolitan Planning Organization (MPO) functions as prescribed in Title 23 USC §134 and 49 USC §5303 for federally funded projects in the region and /or as required by federal and/or state laws and regulations that are applicable to the MPO, now or in the future. These functions include preparation of a RTP, an annual Unified Planning Work Program (UPWP), and a four-year capital plan (with an annual element).
5. Develop, coordinate, collect and maintain transportation related databases and transportation-related information for the members.
6. Develop and review transportation system level of service methodologies and standards, and work with cities, county, WSDOT and transit agencies on level of service standards and alternative transportation performance measures.
7. Perform such other transportation planning related functions as the Policy Board may hereinafter determine to be in the best interests of the Members.

## **B. Homelessness.**

The Conference shall work with member agencies to reduce homelessness within the Yakima Valley. The Conference shall develop and update as needed a strategic plan to reduce homelessness. The Conference shall participate with the Continuum of Care (CoC), as defined by the Department of Housing and Urban Development (HUD), for Yakima County. The Conference shall also work with agencies seeking to aid homeless individuals and families and other community stakeholders, where appropriate, on the following:

1. Develop, implement, and update as needed a comprehensive countywide five-year homeless plan with input and participation from the CoC, the Homeless Network of Yakima, the HPPC and other community stakeholders;
2. Regularly review and evaluate homeless and housing data to determine the effectiveness of the local strategies and objectives identified in the five year plan and bring data to the CoC and HPPC for review and comment;
3. Establish performance outcomes and targets to measure and evaluate the effectiveness of funded programs tailored to those programs funded through the YVCOG process;
4. Establish and publish a transparent funding distribution process to solicit, screen, review, score and rank potential projects to equitably distribute federal, state and local funding to programs addressing homelessness and homeless individuals in Yakima County.
5. Support or serve as the "Collaborative Applicant" for the HUD Continuum of Care program by annually reviewing, scoring and prioritizing new and renewal projects.
6. Additional purposes of the HUD Continuum of Care program (as may be administered by YVCOG or another HUD-approved entity) are to:
  - a. Serve as the annual homeless assistance application to HUD for funding to support housing and services targeted for homeless sub-populations;
  - b. Serve as a strategic planning body for addressing homelessness in our region, through the Homeless Policy and Planning Committee (HPPC), consisting of stakeholders and service providers;
  - c. Coordinate the annual Point in Time count of the homeless;
  - d. Maintain the Homeless Management Information System (HMIS) and provide training to service providers when necessary;
  - e. Maintain the Coordinated Entry and Referral System;

**C. Research and Planning.** The Conference may act as a research and fact-finding agency of the members. To that end, it may make such surveys, analyses, studies and reports as authorized or requested by the Executive Committee. The Conference upon such authority or request may also:

1. Make inquiries, investigations, and surveys concerning the resources of Yakima County.
2. Assemble and analyze obtained data and develop systematic utilization thereof.
3. Cooperate with other commissions and public and private agencies of Yakima County, Washington, State, and the United States in planning endeavors.
4. Develop programs of Intergovernmental cooperation for the benefit of members.

**D. Technical Assistance.** The Conference may provide technical assistance to local, state and federal governments through regional data collection and forecasting services, consistent with the purpose, functions, and budget of the agency. In addition, the Conference may provide technical assistance with respect to transportation, economic development, land use and other planning and program functions as authorized by the Executive Committee. The Conference may also provide technical assistance to other agencies not listed herein, provided such agency is an approved Associate Member in good standing per the Articles of Association.

**E. Discussion Forum.** The Conference may provide a forum for discussion among local, state and federal officials together with other interested parties on issues or matters of common regional interest or significance.

**F. Other Functions.** The Conference shall, insofar as possible:

1. Coordinate general planning among and for the participating members;
2. Provide a written report to the members each year;
3. Prepare, approve and administer an annual budget, which includes setting the amount Voting Members' and non-voting Members' dues; hire an Executive Director (who shall hire and supervise employees); hire consultants; engage professional accounting, legal and other services as needed; sue and be sued; and
4. Other such additional, modified or removed functions and authorities as shall be authorized by the Executive Committee.

### **Section 3**

#### **BYLAWS**

The authority to make, amend, or repeal bylaws is vested in the Conference so long as such bylaws are consistent with the provisions of the Articles of Association and applicable laws. Bylaws for the Conference, as revised, are included in Exhibit B, attached hereto and fully incorporated herein.

### **Section 4**

#### **JURISDICTIONAL BOUNDARY**

The Regional Transportation Planning Organization (RTPO) boundaries include all of Yakima County, which area is designated as the Yakima Valley Metropolitan Statistical Area (MSA) by the federal Office of Management and Budget Office. The Metropolitan Planning Area (MPA) boundary consists of the Urbanized Area ("UZA") as defined by the US Census, the contiguous geographic areas likely to become urbanized in the next 20 years, plus the adopted Urban Growth Areas of Selah, Moxee, Naches, Yakima and Union Gap. The MPO was established in 1974 by the Governor of the State of Washington. The RTPO was established in 1991. All references to the "region" or "Valley" in this agreement shall mean the political boundaries of Yakima County unless changed by the Policy Board.

### **Section 5**

#### **MEMBERSHIP, EXECUTIVE COMMITTEE AND POLICY BOARDS.**

**A. Governing Body – Members.** The Conference shall be governed by its membership in accordance with its organizational documents (the Articles of Association and Bylaws, as revised; Exhibits A and B) in this agreement. Membership in the Conference shall include representatives of the participating members including the county, cities, towns, ports or other municipal corporations and Tribal governments with its representative being the elected chief executive or designated official by the governing body of the member.

**B. Executive Committee.** The internal administration, programming, procedures and practices of the Conference, together with any other duties and responsibilities as delegated by the general membership, shall be vested in an Executive Committee. The Executive Committee shall not, however, exercise authority or responsibilities with respect to MPO and RTPO functions and authorities which shall be the responsibility of the Transportation Policy Board.

**C. Transportation Policy Board.** The Transportation Policy Board (also referred to herein as "Policy Board") is established by the Conference with authority to carry out (1) the RTPO functions set forth in RCW Ch. 47.80 and WAC Ch. 468-86, as currently adopted or hereafter amended, and (2) the MPO functions for the Yakima Valley Urbanized Area as set forth in 23 USC 134, 49 USC 5303, 23 CFR Parts and 450 and 50, and 40 CFR Part 613, as currently adopted or hereafter amended. The composition of the Policy Board shall remain consistent with federal and state law as currently adopted or amended. Should such state or federal law change, the composition of the Policy Board shall be automatically adjusted to comply with such changes without requiring this agreement to be amended or approval by the membership.

1. Designation of Policy Board Representative. The Transportation Policy Board shall consist of the seven (7) members of the YVCOG Executive Committee plus three (3) additional voting members as described below. Each participating member shall be represented by its duly elected chief executive or by an official designated by the governing body of the member. The member-at-large shall be a resident of Yakima County. The representative of the major employer group will be recommended by the governing board of the Yakima County Development Association (YCDA, or New Vision), or a Chamber of Commerce, and shall be confirmed and appointed by the Policy Board. WSDOT shall designate a high-level staff person to serve on the Policy Board. WSDOT shall designate its representative appointment in January of each year.
2. Ex Officio Members. Any member of the Washington State House of Representatives or Senate whose districts are wholly or partly within the boundaries of the regional transportation planning organization shall be an ex officio, nonvoting member of the Transportation Policy Board.
3. Voting and Ex Officio Members. Each such membership shall either be a Voting Membership or an Ex-Officio Membership as set forth below.

- a. Voting representation on the Policy Board of the MPO/RTPO shall be as follows:

Table 1 - Transportation Policy Board Representation

Member/Agency	Policy Board
YVCOG Executive Committee	7
WSDOT	1
YCDA/Major Employer Representative	1
Transit or Paratransit Provider	1
Legislative Delegation	Ex officio
Total	10

- b. At the Policy Board's discretion, ex-officio membership shall also be open to other governmental and non-governmental entities when elected to membership by a majority of the Policy Board, and shall be effective upon their delivery of their written assurance that they will comply with this Agreement and the YVCOG bylaws. Ex-Officio members of the Organization are non-voting.
4. Purpose. The purpose of the Transportation Policy Board shall be to exercise on behalf of and in association with the Yakima Valley Conference of Governments the authority pursuant to this Agreement and under federal and state laws as the Yakima Valley Metropolitan Planning Organization and the Regional Transportation Planning Organization for Yakima County.
5. Duties. The Policy Board has the powers, duties, authority, functions and responsibilities set forth

herein and otherwise prescribed by law, including but not limited to the following:

- a. To approve the transportation work program (Unified Planning Work Program);
- b. To approve consultant contracts consistent with the Unified Planning Work Program;
- c. To certify local comprehensive plans are consistent with the Regional Transportation Plan;
- d. To select projects in Yakima County to be funded with regionally managed funds, except those projects seeking Transportation Alternative Program Funds;
- e. To manage the transportation improvement program for projects within Yakima County as per state and federal law;
- f. To elect a Transportation Policy Board Chairperson and Vice-Chairperson
- g. To establish committees consistent with Section 9 above;
- h. To perform transportation planning activities for members as described in the approved work program

6. Transportation Work Program and Budget. The Policy Board shall prepare, adopt, and amend as necessary a proposed work program and budget for each fiscal year beginning July 1 of every year. The detailed Unified Planning Work Program shall list specific work projects to be undertaken by the MPO/RTPO in keeping with the requirements of the biennial Metropolitan/Regional Transportation Planning Organization Agreement with WSDOT. The Executive Director shall confer with and inform members concerning the preparation of and progress on the implementation of work programs and projects.

MPO/RTPO administration and operations shall be funded through such federal, state, local and/or private funding as may become available and as appropriated therefore by statute, resolution or ordinance. The biennial appropriation from WSDOT to carry out the regional transportation planning program shall be distributed to the YVCOG, the RTPO's lead planning agency.

## **Section 6**

### **INDEMNIFICATION INSURANCE AND LIABILITY**

A. The Conference shall defend, indemnify, and hold harmless all employees. No member representative shall be personally liable for any monetary damages for conduct, action, or inaction as a member representative, unless such conduct involves intentional misconduct or a knowing violation of law. The Council shall obtain and keep in force third party liability insurance related to its activities with commercially reasonable liability limits and deductibles. To the extent practicable, the Conference shall cause its members to be named as insured under such policy(ies).

B. No Member or Member Representative shall be personally liable for any monetary damages for conduct, action, or inaction as a member representative, unless such conduct involved intentional misconduct or a knowing or willful violation of law.

## **Section 7**

### **GENERAL PROVISIONS**

**A. Adoption and Effective Date.** The effective date of this Agreement shall be as of the date last signed by the County and, at least sixty percent (60%) of the cities and towns within the Conference boundaries that represent seventy-five percent (75%) of the cities' and towns' population. This Agreement shall be binding upon the members who have executed this Agreement, their successors and assigns; provided, that upon such execution, all prior agreements relating to the formation of the YVCOG or its predecessors shall be deemed terminated and replaced herewith. Thereafter, no city, town, tribe or special district shall be a member of the YVCOG or the Yakima Valley Transportation Policy Board until its governing body shall have approved this Agreement.

**B. Amendment.** This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement executed by all members and adopted by resolution of each member's legislative authority or governing body.

**C. Savings.** If any portion of this Agreement, or its application to any person or circumstances, is held or determined to be invalid, such holding or determination shall not affect the validity or enforceability of any other term or provision and the application of this Agreement to other persons or circumstances shall not be affected.

**D. Counterparts.** This Agreement may be executed by the members using duplicate counterparts.

## **Exhibits**

Exhibit A. YVCOG Articles of Association, as revised

Exhibit B. YVCOG Bylaws, as revised



**PARTICIPANTS.** Participants in this agreement shall be whichever of the parties ratify this agreement. In the event any party fails to ratify this agreement, such action shall not affect this agreement as it pertains to the remaining parties.

**IN WITNESS WHEREOF,** the parties hereto have set their hands.

**CITY OF GRANDVIEW**

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


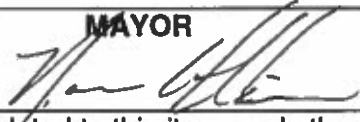
**Attest:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
COUNCIL MEETING**

<b>ITEM TITLE</b>  2018 City Board & Commission Appointments	<b>AGENDA NO.:</b> Active 6 (G)  <b>AGENDA DATE:</b> January 22, 2018
<b>DEPARTMENT</b>	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)
<b>DEPARTMENT DIRECTOR REVIEW</b>	

<b>CITY ADMINISTRATOR</b> 	<b>MAYOR</b> 
<b>ITEM HISTORY</b> (Previous council reviews, action related to this item, and other pertinent history)  None	

**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.

The following appointments are being presented by the Mayor to Council for confirmation:

<u>Position</u>	<u>Term</u>
Community Center Advisory Committee	
• Middle School Representative – Jedida Alvarez	12/31/2018
• High School Representative – Jasel Perez	12/31/2018
• Senior Citizen Representative – Wanda Brewer	12/31/2018
• American Legion/Auxiliary Representative – Nancy Davidson	12/31/2018
• At-Large Representative – Dave Copeland	12/31/2018
• At-Large Representative – Laura Massey	12/31/2018
• City Council Representative – Joan Souders	12/31/2018
Museum Board – Gene Lange	12/31/2020
Planning Commission – Don Olmstead Jr.	12/31/2022
Beautification Commission – Joseph Jensen	12/31/2023

**ACTION PROPOSED**

Approve the confirmation of the 2018 City Board and Commission appointments as recommended by the Mayor.

## Chapter 3.75 LODGING TAX

### Sections:

- [3.75.010](#) Tax levied – Rate.
- [3.75.020](#) Definitions.
- [3.75.030](#) Tax in addition to other tax or fee.
- [3.75.040](#) Fund created – Use of revenue.
- [3.75.050](#) Authority – Designation of agent.
- [3.75.060](#) Violation – Penalty.

### **3.75.010 Tax levied – Rate.**

Pursuant to RCW 67.28.180, there is levied a special excise tax of two percent on the sale of or charge made for the furnishing of lodging by a hotel, roominghouse, tourist court, motel, trailer camp and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property; provided, that it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. (Ord. 1112 § 1, 1984).

### **3.75.020 Definitions.**

The definitions of "selling price," "seller," "buyer," "consumer," and all other definitions are as now contained in RCW 82.08.010 and subsequent amendments thereto are adopted as the definitions for the tax levied herein. (Ord. 1112 § 2, 1984).

### **3.75.030 Tax in addition to other tax or fee.**

The tax herein levied shall be in addition to any license fee or any tax imposed or levied under any law or any other ordinance of the city; provided, however, that pursuant to RCW 67.08.190, such tax shall be deducted from the amount of tax the seller would otherwise be required to collect and to pay to the State Tax Commission under Chapter 82.08 RCW. (Ord. 1112 § 3, 1984).

### **3.75.040 Fund created – Use of revenue.**

There is created a special fund in the treasury of the city. All such taxes collected herein shall be placed in such fund for the purpose of paying all or any part of the costs of acquisition, construction or operation of stadium, convention center, performing arts center, visual arts center facilities or any other such facilities, or to pay or secure the payment of all or any portion of the general obligation bonds or revenue bonds issued for such purpose, or purposes provided for in Chapter 67.28 RCW and amendments thereto, or to pay for advertising, publicizing or otherwise distributing information for the purpose of attracting visitors and encouraging tourism expansion, or for such other uses as may from time to time be authorized for such taxes pursuant to statute. (Ord. 1112 § 4, 1984).

### **3.75.050 Authority – Designation of agent.**

For the purposes of tax levied herein it is further ordained as follows:

A. That the Department of Revenue of the state is designated as the agent of the city for the purposes of collection and administration;

B. That the administrative provisions contained in RCW 82.08.050 through 82.08.070 and in Chapter 82.32 RCW shall apply with respect to administration and collection by the Department of Revenue;

C. That all rules and regulations adopted by the Department of Revenue for the administration of Chapter 82.08 RCW are adopted;

D. That the Department of Revenue is authorized to prescribe and utilize such special forms and reporting procedures as the Department may deem necessary and appropriate. (Ord. 1112 § 5, 1984).

### **3.75.060 Violation – Penalty.**

Any person, firm or corporation violating or failing to comply with the provisions of this chapter or any lawful rule or regulation adopted pursuant hereto shall upon conviction be punished by a fine in a sum not to exceed \$500.00. Each day of violation will be considered a separate offense. (Ord. 1112 § 6, 1984).

**The Grandview Municipal Code is current through Ordinance 2017-16, passed December 12, 2017.**

Disclaimer: The City Clerk's Office has the official version of the Grandview Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

RESOLUTION NO. 86- 69

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING AN AGREEMENT WITH THE GRANDVIEW CHAMBER  
OF COMMERCE TO PROVIDE TOURIST PROMOTION SERVICES

WHEREAS, the City of Grandview, Washington has adopted  
a Hotel/Motel excise tax pursuant to RCW Chapter 67.28,  
which tax is provided for in the Grandview Municipal Code  
Chapter 3.75 Lodging Tax, and

WHEREAS, the statutes of the State of Washington allow  
said tax to be utilized for advertising, publishing and  
distributing information for the purpose of attracting  
visitors and encouraging tourism expansion, and

WHEREAS, the Grandview Chamber of Commerce is qualified  
to provide said services for the City, and

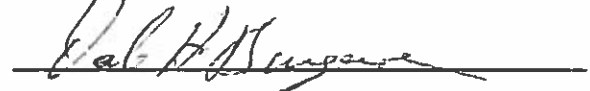
WHEREAS, the City Council desires to contract with the  
Grandview Chamber of Commerce to provide advertising,  
publicizing and attracting tourism expansion with payment  
for such services being made from the Lodging Tax revenue.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW,  
WASHINGTON, HEREBY RESOLVES, as follows:

That the agreement between the City of Grandview, and  
the Grandview Chamber of Commerce for promotional services,  
a copy of which is attached hereto, marked Exhibit "A", and  
incorporated herein by reference as though fully set forth  
herein, is hereby approved and the Mayor is hereby authorized  
to execute the same on behalf of the City of Grandview.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR  
the 18th day of November, 1986.

MAYOR



ATTEST:



APPROVED AS TO FORM:

  
CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF GRANDVIEW AND THE  
GRANDVIEW CHAMBER OF COMMERCE TO PROVIDE PROMOTION  
SERVICES.

THIS AGREEMENT, made and entered into this \_\_\_\_ day of  
November, 1986, by and between the City of Grandview, a  
municipal corporation, hereinafter referred to as "City",  
and the Grandview Chamber of Commerce hereinafter referred  
to as "Chamber".

WITNESSETH:

WHEREAS, the City Council of the City of Grandview,  
Washington, established a special excise tax of two percent  
on the sale of or charge made for furnishing of hotel,  
motel, rooming house and similar lodgings, which tax is  
authorized and provided for in Chapter 67.28 of the Revised  
Code of Washington, and which tax is codified in Chapter  
3.75 Lodging Tax of the Grandview Municipal Code, and

WHEREAS, the statutes of the State of Washington  
authorizing such tax specifically limit the use of revenue  
therefrom for such purposes as development of stadium  
facilities, convention center facilities, performing arts  
and visual arts center facilities, as well as advertising,  
publicizing or otherwise distributing information for the  
purpose of attracting visitors and encouraging tourism  
expansion, and

WHEREAS, the Chamber is in a position to be able to  
provide advertising and encouragement of tourism expansion  
for the City, through its activities of developing, and  
distributing tourist brochures, aiding with a community  
float, and in other ways distributing information to attract  
visitors and encourage tourism expansion, and

WHEREAS, the City Council of the City of Grandview, Washington, desires to contract with the Chamber for the advertising and tourism expansion services involved in the Chamber's activities, utilizing funds from the Lodging Tax Fund earmarked for such purposes.

NOW THEREFORE, THE PARTIES HERETO AGREE as follows:

1. Purpose and Scope.

The purpose of this agreement is to provide for the advertising and tourism expansion services of the Chamber, for and on behalf of the City. The chamber will develop and distribute tourist information, participate in the construction and showing of a community float, and utilize other methods of attracting tourists to the City of Grandview.

2. Payment by the City.

The City shall pay for the services involved herewith an amount up to the tax revenue derived from the Lodging Tax described herein. Said payments shall be made to the Chamber in an amount equal to the previous years Lodging Tax revenue. Except, in 1987, the amount shall be equal to the unexpended 1986 Lodging Tax revenue as a portion of said revenue has already been expended for tourist promotion. The Chamber shall make a yearly accounting of its expenditures of said tax funds each year to the City as directed by the city treasurer.

3. Records.

The Chamber shall keep and provide all copies of any and all records, receipts, lists, descriptions, and itemizations of expenses involved in the Chamber's activities in promoting and advertising the City of Grandview and encouraging tourism expansion upon request by the City.

4. Effective Date.

This agreement shall commence and be effective on the \_\_\_\_ day of November, 1986, and shall be terminated upon 30 days prior notice to the other party in writing at the

respective business addresses of the parties hereto or upon a finding by the City that the Chamber has breached its contractual obligation hereon by failure to properly account for expenditures or to fulfill its promotional obligation herein set forth.

CITY OF GRANDVIEW

  
MAYOR

GRANDVIEW CHAMBER OF COMMERCE

TITLE \_\_\_\_\_

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY



RESOLUTION NO. 87-15

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON  
APPROVING AN AMENDED AGREEMENT WITH THE GRANDVIEW  
CHAMBER OF COMMERCE TO PROVIDE TOURIST PROMOTION  
SERVICES AND AUTHORIZING THE MAYOR TO SIGN SAID  
AGREEMENT

WHEREAS, Resolution No. 86-69 approved an agreement  
with the Grandview Chamber of Commerce to provide tourist  
promotion services, and

WHEREAS, the intent of said agreement was to provide  
the Grandview Chamber of Commerce with the lodging tax  
collected by the City of Grandview under RCW 67.28 and the  
Grandview municipal code chapter 3.75, and

WHEREAS, said agreement inadvertantly failed to allow  
the 1985 lodging tax to be administered by the Chamber,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF GRANDVIEW, as follows:

The Mayor is hereby authorized to sign an amended  
agreement between the City of Grandview and the Grandview  
Chamber of Commerce for promotional services, a copy of  
which is attached hereto, marked exhibit "A", and incorpor-  
ated herein by reference as though fully set forth herein.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR at  
its regular Council Meeting on March 16, 1987.

MAYOR

  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

"EXHIBIT A"

AMENDED AGREEMENT BETWEEN THE CITY OF GRANDVIEW  
AND THE GRANDVIEW CHAMBER OF COMMERCE TO PROVIDE  
PROMOTION SERVICES.

THIS AGREEMENT, made and entered into this 16th day of March, 1987, by and between the City of Grandview, a municipal corporation, hereinafter referred to as "City", and the Grandview Chamber of Commerce hereinafter referred to as "Chamber".

WITNESSETH:

WHEREAS, the City Council of the City of Grandview, Washington, established a special excise tax of two percent on the sale of or charge made for furnishing of hotel, motel, rooming house and similar lodgings, which tax is authorized and provided for in Chapter 67.28 of the Revised Code of Washington, and which tax is codified in Chapter 3.75 Lodging Tax of the Grandview Municipal Code, and

WHEREAS, the statutes of the State of Washington authorizing such tax specifically limit the use of revenue therefrom for such purposes as development of stadium facilities, convention center facilities, performing arts and visual arts center facilities, as well as advertising, publicizing or otherwise distributing information for the purpose of attracting visitors and encouraging tourism expansion, and

WHEREAS, the Chamber is in a position to be able to provide advertising and encouragement of tourism expansion for the City, through its activities of developing, and distributing tourist brochures, aiding with a community float, and in other ways distributing information to attract visitors and encourage tourism expansion, and

WHEREAS, the City Council of the City of Grandview, Washington, desires to contract with the Chamber for the advertising and tourism expansion services involved in the Chamber's activities, utilizing funds from the Lodging Tax Fund earmarked for such purposes.

NOW THEREFORE, THE PARTIES HERETO AGREE as follows:

1. Purpose and Scope.

The purpose of this agreement is to provide for the advertising and tourism expansion services of the Chamber, for and on behalf of the City. The chamber will develop and distribute tourist information, participate in the construction and showing of a community float, and utilize other methods of attracting tourists to the City of Grandview.

2. Payment by the City.

The City shall pay for the services involved herewith an amount up to the tax revenue derived from the Lodging Tax described herein. Said payments shall be made to the Chamber in an amount equal to the previous years Lodging Tax revenue. Except, in 1987, the amount shall be equal to the unexpended 1985 and 1986 Lodging Tax revenue as a portion of said revenue has already been expended for tourist promotion. The Chamber shall make a yearly accounting of its expenditures of said tax funds each year to the City as directed by the city treasurer.

3. Records.

The Chamber shall keep and provide all copies of any and all records, receipts, lists, descriptions, and itemizations of expenses involved in the Chamber's activities in promoting and advertising the City of Grandview and encouraging tourism expansion upon request by the City.

4. Effective Date.

This agreement shall commence and be effective on the 16th day of March, 1987, and shall be terminated upon 30 days prior notice to the other party in writing at the

respective business addresses of the parties hereto or upon a finding by the City that the Chamber has breached its contractual obligation hereon by failure to properly account for expenditures or to fulfill its promotional obligation herein set forth.

This agreement supercedes any prior agreement between the parties as to the distribution and use of the Lodging Tax.

The Mayor's signature of this agreement was authorized by Resolution No. 87- 16 , passed March 16, 1987.

CITY OF GRANDVIEW

  
MAYOR

GRANDVIEW CHAMBER OF COMMERCE

\_\_\_\_\_  
TITLE \_\_\_\_\_

ATTEST:

  
CITY CLERK

APPROVED AS TO FORM:

  
CITY ATTORNEY



## Lodging Tax (Hotel-Motel Tax)

This page provides an overview of the lodging tax, also known as the hotel-motel tax, that cities and counties in Washington State may charge to benefit tourism.

### What is the Lodging Tax?

The lodging tax, also referred to as the hotel-motel tax, is a consumer tax on lodging charges for periods of less than 30 consecutive days for hotels, motels, rooming houses, private campgrounds, RV parks, and similar facilities.

### How Can the Lodging Tax Revenues Be Used?

The guiding principle for the use of lodging taxes is that they must be used for activities, operations and expenditures designed to increase tourism. Specifically, lodging taxes can be used for:

- Tourism marketing;
- Marketing and operations of special events and festivals designed to attract tourists;
- Operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district; or
- Operations of tourism-related facilities owned or operated by nonprofit organizations ([RCW 67.28.1816](#)).

Note that, as of July 1, 2013, capital expenditures for tourism-related facilities owned by nonprofit organizations are no longer permitted expenditures of lodging tax funds.

If you are considering using lodging tax revenues to fund staff support of the Lodging Tax Advisory Committee, see MRSC's blog post on [Using Lodging Taxes for Staff Support of LTAC](#).

### What is Included in Tourism Marketing and Operations?

It includes activities defined as "tourism promotion" in state law ([RCW 67.28.080](#)).

- Advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists;
- Developing strategies to expand tourism;
- Operating tourism promotion agencies; and
- Funding the marketing or operation of special events and festivals designed to attract tourists.

### What is a "Tourism-Related Facility"?

A tourism-related facility is a real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor that is (a) owned by a public entity, nonprofit organization (including a non-profit business organization, destination marketing organization, main street organization, lodging association, or chamber of commerce) and (b) used to support tourism, performing arts, or to accommodate tourist activities ([RCW 67.28.080](#)).

### What Kinds of Facilities Does this Include?

It depends. The guiding principle here is that the facilities should be used by tourists. So, for example, a municipal golf course would likely be a permitted expenditure in Chelan, where it probably would not be if it were in a residential neighborhood in Spokane. Each situation is unique.

### Applications for Lodging Tax Funds

In counties or cities of at least 5,000 population, applications must be submitted directly to the lodging tax advisory committee (LTAC). In counties or cities of less than 5,000, applications are submitted to the county or city. The law is silent on how often the awards should be made. Some jurisdictions choose to make awards as part of their annual budget cycle. Others also make mid-year awards to account for unexpected increases or decreases in projected revenue.

### Who Must Apply?

- Convention and visitors bureaus;
- Destination marketing organizations;
- Nonprofits, including main street organizations, lodging associations, or chambers of commerce;
- Municipalities - The State Auditor's Office is interpreting the law to mean that all users of funds, including municipalities, are considered applicants and must follow relevant application procedures. So, cities and counties should submit applications for their own projects to the LTAC.

### What is Included in the Application?

All applications must include estimates of how funding the activity will result in increases to people staying overnight, travelling 50 miles or more, or coming from another state or country. To ensure this data is collected, jurisdictions should require this information on their lodging tax application forms.

There is no requirement that priority for funding be given to applicants expected to generate the most travelers, and lodging tax revenue may still be awarded to recipients who generate few of these types of travelers.

### Examples of Funding and Application Guidelines

- [Mount Vernon 2017 Lodging Tax/Tourism Promotion Funding Application Guidelines and Information](#)
- [San Juan County 2015 Lodging Tax Facilities Grant Program](#)
- [Ocean Shores 2015 Lodging Tax Plan for Use and Application Information](#)

### Examples of Applications for Lodging Tax Funds

- [Ellensburg Request for Proposals Lodging Tax Fund \(2014\)](#)
- [Lacey Application for City of Lacey Lodging Tax Funds \(2013\)](#)
- [Pacific County Lodging Tax Grant Application Packet \(2015\)](#)

- [Wenatchee Application for Wenatchee Lodging Tax Funds \(2013\)](#)

## Review and Selection of Applications

In a municipality of at least 5,000 population, the LTAC receives all applications for lodging tax revenue and recommends a list of candidates and funding levels to the municipality's legislative body for final determination. If a municipality under 5,000 chooses to establish a LTAC, they may, but do not have to, follow these requirements.

### What Does the Municipality Do with the LTAC's Recommendations?

The legislative body "may choose only *recipients* from the list of candidates and recommended amounts provided by the local lodging tax advisory committee" ([RCW 67.28.1816\(2\)\(b\)\(ii\)](#), emphasis added). However, an [informal opinion from the Attorney General's Office](#) in 2016 states that the legislative body may award amounts different from the LTAC's recommended amounts, but only after satisfying the procedural requirements of [RCW 67.28.1817\(2\)](#). This requires the municipality to submit its proposed change(s) to the LTAC for review and comment at least forty-five days before final action is taken.

For more details, see our blog post on [Informal AG Opinion Clarifies Lodging Tax Awards](#).

## Contracts with Recipients of Lodging Tax Funds

Because of the state constitutional gift of public funds prohibition, a city or county should enter into a contract with any private organization providing marketing services, operating special events or festivals, or any other tourist promotion activity. The contract should spell out the tourism-related services to be provided in exchange for city or county funding and what reports will be required. Also, any organization doing promotion on behalf of the city or county may only spend lodging tax funds on items that the city or county itself could fund. This prohibits, for example, any expenditures on promotional hosting.

### Examples of Contracts for Services with Recipients of Lodging Tax Funds

- [Olympia Professional Services Agreement for Tourism Promotion \(Lodging Tax\) Services](#)
- [Union Gap Old Town Days Agreement](#) (2011)
- [Wenatchee Municipal Services Agreement Re: Lodging Tax Funded Activities](#) (2014)

## Reporting Requirements

- All entities receiving lodging tax funds must provide information to their respective local government on their use of these funds as required by [RCW 67.28.1816](#). This includes local governments that directly use lodging tax funds for municipal purposes, such as municipal facilities or community events. Local governments will then, in turn, report this information annually to JLARC using their [on-line reporting system](#).
- Local governments should, as part of their contract with recipients, require that the report be provided immediately after the event or activity.
- The deadline for local governments to submit the annual data to JLARC is March 15 for the year ending the previous December 31.
- JLARC does *not* provide advice on how to estimate tourism impacts. Good faith estimates of actuals can be reported provided applicants and users of funds indicate how those estimates will be developed. All information (including descriptions of how actual impacts were estimated) will be available for public review.

- JLARC can be contacted for technical issues associated with the reporting portal by emailing [jlarc@leg.wa.gov](mailto:jlarc@leg.wa.gov)

## Reference Sources

- [JLARC: Letter from JLARC regarding reporting requirements \(2014\)](#)
- [JLARC: Lodging Tax Reporting System \(2014\)](#) – Webinar presentation slides
- [JLARC: 2014 Lodging Tax Use Report to the Legislature \(2015\)](#)

## Lodging Tax Advisory Committee (LTAC)

- This committee must have at least five members, appointed by the governing body.
- The committee membership must include at least two representatives of businesses that are required to collect the lodging tax, at least two people who are involved in activities that are authorized to be funded by this tax, and one elected city official who serves as chairperson of the committee. The statute also provides that a person who is eligible under the first category is not eligible for appointment under the second category, and vice versa.
- Organizations representing hotels and motels and organizations involved in activities that can be funded by this tax may recommend people for membership.
- The number of committee members from organizations representing the hotels and motels and the number from organizations involved in activities that can be funded must be equal.
- A city's committee may include a non-voting elected county official and vice-versa.
- The governing body must review the membership of the committee annually.

## In addition to reviewing applications for the use of the lodging tax, what does the committee do?

Any proposal to impose a new lodging tax, raise the rate of an existing tax, repeal an exemption from the lodging tax, or change the use of the tax proceeds, must be submitted to the lodging tax advisory committee for review and comment.

- This submission must occur at least 45 days before final action will be taken on the governing body's proposal. Even if the committee finishes its work before the 45 days are up, the governing body still must wait 45 days.
- The committee's comments must include an analysis of the extent to which the proposal will accommodate activities for tourists or increase tourism, and of the extent to which it will affect the long-run stability of the fund to which the hotel-motel taxes are credited.
- If the advisory committee does not submit comments before the time that final action is to be taken on the proposal, the governing may go ahead and take final action.

## Examples of LTACs and Code Provisions

- [Kirkland Municipal Code Ch. 5.19](#) - Lodging Excise Tax
- [Olympia Lodging Tax Advisory Committee](#)
- [Port Townsend Municipal Code Ch. 2.74](#) - Lodging Tax Advisory Committee
- [Kitsap County Lodging Tax Advisory Committee](#)
- [San Juan County Lodging Tax Advisory Committee](#) - see also [San Juan County Code Sec. 3.16.030-.050](#)



## What Are the Tax Rates?

Any county and most cities may impose a "basic" two percent tax under [RCW 67.28.180](#) on all charges for furnishing lodging at hotels, motels, and similar establishments (including bed and breakfasts and RV parks) for a continuous period of less than one month. This tax is taken as a credit against the 6.5 percent state sales tax, so that the total tax that a patron pays in retail sales tax and the hotel-motel tax combined is equal to the retail sales tax in the jurisdiction. In most cases, when a city and county both impose this tax, there is a credit for the amount of the city tax against the county tax so that two taxes are not levied on the same taxable event.

In addition, most counties and cities may levy an additional tax of up to two percent, for a total rate of four percent, under [RCW 67.28.181\(1\)](#). This "special" tax is not credited against the state sales tax. Therefore, if a county or city levies this additional tax, the total tax on the lodging bill will increase by two percent.

There are some exceptions established in [RCW 67.28.181\(2\)](#).

[RCW 67.28.181\(1\)](#) stipulates that this additional two percent tax may be levied as long as the total tax rate under [Ch. 36.100 RCW](#) (the public facilities district tax), [Ch. 82.08 RCW](#) (the state sales tax), [Ch. 82.14 RCW](#) (the city, county, and transit district sales taxes), [Ch. 67.28 RCW](#) (the hotel-motel tax chapter), and [Ch. 67.40 RCW](#) (the convention and trade center tax) does not exceed twelve percent. (Note that the sales tax rate for the Regional Transit Authority (Sound Transit) in portions of King, Pierce, and Snohomish counties is not included in making these calculations.) The limit for the total rate in Seattle is 15.2 percent, because the convention center tax is higher than in the rest of the county. This means that most cities in King County may only levy a one percent tax and Seattle cannot levy any tax.

Counties (including the cities within the county) and cities that had authority to levy a "special" tax before July 27, 1997 that allowed a total rate higher than four percent, had that rate grandfathered in by the 1997 legislation. Grays Harbor and Pierce counties are in this category, plus Chelan, Leavenworth, Long Beach, Bellevue, Yakima, and Winthrop.

Cities located in counties that had the authority to levy a total four percent tax county-wide before January 1, 1997, are limited to the "basic" two percent rate. This affects cities in Snohomish and Cowlitz counties.

Due to some unique circumstances, there was a period of time at the end of 1997 and beginning of 1998 when the outstanding taxing authority was six percent, rather than the four percent the legislature intended. During this time, Wenatchee and East Wenatchee raised their total tax to six percent. These rates were grandfathered in by the 1998 legislature.

Last Modified: August 25, 2016