

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, JANUARY 14, 2020**



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

**PAGE**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
- 4. NEW BUSINESS**
  - A. Resolution authorizing the Mayor to sign the Water Quality Combined Financial Assistance Agreement No. WQC-2020-Grandview-00007 between the State of Washington Department of Ecology and the City of Grandview for the Grandview Stormwater Improvements 1-25
  - B. Resolution authorizing the Mayor to sign a Professional Services Contract for Hearing Examiner Services with Gary M. Cuillier 26-40
  - C. Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010120GV with the Yakima Valley Conference of Governments 41-45
  - D. Hotel/Motel Taxes to Chamber of Commerce 46-47
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**


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

<b>ITEM TITLE</b>  Resolution authorizing the Mayor to sign the Water Quality Combined Financial Assistance Agreement No. WQC-2020-Grandview-00007 between the State of Washington Department of Ecology and the City of Grandview for the Grandview Stormwater Improvements	<b>AGENDA NO.:</b> New Business 4 (A)  <b>AGENDA DATE:</b> January 14, 2020
<b>DEPARTMENT</b>  Public Works Department	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)  N/A

**DEPARTMENT HEAD REVIEW**

Cus Arteaga, City Administrator/Public Works Director

**CITY ADMINISTRATOR**

  
**MAYOR**

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

The City through annexation became responsible for several existing stormwater conveyance systems from Yakima County. These systems are located at Larson Street, West Fifth Street and Butternut Road. The existing stormwater systems include a series of catch basins and storm drainage piping to direct collected stormwater to existing irrigation infrastructure. The irrigation conveyance system is owned and operated by Sunnyside Valley Irrigation District (SVID). This project will improve water quality in the SVID drain and the Yakima River through the design of a manufactured treatment device, bio-swale, or an underground injection control well (UIC) at three separate drainage basins in the City. This project will reduce total suspended sediment and increase stormwater infiltration. Additional benefits of this project include separation of stormwater and irrigation water.

**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 City of Grandview applied for and was awarded a Water Quality Combined Financial Assistance grant from the State of Washington Department of Ecology to fund the Grandview Stormwater Improvements.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign a resolution authorizing the Mayor to sign the Water Quality Combined Financial Assistance Agreement No. WQC-2020-Grandview-00007 between the State of Washington Department of Ecology and the City of Grandview for the Grandview Stormwater Improvements to a regular Council meeting agenda for consideration.

**RESOLUTION NO. 2020-\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE WATER QUALITY COMBINED  
FINANCIAL ASSISTANCE AGREEMENT NO. WQC-2020-GRANDVIEW-00007  
BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND THE  
CITY OF GRANDVIEW FOR THE GRANDVIEW STORMWATER IMPROVEMENTS**

**WHEREAS**, the City of Grandview applied for and was awarded a Water Quality Combined Financial Assistance grant from the State of Washington Department of Ecology to fund the Grandview Stormwater Improvements; and,

**WHEREAS**, the City must execute Agreement No. WQC-2020-Grandview-00007 setting forth the terms and conditions and the regulations by which the City must comply in order to receive said grant,

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

The Mayor is hereby authorized to sign the Water Quality Combined Financial Assistance Agreement No. WQC-2020-Grandview-00007 with the State of Washington Department of Ecology for the Grandview Stormwater Improvements in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2020.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

## **Agreement No. WQC-2020-Grandv-00007**

### **WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT**

#### **BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

#### **AND**

**CITY OF GRANDVIEW**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Grandview, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

#### **GENERAL INFORMATION**

Project Title:	Grandview Stormwater Improvements
Total Cost:	\$124,050.00
Total Eligible Cost:	\$124,050.00
Ecology Share:	\$105,442.50
Recipient Share:	\$18,607.50
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	12/31/2023
Project Type:	Stormwater Facility

#### **Project Short Description:**

This project will improve water quality in the Sunnyside Valley Irrigation District drain and the Yakima River through the design of a manufactured treatment device, bio-swale, or an underground injection control well (UIC) at three separate drainage basins in the City of Grandview in Yakima County. This project will reduce total suspended sediment and increase stormwater infiltration. Additional benefits of this project include separation of stormwater and irrigation water.

#### **Project Long Description:**

The city of Grandview is a rural community located in Yakima County. The City of Grandview, through annexation, became responsible for several existing stormwater conveyance systems from Yakima County. These systems are located at Larson Street, West Fifth Street, and Butternut Road. The existing stormwater systems include a series of catch basins and storm drainage piping to direct collected stormwater to existing irrigation infrastructure. The irrigation conveyance system is owned and operated by Sunnyside Valley Irrigation District (SVID).

Stormwater enters the irrigation infrastructure (DR 35) and discharges into Mathieson Lateral (Joint Drain 2). Mathieson Lateral (Joint Drain 2) discharges to the Yakima River. Sunnyside Valley Irrigation District (SVID) has directed the RECIPIENT to either take over all permitting and maintenance responsibilities for their infrastructure or to disconnect. Disconnecting from the irrigation system will include constructing an infiltration BMP that infiltrates the larger of the 100-year, 3-hour or 100-year, 72-hour storm and redirecting flows away from the SVID irrigation system. The RECIPIENT has initiated pre-engineering to identify the existing tributary basin areas and evaluate options for water quality treatment and disposal. There are three distinct drainage basin areas; Larson Street, West Fifth Street, and Butternut Road discharging into the irrigation system.

Different infrastructure will be designed for each drainage area. The City of Grandview will direct all stormwater generated on Larson Street to a manufactured pretreatment device followed by a subsurface infiltration facility. The facility will be located on a tract of land within a planned development. Improvements to the West Fifth Street basin will include several catch basins and piping to direct stormwater to a pretreatment device and underground infiltration system located. The third basin is the contributory area to Butternut Road. Stormwater generated within this basin will be directed to pretreatment device followed by an infiltration swale with basic treatment provided by amended soils. The infiltration swale will be located within public right-of-way.

**Overall Goal:**

This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2020-Grandv-00007  
Project Title: Grandview Stormwater Improvements  
Recipient Name: City of Grandview

## RECIPIENT INFORMATION

Organization Name: City of Grandview

Federal Tax ID: 91-6001437

DUNS Number: 038520482

Mailing Address: 207 W 2nd Street  
Grandview, WA 98930

Physical Address: 207 W 2nd Street  
Grandview, Washington 98930

Organization Fax: (509) 882-3099

### Contacts

Agreement No: WQC-2020-Grandv-00007

Project Title: Grandview Stormwater Improvements

Recipient Name: City of Grandview

<b>Project Manager</b>	<p>Cus Arteaga</p> <p>207 W 2nd Street Grandview, Washington 98930 Email: <a href="mailto:carteaga@grandview.wa.us">carteaga@grandview.wa.us</a> Phone: (509) 882-9200</p>
<b>Billing Contact</b>	<p>Lillian Veliz</p> <p>207 W 2nd Street Grandview, Washington 98930 Email: <a href="mailto:lveliz@grandview.wa.us">lveliz@grandview.wa.us</a> Phone: (509) 882-9200</p>
<b>Authorized Signatory</b>	<p>Cus Arteaga</p> <p>207 W 2nd Street Grandview, Washington 98930 Email: <a href="mailto:carteaga@grandview.wa.us">carteaga@grandview.wa.us</a> Phone: (509) 882-9200</p>

## ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive SE  
Lacey, WA 98503

## Contacts

<b>Project Manager</b>	Ray Latham  1250 W Alder St. Union Gap, Washington 98903-0009 Email: rlat461@ecy.wa.gov Phone: (509) 575-2807
<b>Financial Manager</b>	Kyler Jacobo  PO Box 47600 Olympia, Washington 98504-7600 Email: JKYL461@ecy.wa.gov Phone: (360) 407-6225
<b>Technical Advisor</b>	Doug Howie Senior Stormwater Engineer  PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444



## AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State  
Department of Ecology

City of Grandview

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

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

Heather R. Bartlett  
Water Quality  
Program Manager

Date

Cus Arteaga  
Date

Template Approved to Form by  
Attorney General's Office

Agreement No. WQC-2020-Grandv-00007

Project Title: Grandview Stormwater Improvements

Recipient Name: City of Grandview

Mayor

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Gloria Mendoza

Date

## SCOPE OF WORK

Task Number: 1 Task Cost: \$10,000.00

Task Title: Grant and Loan Administration

### Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

### Task Expected Outcome:

\* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.

\* Properly maintained project documentation.

## Grant and Loan Administration

### Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

## SCOPE OF WORK

Task Number: 2 Task Cost: \$114,050.00

Task Title: Design, Plans and Specs, Environmental Review

### Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit to ECOLOGY the 05-05/106 Form. All submitted materials must conform to the Department of Archeology and Historic Preservation's Washington State Standards for Cultural Resource Reporting.

2. Develop and submit to ECOLOGY an Inadvertent Discovery Plan (IDP), using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload a digital copy of the items listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

Design Report. Design Report must conform to the Stormwater Project Deliverables Guidance. Refer to the Ecology website for specific guidance.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

1. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost, which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

Agreement No. WQC-2020-Grandv-00007

Project Title: Grandview Stormwater Improvements

Recipient Name: City of Grandview

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

2. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

**Task Goal Statement:**

The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

**Task Expected Outcome:**

The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

## Design, Plans and Specs, Environmental Review

### Deliverables

Number	Description	Due Date
2.1	SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	List of permits acquired and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.3	Submit the ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.4	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Contract documents (if contracting out for design). Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
2.10	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.13	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.14	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

## BUDGET

### Funding Distribution EG200417

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SFAP Funding Type: Grant  
 Funding Effective Date: 07/01/2019 Funding Expiration Date: 12/31/2023

**Funding Source:**

Title: SFAP - SFY20  
 Type: State  
 Funding Source %: 100%  
 Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%  
 Recipient Match %: 15%  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 10,000.00
Design, Plans and Specs, Environmental Review	\$ 114,050.00

**Total: \$ 124,050.00**

### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15.00 %	\$ 18,607.50	\$ 105,442.50	\$ 124,050.00
Total		\$ 18,607.50	\$ 105,442.50	\$ 124,050.00

### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

### **SPECIAL TERMS AND CONDITIONS**

### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

##### **EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal



Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### **B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

##### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

##### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

##### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

##### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff and contractors working at the project site.
  - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

## 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

### 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

### 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and



imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

### c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY




RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

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

<b>ITEM TITLE</b>  Resolution authorizing the Mayor to sign a Professional Services Contract for Hearing Examiner Services with Gary M. Cuillier	<b>AGENDA NO.</b> New Business 4 (B)  <b>AGENDA DATE:</b> January 14, 2020
<b>DEPARTMENT</b>  Planning	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)

<b>DEPARTMENT HEAD REVIEW</b>  Anita Palacios, City Clerk (Planning)	
<b>CITY ADMINISTRATOR</b> 	<b>MAYOR</b> 

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

Pursuant to Grandview Municipal Code Section 2.50, the City has contracted with Gary M. Cuillier for professional hearing examiner services since January 15, 2008. The current contract expired December 31, 2019.

**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.

Mr. Cuillier has agreed to continuation of the contract for professional hearing examiner services. He has requested an increase in his hourly compensation from \$140 to \$155 per hour. His compensation has not been increased since 2008.

Staff recommends Council consider continuation of the contract for Hearing Examiner Services with Mr. Cuillier effective January 1, 2020 through December 31, 2023.

**ACTION PROPOSED**

Move Resolution authorizing the Mayor to sign a Professional Services Contract for Hearing Examiner Services with Gary M. Cuillier to a regular Council meeting for consideration.

## **Chapter 2.50**

### **OFFICE OF THE HEARING EXAMINER<sup>1</sup>**

Sections:

**2.50.010 Purpose.**

**2.50.020 Creation.**

**2.50.030 Appointment and terms.**

**2.50.040 Compensation.**

**2.50.050 Qualifications.**

**2.50.060 Conflict of interest.**

**2.50.070 Freedom from improper influence.**

**2.50.080 Duties.**

**2.50.090 Applications.**

**2.50.100 Fees.**

**2.50.110 Report by city department.**

**2.50.120 Open record public hearing.**

**2.50.130 Decision and recommendation.**

**2.50.140 Reconsideration.**

**2.50.150 Appeal of decision.**

**2.50.160 City council action.**

**2.50.170 City administrative staff is to be considered a person or party.**

**2.50.010 Purpose.**

It is the purpose of this chapter:

A. With regard to land use matters to:

1. Provide a single, efficient, integrated land use regulatory hearing system;
2. Render land use regulatory decisions and recommendations to the city council;
3. Provide a greater degree of due process in land use regulatory hearings;
4. Separate the land use policy formulation and the land use policy administration processes.

B. With regard to other matters to:

1. Provide a single, efficient integrated system for hearing appeals of administrative decisions;
2. Provide a forum to hear other matters as established by city code. (Ord. 2007-14 § 1).

### **2.50.020 Creation.**

The office of the hearing examiner is created. The hearing examiner shall interpret, review, and implement land use regulations, hear appeals from orders, recommendations, permits, decisions or determinations made by a city official as set forth in this chapter, and review and hear other matters as provided for in this code and other ordinances. Throughout this chapter the masculine gender shall include the feminine. (Ord. 2007-14 § 1).

### **2.50.030 Appointment and terms.**

The hearing examiner shall be appointed by and shall serve at the pleasure of the city council. (Ord. 2007-14 § 1).

### **2.50.040 Compensation.**

The city shall contract with the hearing examiner for the performance of duties described in the code. The compensation paid the hearing examiner shall be that established in the contract. (Ord. 2007-14 § 1).

### **2.50.050 Qualifications.**

The hearing examiner shall be appointed solely with regard to his qualifications for the duties of the office, which shall include, but not be limited to, any or all of the following:

- A. Appropriate educational experience, such as an urban planner or public administrator;
- B. Extensive experience in planning work in a responsible capacity; and
- C. Legal experience, particularly where the experience is in the area of land use management or administrative law. (Ord. 2007-14 § 1).

### **2.50.060 Conflict of interest.<sup>2</sup>**

The hearing examiner shall not conduct or participate in any hearing or decision in which he has a direct or indirect personal interest which might exert such influence upon him sufficient to interfere with his decision-making process. Any actual or potential conflict of interest shall be disclosed to the parties immediately upon discovery of such conflict. If the hearing examiner concludes that he has a conflict of interest with respect to a matter pending before him, then unless all parties agree in writing to have the matter heard by that hearing examiner, he shall disqualify himself from participating in the deliberations and the decision-making process with respect to the matter. If this occurs and there is not a pro tem hearing examiner already appointed, the mayor shall appoint a person to serve as the hearing examiner for that matter. (Ord. 2007-14 § 1).

### **2.50.070 Freedom from improper influence.**

No city council member, city official or any other person shall attempt to interfere with, or improperly influence, the hearing examiner in the performance of his designated duties. (Ord. 2007-14 § 1).

## **2.50.080 Duties.**

A. Applications. With respect to applications of matters submitted before him, the hearing examiner shall receive and examine available information, conduct public hearings, prepare a record thereof, and enter findings of fact and conclusions based upon these facts, which conclusions shall represent the final action on the application, unless appealed as hereinafter specified:

1. Conditional use permits pursuant to Chapter 17.86 GMC; and
2. Variances pursuant to GMC 16.08.020.

B. Appeals. With respect to appeals submitted before him, the hearing examiner shall receive and examine available information, conduct public hearings, prepare a record thereof, and enter findings of fact and conclusions based upon those facts, which conclusions shall represent the final action on the appeal, for the following appeals:

1. Appeals from development plan and zoning permit review decisions;
2. Appeals from administrative interpretation decisions;
3. Appeals from administrative design review decisions;
4. Appeals from short subdivision decisions;
5. Appeals from stop work orders or notices of violation issued by a city official in the administration or enforcement of the provisions of the Grandview Municipal Code;
6. Appeals of SEPA determinations;
7. All other hearings and appeals provided for in the Grandview Municipal Code whether designated as an appeal to the city council or hearings before any other commission or board. In the event there is a conflict between this

section and any other code section regarding hearings or appeals, this chapter shall apply and the hearing examiner is hereby designated to hear all hearings and appeals provided for in this code.

C. Recommendations. The hearing examiner shall receive and examine available information, conduct public hearings, prepare a record thereof and enter findings of fact and conclusions based upon those facts, together with a recommendation to the city council, for the following:

1. Annexations;
2. Rezones;
3. Preliminary plats;
4. Planned unit developments; and
5. All other hearings and appeals provided for in the Grandview Municipal Code whether designated as an appeal to the city council or hearings before any other commission or board. In the event there is a conflict between this section and any other code section regarding hearings or appeals, this chapter shall apply and the hearing examiner is hereby designated to hear all hearings and appeals provided for in this code.

D. Public Hearings. The hearing examiner shall conduct public hearings when required under the provisions of the State Environmental Policy Act; conduct open record public hearings or closed-record appeals in accordance with the provisions of GMC Title 14, Administration of Development Regulations; and conduct such other hearings as the city council may from time to time deem appropriate.

E. References. All references in the city code and elsewhere to the board of adjustment and the board of appeals shall be construed as referring to the hearing examiner. The provisions of this chapter shall supersede any inconsistent or conflicting provisions elsewhere in this code as to the powers and duties of the planning commission.

F. Recommendation or Decision.

1. The hearing examiner's recommendation or decision may be to grant or deny the application, or the hearing examiner may recommend or require of



the applicant such conditions, modifications and restrictions as the hearing examiner finds necessary to make the application compatible with its environment, with applicable state laws, and to carry out the objectives and goals of the comprehensive plan, the zoning code, the subdivision code, and other codes and ordinances of the city. Conditions, modifications and restrictions that may be imposed are, but are not limited to, additional setbacks, screenings in the form of landscaping and fencing, covenants, easements and dedications of additional road rights-of-way. Performance bonds or other financial assurances may be required to ensure compliance with conditions, modifications and restrictions.

2. In regard to applications for rezones, the hearing examiner's findings and conclusions shall be submitted to the city council, which shall have the final authority to act on such applications. The hearing by the hearing examiner shall constitute an open record predecision hearing before the final decision is made by the city council. (Ord. 2012-1 § 1; Ord. 2007-14 § 1).

### **2.50.090 Applications.**

Applications for all matters to be heard by the hearing examiner shall be presented to the affected city department and to the city clerk. When it is found an application meets the applicable requirements, the application shall be accepted. The city clerk shall be responsible for assigning a date for the public hearing for each application. The date set for a public hearing shall not be more than 60 calendar days after the applicant has complied with all requirements and furnished all necessary data to the city clerk. Hearings on project permit applications are subject to the notice and hearing requirements set forth in GMC Title 14, Administration of Development Regulations. (Ord. 2007-14 § 1).

### **2.50.100 Fees.**

All applications made or appeals filed under this chapter shall be accompanied by a fee of \$150.00. (Ord. 2007-14 § 1).

### **2.50.110 Report by city department.**

For permit applications, the city clerk shall coordinate and assemble the comments and recommendations of city departments and governmental agencies having an interest in the application and shall prepare a report that includes the information described in GMC Title 14, Administration of Development Regulations. For all other matters, the appropriate city department shall prepare a report summarizing the factors involved and the department findings and supportive recommendations. At least seven calendar days prior to the scheduled hearing, the report shall be filed with the hearing examiner and copies shall be mailed to the applicant and shall be made available for use by any interested party for the cost of reproduction. (Ord. 2007-14 § 1).

### **2.50.120 Open record public hearing.**

A. Before rendering a decision or recommendation on any application, the hearing examiner shall hold at least one open record public hearing thereon.

B. For permit applications, notice of the time and place of the public hearing shall be given as provided in GMC Title 14, Administration of Development Regulations. For all other applications, notice of the time and place of the public hearing shall be given as provided in the ordinance governing the application. If none is specifically set forth, such notice shall be given at least 10 working days prior to such hearing.

C. The hearing examiner shall have the power to prescribe rules and regulations for the conduct of hearings under this chapter and also to administer oaths and preserve order. (Ord. 2007-14 § 1).

### **2.50.130 Decision and recommendation.**

A. When the hearing examiner renders a decision or recommendation, the hearing examiner shall make and enter written findings from the record and conclusions therefrom which support such decision. The decision shall be rendered within 10 working days following conclusion of all testimony and hearings, unless a longer period is mutually agreed to on the record by the applicant and the hearing examiner. The copy of such decision, including findings and conclusions, shall be transmitted by first-class mail to the applicant and other parties of record in the case requesting the same. There shall be kept in the planning department a signed

affidavit which shall attest that each mailing was sent in compliance with this provision.

B. In the case of applications requiring city council approval, the hearing examiner shall file a decision with the city council at the expiration of the period provided for reconsideration or, if reconsideration is accepted, within 10 working days after the decision on reconsideration. (Ord. 2007-14 § 1).

### **2.50.140 Reconsideration.**

A party of record believing that a decision or recommendation of the hearing examiner is based on erroneous procedures, errors of law or fact, or the discovery of new evidence which could not be reasonably available at the prior hearing, may make a written request for reconsideration by the hearing examiner within five working days of the date the decision or recommendation is rendered. This request shall set forth the specific errors or new information relied upon by such appellant, and the hearing examiner may, after review of the record, take further action as he or she deems proper. If a request for reconsideration is accepted, a decision is not final until after a decision on reconsideration is issued. (Ord. 2007-14 § 1).

### **2.50.150 Appeal of decision.**

A. Any party who feels aggrieved by the hearing examiner's decision may submit an appeal within 21 calendar days from the date the final decision of the hearing examiner is rendered to the Yakima County superior court.

B. No appeal may be made from a recommendation of the hearing examiner. (Ord. 2007-14 § 1).

### **2.50.160 City council action.**

A. Any application requiring action by the city council shall be taken by the adoption of a motion, resolution or ordinance by the city council. When taking any such final action, the city council shall make and enter findings of fact from the record and conclusions therefrom which support its action. The city council may

adopt all or portions of the findings and conclusions from the hearing examiner's recommendation.

B. In the case of an ordinance for rezone of property, the ordinance shall not be placed on the city council's agenda until all conditions, restrictions or modifications that may have been stipulated by the city council have been accomplished or provisions for compliance made to the satisfaction of the legal department.

C. The action of the city council, approving, modifying, or rejecting a recommendation of the hearing examiner, shall be final and conclusive. Appellants have 21 calendar days from the date of city council action to file an appeal with the superior court. (Ord. 2007-14 § 1).

### **2.50.170 City administrative staff is to be considered a person or party.**

The city's administrative staff shall be considered a "person" and/or "party" and shall have the same rights as any other person or party to make requests for reconsideration to the hearing examiner or to appeal decisions of the hearing examiner to superior court. (Ord. 2007-14 § 1).

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<sup>1</sup> State law reference(s) – Land use hearing examiner, RCW 35A.63.170.

<sup>2</sup> State law reference(s) – Conflict of interest for planning agency, RCW 35A.63.020.

**RESOLUTION NO. 2020-\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES CONTRACT  
FOR HEARING EXAMINER SERVICES WITH GARY M. CUILLIER**

**WHEREAS**, Gary M. Cuillier has been selected by the City to provide Hearing Examiner services; and,

**WHEREAS**, a Professional Services Contract has been prepared setting forth the services, duties and responsibilities of the Hearing Examiner,

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

The Mayor is hereby authorized to sign a Professional Services Contract for Hearing Examiner services with Gary M. Cuillier, in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2020.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

## **PROFESSIONAL SERVICES CONTRACT CITY OF GRANDVIEW HEARING EXAMINER**

### **PARTIES:**

The Parties to this contract are the **CITY OF GRANDVIEW**, 207 W. Second Street, Grandview, Washington 98930 ("City" herein), and **GARY M. CUILLIER**, Attorney at Law, 314 N. 2<sup>nd</sup> Street, Yakima, Washington 98901 ("Cuillier", "Hearing Examiner" herein).

### **RECITALS:**

- 1) The City of Grandview has adopted a hearing examiner system for certain land use matters, at Ch. 2.50, GMC.
- 2) Cuillier has experience in land use matters, including as a hearing examiner for the City of Grandview and other municipalities, and has advised numerous municipalities concerning land use matters.

### **AGREEMENT:**

**1. Engagement of Hearing Examiner.** The City hereby hires Cuillier, and Cuillier agrees to serve, as hearing examiner for the purposes set forth in the City's various ordinances and land use regulations as may be determined by the City Council pursuant to Chapter 2.50 of the Grandview Municipal Code.

**2. Character and Extent of Services.** Cuillier shall perform the services of hearing examiner for the City of Grandview as required in the City's ordinances, as well as other duties as may be assigned by the City Council from time to time.

**3. Pro Tem Hearing Examiner.** It is not contemplated that the City Council will have to appoint a pro term hearing examiner to serve in the event of absence or inability of the hearing examiner to act until such time as such a need arises.

**4. Case Assignment.** If a pro term hearing examiner is appointed in the future, the City Administrator, or his designee, shall assign cases.

**5. Additional Duties.** If a pro term hearing examiner is appointed in the future, the examiner shall coordinate with the pro term hearing examiner in order to insure consistency of analysis and efficient decision making. The examiner's duty to determine matters efficiently shall include the duty to issue written findings and conclusions for all matters coming before the examiner within ten (10) working days of the conclusion of the hearing on each matter unless a longer period is agreed to in writing by the applicant.

**6. Liaison.** The City Administrator, or his representative, shall serve as the City's liaison with the examiner.

**7. Independent Contractor.**

- a. Cuillier's services shall be furnished as an independent contractor and not as an agent, employee or servant of the City. Cuillier specifically has the right to direct and control his own activities in providing the agreed services in accordance with the specifications set out in this agreement.
- b. Cuillier acknowledges that the entire compensation set forth for this contract is set forth herein, and neither he nor his employees are entitled to any City benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to City employees.
- c. Cuillier shall have and maintain complete responsibility and control over his subcontractors, employees, agents and representatives.
- d. Cuillier shall pay for all taxes, fees, licenses, or payments required by federal, state or local laws which are now or may be enacted during the term of this contract.

**8. Professional Fees.** The examiner shall be paid by the City for professional services rendered under this contract at the rate of One Hundred Fifty Five Dollars (\$155) per hour. Unless requested or approved otherwise by the city administrator, the examiner will view the sites of any proposed land use actions on the day of the applicable hearings prior to the hearings. The City will pay for the examiner's round-trip travel time from the examiner's office in Yakima to hearings in the City – which will include the time to view the sites of the proposed land use actions prior to the hearings on the day of the hearings – at the rate of Seventy Five Dollars (\$75) per hour. The Examiner will not be reimbursed by the City for expenses such as training costs, specialized reference materials and planning-related memberships. The payment specified in this section shall be full compensation for services rendered, including all labor, materials, supplies, equipment and necessary incidentals.

**9. Itemized Statements.** By the 5<sup>th</sup> day of each month, the examiner will provide to the City an itemized statement for his services rendered during the previous month.

**10. Payment Schedule.** Payments will be made within twenty-five (25) days of the City's receipt of the examiner's statements.

**11. Facilities to be Furnished by Hearing Examiner.** The examiner shall furnish and maintain an office, equipment, library and clerical staff suitable and adequate for performing the services to be rendered pursuant to this contract. The City shall provide at its expense a hearing room, recording equipment and related supplies.

**12. Ownership of Documents.** The record developed before the examiner, including the examiner's decision or recommendation, shall be the property of the City.

The examiner's work product, consisting of notes, research and preliminary drafts, shall be the property of the examiner.

**13. Termination.** If the examiner shall decide to resign prior to the termination date of this contract, he shall first give written notice not less than ninety (90) days prior to the date of his resignation. The City may terminate this contract for cause or without cause upon giving the examiner thirty (30) days written notice. For purposes of this paragraph, "cause" shall include, but not be limited to, a determination by the City Administrator that the examiner is not giving due consideration to proper procedures or is not conducting hearings in a prudent manner, giving due regard to the Appearance of Fairness Doctrine, laws regarding conflicts of interest, and/or other laws, procedures, and regulations dealing with the subject matter under consideration.

**14. Indemnification.** The City, to the extent of its coverage by the Washington Cities Insurance Authority for acts and omissions of public officials, shall indemnify, defend and hold the examiner harmless from all liability, loss or damage, including costs of defense that he may suffer as a result of claims, demands, actions, damages, costs or judgments which result from any negligent or other actions or omissions not excluded by said coverage.

**15. Non-Assignment.** This contract is personal to the examiner and is not assignable by the examiner to any other individual.

**16. Amendment.** This contract can only be amended by the written agreement of both parties.

**17. Nondiscrimination.** Cuillier, his assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any obligation hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

**18. Interest of Public Officials.** No member of the governing body of the City and no officer, employee or agent of the City shall have any personal financial interest, direct or indirect, in this contract. The examiner shall take appropriate steps to assure compliance.

**19. Interest of Hearing Examiner.** The examiner covenants that he presently has no interest and shall not acquire an interest, direct or indirect, in any property which is the subject of a proceeding before the examiner which would conflict in any manner or degree with the performance of his services hereunder.

**20. Term.** This contract shall commence January 1, 2020 and terminate December 31, 2023 unless prior to said date it is renewed for an additional period on terms agreeable to the City and the examiner.



EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF GRANDVIEW

By: \_\_\_\_\_  
Gloria Mendoza, Mayor

HEARING EXAMINER

Gary M. Cuillier  
Gary M. Cuillier, Hearing Examiner  
Date Signed: 1-7-20

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Quinn N. Plant, City Attorney

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

<b>ITEM TITLE</b>  Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010120GV with the Yakima Valley Conference of Governments	<b>AGENDA NO.:</b> New Business 4 (C)  <b>AGENDA DATE:</b> January 14, 2020
<b>DEPARTMENT</b>  Planning	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)

**DEPARTMENT HEAD REVIEW**

Anita Palacios, City Clerk



**CITY ADMINISTRATOR**

**MAYOR**



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

Each year, the City contracts with the Yakima Valley Conference of Governments (YVCOG) for technical assistance to include planning activities and grant applications on an as needed basis as requested by the City.

**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.

YVCOG has the expertise and capability of assisting the City with planning activities and projects. The maximum amount of compensation and reimbursement to be paid by the City to YVCOG under this Technical Assistance Contract is \$5,000, contract attached. When assistance is requested by the City, YVCOG prepares a scope of work and cost estimate. YVCOG invoices the City based upon actual expenses incurred. This amount has been appropriated in the 2020 planning budget under professional services.

**ACTION PROPOSED**

Move resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010120GV with the Yakima Valley Conference of Governments to a regular Council meeting for consideration.



## YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

311 North 4th Street, Suite 204 • Yakima, Washington 98901  
509-574-1550 • FAX 574-1551

website: [www.yvcog.org](http://www.yvcog.org)

January 6, 2020

Gloria Mendoza, Mayor  
City of Grandview  
207 West 2nd Street  
Grandview, WA 98930

SUBJECT: YVCOG Technical Assistance (TA) / Planning Services (PS) Contracts for 2020

Dear Mayor Mendoza: *Gloria*

Enclosed please find proposed contract options between the YVCOG and the City of Grandview. These contracts were pre-approved by the YVCOG Executive Committee on October 21, 2019 to expedite the process in the event the City wishes to initiate a contract. The time of performance and dollar amount are not filled in. To initiate this contract, those figures will need to be included.

As you know, a TA contract is generally used for YVCOG services that are difficult to develop a specific scope of work. The PS contract is used for land use planning activities. Other uses for these TA contracts include assistance with time-sensitive projects (e.g. grant applications) where a specific scope of work can be developed quickly and approved by Council on short notice. Whenever your needs are more long term or specific to a project (e.g. comprehensive plan updates) we like to use a Professional Services Agreement with a detailed scope of work with identified deliverables and timelines.

- When the TA contract is entered into with a sum of your determination, the funds will be drawn down based upon YVCOG services performed with an additional indirect cost to cover overhead expenses at the City of Grandview's request.
- When a PS contract is entered into, the determined time requested for land use planning is billed monthly for services at the same cost each month.

If you anticipate needing YVCOG assistance or services in 2020, please present the appropriate contract to your Council for discussion and approval. If approved, please return two (2) signed originals and we will return one original once signed by the YVCOG Executive Committee Chair.

Please call if you have any questions. If you would like me to attend a Council meeting to provide additional information, I would be pleased to do so. As always, the YVCOG looks forward to assisting you with your planning needs.

Sincerely,

*Christina Wickenhagen*  
Christina Wickenhagen  
Executive Director

CMW:tdh

cc: Cus Arteaga, City Administrator

Enclosure

### MEMBER JURISDICTIONS

Grandview • Granger • Harrah • Mabton • Moxee • Naches • Selah  
Sunnyside • Tieton • Toppenish • Union Gap • Wapato • Yakima • Yakima County • Zillah

**RESOLUTION NO. 2020-\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE TECHNICAL ASSISTANCE CONTRACT  
NO. 010120GV WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS**

**WHEREAS**, the City of Grandview wishes to enter into a Technical Assistance Contract with the Yakima Valley Conference of Governments for technical planning assistance,

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

The Mayor is hereby authorized to sign the Technical Assistance Contract No. 010120GV with the Yakima Valley Conference of Governments in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2020.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**CITY OF GRANDVIEW  
TECHNICAL ASSISTANCE CONTRACT NO. 010120GV**

THIS CONTRACT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of Grandview, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by Gloria Mendoza, Mayor, hereunto duly authorized:

**WITNESSETH THAT;**

**WHEREAS**, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

**WHEREAS**, the City is desirous of contracting with the Conference for certain technical planning assistance; and,

**WHEREAS**, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

**NOW THEREFORE**, the parties do mutually agree as follows:

**1. Scope of Services.** Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

1.1 Develop or assist in development of grant applications for community projects as requested by the Mayor or City Administrator;

1.2 Develop or assist with GIS for community projects as requested by the Mayor or City Administrator;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

**2. Time of Performance.** The services provided by the Conference pursuant to this contract shall:

☒ commence on January 1, 2020 and shall end on December 31, 2020.

☐ commence on \_\_\_\_\_, 2020 and shall end on \_\_\_\_\_, 2020.

**3. Access to Information.** It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City. No charge shall be made to the Conference for such information, and the City will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement to be paid by the City hereunder shall not exceed \$ 5000 .00 for all services required. In addition, the City will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal to the Council and Planning Commission. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the

Social Security, Workmen's Compensation and Income Tax Laws for persons other than City employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to the City for payment based upon work completed for the City. Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, the City or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either the City or the conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, the City will compensate the Conference for that portion of services extended unto the City.

7. Modification. The terms of this contract may be changed or modified by mutual agreement of the City and the Conference in the form of written amendments to this contract.

8. Contract for Continuation. The City shall give notice of their intent to continue or discontinue the contractual agreement for the year 2020, at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF  
GOVERNMENTS

CITY OF GRANDVIEW  
YAKIMA COUNTY

BY: \_\_\_\_\_  
Conference Chair

BY: \_\_\_\_\_  
Mayor Gloria Mendoza

ATTEST: \_\_\_\_\_  
Secretary

ATTEST: \_\_\_\_\_  
Anita Palacios, City Clerk



207 W. 2nd Street • Grandview, Washington 98930 • Tel: (509) 882-9200 • Fax: (509) 882-3099 • [www.grandview.wa.us](http://www.grandview.wa.us)

**TO:** Mayor Mendoza  
Grandview City Council  
Cus Arteaga, City Administrator

**FROM:** Matthew Cordray, City Treasurer

**DATE:** January 6, 2020

**SUBJECT: HOTEL/MOTEL TAXES TO CHAMBER OF COMMERCE**

I have received accounting of the Chamber's 2019 tourism expenditures of the Hotel/Motel taxes remitted to them in and prior to 2019. My review of the expenditures included debit transactions and cancelled checks written on the Chamber's account and corresponding invoices for services or materials. The 2019 expenses claimed by the Chamber of Commerce are \$3,248.28.

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 all checks written on the Tourism account. I again relied heavily on past tourism activities of the Chamber of Commerce and the documentation of same. Expenses for 2019 were consistent with recent prior years.

Based on my review of the Chamber records, they are due the Hotel/Motel Taxes receipted by the City during 2019. That amount is \$2,453.26, to be processed by a Treasurer's check after Council's approval at the January 14, 2020 Committee-of-the-Whole meeting.

Grandview Chamber of Commerce  
2019 Tourism Expenditures  
City Treasurer's Audit Worksheet

Data provided by C. of C.

Check No.	Date	Paid To	Purpose	Amount	"Tourism"	Invoice or Receipt	Audit & Review Notes
3273	4/30/2019	Clyde's	Float repairs	500.00	500.00	Invoice	Copy of cancelled check & invoice
3277	5/8/2019	Clyde's	Float repairs	1,000.00	1,000.00	Invoice	Copy of cancelled check & invoice
Debit Card	9/18/2019	TRT Printed	T-shirts for Grape Stomp	614.50	614.50	Invoice	Copy of bank statement & invoice
Debit Card	11/12/2019	TRT Printed	T-shirts for Turkey Trot	409.42	409.42	Invoice	Copy of bank statement & invoice
Debit Card	11/15/2019	TRT Printed	T-shirts for Turkey Trot	129.23	129.23	Invoice	Copy of bank statement & invoice
Debit Card	11/20/2019	TRT Printed	T-shirts for Turkey Trot	595.13	595.13	Invoice	Copy of bank statement & invoice
Total:				3,248.28	3,248.28		

City can reimburse \$2,453.26