

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, AUGUST 25, 2020**



Governor Proclamation 20-28.8 continues the prohibition on "in-person" meetings through September 1, 2020. This meeting will be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

**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 accepting the Stover Road and Birch Street Resurfacing as complete 1-7
  - B. Resolution authorizing the Mayor to sign the School Resource Officer Memorandum of Agreement with the Grandview School District 8-14
  - C. Grandview Police Department Personnel Decisions 15-18
  - D. Resolution approving an Interlocal Cooperative Agreement between the City of Grandview and the Port of Grandview, Washington, for Small Business Emergency Grants 19-24
  - E. Resolution authorizing the Mayor to sign an Agreement for the pass through and use of Washington State Department of Commerce Coronavirus Relief Funds between the City of Grandview and the Yakima County Development Association 25-37
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

Governor Proclamation 20-28.8 continues the prohibition on "in-person" meetings through September 1, 2020. This meeting will be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

The City of Grandview Committee-of-the-Whole and Council Meetings scheduled for Tuesday, August 25, 2020 at 6:00 pm and 7:00 pm will only be available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

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

**ITEM TITLE**

Resolution accepting the Stover Road and Birch Street Resurfacing as complete

**AGENDA NO.:** New Business 4 (A)

**AGENDA DATE:** August 25, 2020

**DEPARTMENT**

Public Works Department

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

N/A

**DEPARTMENT DIRECTOR 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)

None

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

Central Paving, LLC has completed the construction of the Stover Road and Birch Street Resurfacing. Staff recommends Council accept the project as complete once the requirements in the August 19, 2020 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

**ACTION PROPOSED**

Move a resolution accepting the Stover Road and Birch Street Resurfacing as complete to a regular Council meeting agenda for consideration.

August 19, 2020

City of Grandview  
207 West 2<sup>nd</sup> Street  
Grandview, WA 98930

Attn: Mr. Cus Arteaga

Re: City of Grandview  
STOVER ROAD AND BIRCH STREET RESURFACING  
TIB Project No.: 3-E-183(008)-1  
HLA Project No.: 20038C  
Final Progress Estimate and Project Acceptance

Dear Cus:

Enclosed is Progress Estimate No. 2 designated as the Final for work performed by Central Paving, LLC, through July 15, 2020, in connection with their contract on the above referenced project. The amount due the Contractor of \$0.00 is net after retainage, as per the contract documents. We recommend this Final Progress Estimate be considered and accepted by the Grandview City Council.

This letter also serves as our recommendation for acceptance of this project by the City of Grandview. We have reviewed the work performed by Central Paving, LLC, on this project and believe it has been completed satisfactorily. Please provide us a copy of the Council resolution authorizing project acceptance.

Enclosed for your action is the "Notice of Completion of Public Works Contract" to be completed and sent to the Department of Revenue, Department of Labor and Industries, and Employment Security Department in Olympia. Forward one (1) copy each of the Notice of Completion to the Department of Revenue, Department of Labor and Industries, and the Employment Security Department as soon as the Grandview City Council has accepted the project.

The retainage on this project in the amount of \$12,742.22 should be released to Central Paving, LLC, after acceptance of the project and when the following conditions have been satisfied:


1. There are no liens or claims for labor and materials furnished on this project filed against the retainage.
2. A full sixty (60) days have elapsed since the official acceptance of this project by the City of Grandview.
3. The City has received Notice of Completion clearance from the Department of Revenue, Department of Labor and Industries, and the Employment Security Department relative to this contract. Please provide a copy of each to our office.

4. The City has received the following from HLA Engineering and Land Surveying, Inc. (HLA):
  - a. HLA has confirmed that all punch list items identified during the final walk-through inspection have been completed.
  - b. HLA has emailed a neatly marked 11"x17" set of record drawings to the City of Grandview on July 29, 2020.
  - c. A notarized certificate from the Contractor which states that all labor and materials furnished on this project have been paid for is attached.
  - d. The required project labor and equal employment opportunity documents will be delivered to the City of Grandview on August 19, 2020.

We would appreciate receiving a copy of your Council Resolution authorizing release of retainage.

Please contact this office if you have questions or if we may furnish additional information.

Very truly yours,



Stephen S. Hazzard, PE

SSH/crf

Enclosures

Copy: Joel Greear, Central Paving, LLC (Email)  
Caroline Fitzsimmons, HLA (Hard Copy)

TO THE  
City of Grandview


RECEIVED

JUL 27 2020

HLA, Inc.

I hereby certify that

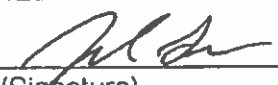
- a) All materials and labor used and performed in the construction of the STOVER ROAD AND BIRCH STREET RESURFACING – Project Number 20038C, for the City of Grandview, have been paid in full and there are no liens or other legal actions pending;
- b) Central Paving, LLC, has complied with the provisions of Section 1-07.19 (Gratuities) of the Standard Specifications; and
- c) All industrial insurance premiums, as required under RCW 51.12.050 (Public Works) and RCW 51.12.070 (work done by contract) have been paid.


by   
Joel Greener - Managing Member  
Name and Title (Please print or type)

Central Paving, LLC  
Contractor

STATE OF Washington )  
COUNTY OF Kittitas ) SS



SIGNED AND SWORN TO (OR AFFIRMED) BEFORE ME ON July 24<sup>th</sup>, 2020.  
BY   
(Signature)

  
Notary Public Printed Name: Taylor Wilson  
My Appointment Expires: 06/03/2020

(Please return completed CERTIFICATION form to HLA)

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

STOVER ROAD AND BIRCH STREET RESURFACING  
TIB Project No.: 3-E-183(008)-1  
HLA Project No.: 20038C / 20007C

TO: Central Paving, LLC  
1410 W. Dolarway Road  
Ellensburg, WA 98926

Progress Estimate No.: 2 AND FINAL  
Date: July 15, 2020

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 1 Quantity	Estimate 2 Quantity	Quantity to Date	Amount	Contract Quantity
<b>SCHEDULE A - STOVER ROAD AND BIRCH STREET RESURFACING (TIB)</b>									
1	Minor Change	FA	EST.	\$5,000.00	1,788.15	0.00	1,788.15	\$1,788.15	36%
2	Mobilization	LS	1	\$14,000.00	100%	0%	100%	\$14,000.00	100%
3	Project Temporary Traffic Control	LS	1	\$10,395.00	100%	0%	100%	\$10,395.00	100%
4	Unclassified Excavation Incl. Haul	CY	40	\$100.00	40	0	40	\$4,000.00	100%
5	Crushed Surfacing Top Course	TON	20	\$80.00	21.35	0.00	21.35	\$1,281.00	107%
6	Emulsified Asphalt (CSS-1)	SY	2,780	\$1.00	2,881	0	2,881	\$2,881.00	104%
7	Planing Bituminous Pavement	SY	7,400	\$3.20	7,454	0	7,454	\$23,852.80	101%
8	Pavement Repair Excavation Incl. Haul	SY	150	\$15.00	1	0	1	\$15.00	1%
9	Crack Sealing	FA	EST.	\$5,000.00	8,204.80	0.00	8,204.80	\$8,204.80	164%
10	HMA Cl. 3/8-Inch PG 64S-28	TON	925	\$90.00	882.11	0.00	882.11	\$79,389.90	95%
11	HMA for Pavement Repair Cl. 3/8-Inch PG 64S-28	TON	50	\$150.00	30.22	0.00	30.22	\$4,533.00	60%
12	Adjust Manhole	EA	3	\$800.00	3	0	3	\$2,400.00	100%
13	Adjust Valve Box	EA	7	\$600.00	7	0	7	\$4,200.00	100%
14	Adjust Cleanout	EA	1	\$800.00	1	0	1	\$800.00	100%
15	Cement Conc. Traffic Curb and Gutter	LF	180	\$38.50	180	0	180	\$6,930.00	100%
16	Cement Conc. Sidewalk 4-Inch Thick	SY	15	\$71.50	15	0	15	\$1,072.50	100%
17	Cement Conc. Curb Ramp	EA	6	\$1,650.00	6	0	6	\$9,900.00	100%
18	Pavement Markings	LS	1	\$5,010.50	100%	0%	100%	\$5,010.50	100%
<b>SUBTOTAL</b>								<b>\$180,853.65</b>	
<b>ADDITIVE SCHEDULE B - BIRCH STREET FROM WINE COUNTRY ROAD TO 2ND STREET (LOCAL)</b>									
19	Minor Change	FA	EST.	\$2,500.00	0	0	0.00	\$0.00	0%
20	Mobilization	LS	1	\$3,000.00	100%	0	100%	\$3,000.00	100%
21	Project Temporary Traffic Control	LS	1	\$3,773.00	100%	0%	100%	\$3,773.00	100%
22	Planing Bituminous Pavement	SY	745	\$3.20	745	0%	745	\$2,384.00	100%
23	HMA for Preleveling Cl. 3/8-Inch PG 64S-28	TON	35	\$110.00	15.00	0%	15.00	\$1,650.00	43%
24	HMA Cl. 3/8-Inch PG 64S-28	TON	210	\$95.00	192.30	0%	192.30	\$18,268.50	92%
25	Adjust Valve Box	EA	3	\$600.00	3	0%	3	\$1,800.00	100%
26	Pavement Markings	LS	1	\$2,541.00	100%	0%	100%	\$2,541.00	100.0%
<b>SUBTOTAL</b>								<b>\$33,416.50</b>	
<b>ADDITIVE SCHEDULE C - BIRCH STREET FROM 2ND STREET TO 3RD STREET (LOCAL)</b>									
27	Minor Change	FA	EST.	\$2,500.00	0.00	0	0.00	\$0.00	0%
28	Mobilization	LS	1	\$3,000.00	100%	0	100%	\$3,000.00	100%
29	Project Temporary Traffic Control	LS	1	\$3,773.00	100%	0	100%	\$3,773.00	100%
30	Planing Bituminous Pavement	SY	875	\$3.20	875	0	875	\$2,800.00	100%
31	HMA for Preleveling Cl. 3/8-Inch PG 64S-28	TON	38	\$110.00	40.36	0	40.36	\$4,439.80	106%
32	HMA Cl. 3/8-Inch PG 64S-28	TON	225	\$95.00	245.89	0	245.89	\$23,359.55	109%
33	Adjust Manhole	EA	1	\$800.00	1	0	1	\$800.00	100%
34	Adjust Valve Box	EA	1	\$800.00	1	0	1	\$800.00	100%
35	Pavement Markings	LS	1	\$2,002.00	100%	0	100%	\$2,002.00	100%
<b>SUBTOTAL</b>								<b>\$40,774.15</b>	

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 1 Quantity	Estimate 2 Quantity	Quantity to Date	Amount	Contract Quantity
SUBTOTAL, WORK TO DATE								\$254,844.30	
PLUS MATERIALS ON HAND								\$0.00	
SUBTOTAL AMOUNTS								\$254,844.30	
TOTAL								\$254,844.30	
LESS TOTAL RETAINAGE								\$12,742.22	
LESS AMOUNTS PREVIOUSLY PAID								\$242,102.08	
AMOUNT NOW DUE								\$0.00	

Progress Estimate No. 1 \$ 242,102.08  
Progress Estimate No. 2 AND FINAL \$ 0.00

Retainage \$: 12,742.22  
Retainage \$: 0.00

I hereby certify that the foregoing is a true and correct statement of the work performed under this Contract.

  
Stephen S. Hazzard, PE

ACCEPTED:

I hereby accept the Final Progress Estimate and Final Contract Voucher Certification, in accordance with Section 1-09.9 of the WSDOT Standard Specifications.

  
Central Paving, LLC

7/20/2020  
Date:



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

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE STOVER ROAD AND BIRCH STREET RESURFACING  
AS COMPLETE**

**WHEREAS**, the City contracted with Central Paving LLC to perform work for the Stover Road and Birch Street Resurfacing; and,

**WHEREAS**, the City's Public Works Director has determined that the work performed by Central Paving LLC on this project is complete and ready for final acceptance by the City Council,

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

The City of Grandview accepts the Stover Road and Birch Street Resurfacing as complete and authorizes staff to release the retainage to Central Paving LLC once the conditions in the August 19, 2020 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

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

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_




**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**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 School Resource Officer Memorandum of Agreement with the Grandview School District	<b>AGENDA NO.:</b> New Business 4 (B)  <b>AGENDA DATE:</b> August 25, 2020
<b>DEPARTMENT</b>  Police Department	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)

<b>DEPARTMENT DIRECTOR REVIEW</b>  Kal Fuller, Police Chief	
<b>CITY ADMINISTRATOR</b>  	 <b>MAYOR</b>  

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

Grandview has had a School Resource Officer (SRO) for many years. SRO wages are paid half by the City and half by the Grandview School District. The SRO program has always been supported by the Council and benefits both the public and the Police Department.

**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.

In 2019, the legislature passed HB 1216. HB 1216 creates a statewide consistency for roles, limitations, and minimum training for SRO's. Schools are required to adopt a model policy for the 2020-2021 school year. The main impact of this legislation on Grandview Police Department is the training requirement. In anticipation of this being required for the upcoming school year, we have already sent our SRO through all the necessary classes.

Approval of the SRO Memorandum of Agreement will allow the SRO program to continue as it has been.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign the School Resource Officer Memorandum of Agreement with the Grandview School District to a regular Council meeting for consideration.



# Officers on site

## The Washington State School Resource Officer Program

In 2019, House Bill (HB) 1216 – School Safety and Student Well-Being created a statewide School Resource Officer (SRO) program to establish effective partnerships and protect the health and safety of all students. The legislation stated that it was not the intent of the Legislature to require districts to have SROs in schools. Instead, the legislation articulates an intention of creating statewide consistency for the role, limitations, and minimum training of SROs for districts that opt to have an SRO program.

Previously, there was no statewide definition for an SRO and that caused some confusion. HB 1216 has now defined an SRO as “a commissioned law enforcement officer in the state of Washington with sworn authority to make arrests, deployed in community-oriented policing, and assigned by the employing police department or sheriff’s office to work in schools to address crime and disorder problems, gangs, and drug activities affecting or occurring in or around K-12 schools.” In response to possible concern that the presence of an SRO would increase students’ involvement with the criminal justice system, HB 1216 stated that SROs should

focus on keeping students out of the criminal justice system when possible and should not be used to attempt to impose criminal sanctions in matters that are better handled within the educational system.

HB 1216 establishes boundaries on the roles and duties of an SRO and states that districts wishing to implement an SRO program must ensure that district policies are in place to clarify when teachers and school administrators may ask an SRO to intervene. To ensure your district is compliant, WSSDA has created a new Model Policy 4311 School Resource Officer; this is an Essential policy for districts that will implement an SRO program and must be in place at the beginning in the 2020-2021 school year.

**Model Policy  
4311  
School Resource  
Officer**  
**Model Form  
4311F  
School  
Resource Officer  
Memorandum of  
Agreement**

HB 1216 also requires that any school district choosing to have an SRO program must enter an agreement with the local law enforcement agency that provides the SRO(s) for the district. The agreement must include a clear statement regarding SRO duties and responsibilities related to behavior and discipline. In particular, the agreement must acknowledge the role of an SRO as a

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teacher, informal counselor, and law enforcement officer, as well as recognize that a trained SRO knows when to interact with students informally to reinforce school rules and when to enforce the law. However, the agreement must prohibit an SRO from becoming involved in discipline situations that are the responsibility of school administrators.

Previously, there were no statewide requirements for SRO training and that caused some concern. HB 1216 mandates 12 topic areas for SRO training, which the agreement must confirm that every SRO has received. Other components of the agreement between the school district and the law enforcement agency specified by HB 1216 include provisions for annual collection and reporting of data regarding calls for law enforcement service and the outcome of each call. The legislation further specifies that this must be disaggregated by school, offense type, demographics, and special education or 504 plans.

Further, HB 1216 specifies that the agreement between the school district and law enforcement agency must provide for a complaint process for families to file SRO-related complaints with the school and local law enforcement agency. The agreement must be reviewed and renewed annually in a review process that involves parents, students, and community members. Remember, these provisions take effect at the beginning of the 2020-2021 school year. To ensure your district is compliant with these statutory requirements, WSSDA has created a new Model Form 4311F-School Resource Officer-Memorandum of Agreement. Please note that the model agreement specifies

**Model Policy  
4311  
Model Form  
4311F**

that the law enforcement agency maintains the data collection and retains the responsibility for training its employees who will serve as SROs. These provisions will help protect your district if an insurance claim is ever made.

As noted earlier, for statewide consistency around minimum, mandatory training requirements, the legislation specifies that SROs must receive training in 12 identified topics. To facilitate completion of this training, the Office of Superintendent of Public Instruction (OSPI) suggests that current and potential SROs examine transcripts of completed trainings, document participation in current law enforcement or school district trainings, and work with their law enforcement agency to develop a personalized plan to meet unmet training requirements. Potential resources are listed on the [SRO Page](#) on the OSPI website.

Lastly, in separate legislation also passed in 2019, Senate Bill (SB) 5497 - Immigrants - Statewide Policy, the Legislature stated that the primary purpose of state and local law enforcement agencies, including SROs, is not to enforce civil federal immigration law. Therefore, when acting in their official capacity as school resource officers, an SRO may not inquire into or collect information about an individual's immigration or citizenship status, or place of birth, or provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law. Both WSSDA's new model policy and new model form relating to SROs include provisions reflecting these statutory limitations on any SRO working with a school district.



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

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE SCHOOL RESOURCE OFFICER  
MEMORANDUM OF AGREEMENT WITH THE GRANDVIEW SCHOOL DISTRICT**

**WHEREAS**, the City of Grandview and the Grandview School District have previously entered into Interlocal Agreements for the School Resource Officer, and

**WHEREAS**, the City and School District wish to continue said School Resource Officer program,

**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 School Resource Officer Memorandum of Agreement with the Grandview School District 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**

# **School Resource Officer Memorandum of Agreement**

## **Memorandum of Understanding Between Grandview School District and Grandview Police Department**

This agreement (the Agreement) is made by and between Grandview School District and Grandview Police Department. The Agreement refers to the District and the Police Department collectively are "the Parties". The Chief of Police of the Grandview Police Department (the "Chief") and the Superintendent of the District ("the Superintendent") are each a signatory to this Agreement. This Agreement shall be effective as of the date of signing and remains in full force and effect until amended or until such time as either of the Parties withdraws from this Agreement by delivering written notification to the other Party.

Upon the Parties execution of this Agreement, a copy of the Agreement shall be placed on file in the offices of the Chief and the Superintendent. The Parties shall also share copies of this Agreement with the SRO, any principals in schools where the SRO will work, and any other individuals whom they deem relevant or who request it.

The District and the Police Department will annually review the SRO program using a process that involves parents, students, and community members and adopt an updated agreement as appropriate.

### **I. Mission and Purpose**

The mission of the SRO program is to improve school safety and the educational climate at the school. The purpose of this Agreement is to fulfill the requirements of RCW 28A.320.124(2), which requires an agreement between school districts and the local law enforcement agency for implementation of a School Resource Officer (SRO) program and specifies elements that must be incorporated into such an agreement. Additionally, this Agreement fulfills the requirements of RCW 10.93.160 and formalizes and clarifies the partnership between the District and the Police Department. This Agreement is not intended to, does not, and may not be relied upon to create any rights, substantive or procedural, enforceable by any person in any civil or criminal matter.

### **II. SRO Roles, Duties, and Limitations**

The role of the SRO on campus typically involves three parts: educator, informal counselor, and law enforcer. The focus of any SRO working in the District is to keep students out of the criminal justice system when possible. The District shall integrate the SRO into the school community through participation in faculty and student meetings and assemblies as appropriate. SROs shall support a positive school climate by developing positive relationships with students, parents, and staff, and by helping to promote a safe, inclusive, and positive learning environment. The SRO is a valuable team member of School Based Threat Assessment Teams, which are preventative in purpose, and SROs are encouraged to participate consistent with Policy and Procedure 3225 – School Based Threat Assessment.

The primary responsibility for maintaining proper order and conduct in the schools resides with school principals or their designee, with the support of other school staff. This may include minor violations of the law occurring during school hours or at school activities. The

SRO program does not diminish the District's authority and shall not be used to attempt to impose criminal sanctions in matters that are more appropriately handled within the District. Principals or their designee maintain order and handle all student discipline matters consistent with Student Discipline Policy and Procedure 3241. SROs appropriately interact with students informally to reinforce school rules.

### **III. Requests for Intervention**

Teachers and school administrators may ask an SRO to intervene if a student's presence poses an immediate and continuing danger to others or an immediate and continuing threat of material and substantial disruption of the educational process or in other emergency circumstances consistent with 3432 – Emergencies. SROs do not need to be asked before intervening in emergencies.

As a general rule, law enforcement activity should take place at a location other than school premises. However, there are circumstances where formal law enforcement intervention/activity at school is warranted and may be conducted by an SRO. These law enforcement activities may include interviews and interrogations; search of a student's person, possessions, or locker; citations, filing of delinquency petitions, referrals to a probation officer, actual arrests, and other referrals to the juvenile justice system, consistent with 3226 – Interview and Interrogations of Students on School Premises and 3230 – Student Privacy and Searches.

Per RCW 10.93.160, the SRO duties do not extend to immigration enforcement and the SRO will not inquire into or collect information about an individual's immigration or citizenship status, or place of birth. Neither will the SRO provide information pursuant to notification requests from federal immigration authorities for the purposes of civil immigration enforcement, except as required by law, consistent with 4310 – District Relationship with Law Enforcement and other Government Agencies.

### **IV. Training of SRO**

The SRO is an employee of the Police Department. The Police Department retains the authority and responsibility for training its employees, including SROs. By signing this Agreement, the Police Department confirms SROs assigned to the District have been trained in all the topics required by RCW 28A.320.124(1), including:

- Constitutional and civil rights of children in schools, including state law governing search and interrogation of youth in schools;
- Child and adolescent development;
- Trauma-informed approaches to working with youth;
- Recognizing and responding to youth mental health issues;
- Educational rights of students with disabilities, the relationship of disability to behavior, and best practices for interacting with students with disabilities;
- Collateral consequences of arrest and prosecution and pathways for youth to access services without court or criminal justice involvement;
- Local and national disparities in the use of force and arrest of children;
- De-escalation techniques when working with youth or groups of youth;
- State law regarding restraint and isolation in schools, including RCW 28A.600.485
- Bias free policing and cultural competency, including best practices for interacting with students from particular backgrounds, including English learners, Lesbian Gay Bisexual Transgender and Queer (LGBTQ), and immigrants; and
- The federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. Sec. 1232g) requirements, including limits on access to and dissemination of student records for non-educational purposes.

V. **Complaint Resolution**

The Parties shall develop and implement a simple and objective complaint resolution system for all members of the school community that complies with Police Department policies. The complaint resolution system will register concerns regarding the SRO or the SRO Program, provide for the investigation of registered complaints, and provide for timely communication of the resolution of the complaint to the complainant. The complaint resolution system shall allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the SRO consistent with the SRO's due process rights and any applicable employment protections. The District will inform all students, parents, guardians, teachers, and administrators of the complaint resolution system at the beginning of each school year.

VI. **Data Collection and Reporting**

The SRO, Police Department, and the District shall work together to ensure the proper collection and reporting of data regarding calls for law enforcement service and the outcome of each call. The data will be disaggregated by school, offense type, race, gender, age, and students who have an individualized education program or plan developed under section 504 of the federal rehabilitation act of 1973. Data collection shall be maintained by the law enforcement agency.

Dated this \_\_\_\_\_ day of August 2020.

GRANDVIEW SCHOOL DISTRICT

CITY OF GRANDVIEW

\_\_\_\_\_  
Grandview School District  
Superintendent

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Grandview School District  
School Board President

\_\_\_\_\_  
City Clerk

Approved as to form:

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




# GRANDVIEW POLICE DEPARTMENT

207 W. 2ND STREET, GRANDVIEW, WA 98930 TELEPHONE (509) 882-2000  
FAX (509) 882-1232



KAL FULLER  
Chief of Police

**Date:** 08/20/2020  
**To:** Cus Arteaga, City Administrator  
**From:** Kal Fuller, Chief of Police   
**Re:** Personnel Decisions

I am writing this memo to generate council discussion on two topics (1) the addition of one new patrol officer position and (2) the promotion of one current officer to the rank of Sergeant.

## **Anticipatory New Hire Officer:**

During the budget process money was included to hire a 20<sup>th</sup> commissioned officer position. The understanding was that I would return to council mid-year to review the cities financial situation and confirm the decision. That is what I would like to do now.

I have several officers that are eligible to retire in 2021 and it can easily take up to one year before a new hire is filling a road position. Since 2017 the city has been hiring one new officer each year in anticipation of the next years retirement. Because of the uncertainty involved with retirements we have been proactive in making sure we have officers ready to fill vacancies. This approach has been successful and kept us up to minimum staffing levels.

As presented in charts during budget season, the minimum staffing level for Grandview PD is 18 commissioned officers. Our 2019 anticipatory hire is now on a shift by himself which puts us at 19 commissioned officers. If only one officer retires in 2021, I will be back at minimum staffing level of 18. If a second officer retires any time before October of 2021, I will drop below minimum staffing.

I currently have not had any officer turn in official notice that they are retiring in 2021. As mentioned during the budget presentation, retirements can happen with little notice.

I ask for direction from the council to either:

- start the hiring process
- re-submit the request as part of the 2021 budget process, to provide more time for discussion.

### **Promoting One Current Officer to Sergeant:**

In my written handout materials for the 2020 budget I included an explanation that I wanted to promote one current officer to the rank of sergeant in 2020. The funds for this were included in the 2020 budget. During my verbal presentations to the council I did not have adequate time, however, to verbally highlight this promotion.

The promotion of a fourth sergeant has become absolutely critical for my department and public safety. Sergeants modify behavior, implements systems, and ensure compliance with policy. They are essential to risk management in law enforcement.

The promotion of a fourth sergeant is critical because:

- With our 24 hour/7 day a week operation there are younger, inexperienced officers working without a sergeant present. They are making decisions that can impact the city for years, without the oversight that only a well-trained sergeant can provide.
- There has been a gradual build-up of new duties being assigned to current sergeants. These new duties have been added on top of their real-time supervision duties.
- An increase in officers needing to leave the city (e.g., DUI, Mental Health calls, jail transports), requires specialized supervisory experience and training to determine the safest way (for the officer and the city) to handle those events.
- New policies that GPD is adopting need to be consistently enforced in real time.

With the events going on around the country and video examples of law enforcement failures, Grandview PD needs to put proper safeguards in place to reduce exposure to our city. An adequate number of sergeants helps do this. The insurance they provide to the city is incredible compared to the \$10k that a sergeant earns above a patrol officer's wages.

The current union contract created an Officer-in-Charge (OIC) position. The OIC is authorized to make some supervisory decisions in real time when they are working and

no sergeant is available. An OIC is not trained to the same level as a sergeant is, however, and does not provide the same quality of oversight. Money spent giving basic training to multiple OICs could be better spent giving specialized training to one sergeant.

As GPD moves into the future this promotion will give us an adequate number of sergeants to modify behavior, implement systems, and enforce policies. This is what will allow GPD to fulfill its vision of "Service with Excellence".



# RETIREMENT TIMELINE



NOTE: 12 Road Officers allows for 2 person coverage



14 Road Officers allows a full Overlap Shift (reduce OT) and/or Fill-in Shift (to keep Road level at 12 minimum).

Allows for 0 years experienced Road Officer to prepare to take over from 20 year experienced Officer

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

**ITEM TITLE**

Resolution approving an Interlocal Cooperative Agreement between the City of Grandview and the Port of Grandview, Washington, for Small Business Emergency Grants

**AGENDA NO.:** New Business (D)

**AGENDA DATE:** August 25, 2020

**DEPARTMENT**

Economic Development

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

**DEPARTMENT DIRECTOR REVIEW**

City Administrator/Public Works Director Cus Arteaga



**CITY ADMINISTRATOR**

**MAYOR**





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

On April 27, 2020, Governor Inslee announced the award of nearly \$300 million to local governments in Coronavirus Relief Funds (CRF) from Washington State's allocation of the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding. The City of Grandview's award is \$336,000.

**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.

At the August 6, 2020 special meeting, Council agreed to dedicate \$141,000 in Coronavirus Relief Funds for small business assistance and invited the Port of Grandview to participate in said small business grants. The Port of Grandview agreed to participate in the amount of \$50,000.

The Port drafted the attached Interlocal Cooperative Agreement between the City and Port for Small Business Emergency Grants.

**ACTION PROPOSED**

Move a resolution approving an Interlocal Cooperative Agreement between the City of Grandview and the Port of Grandview, Washington, for Small Business Emergency Grants to a regular Council meeting for consideration.

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

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN  
THE CITY OF GRANDVIEW AND THE PORT OF GRANDVIEW, WASHINGTON,  
FOR SMALL BUSINESS EMERGENCY GRANTS**

**WHEREAS**, the City of Grandview and the Port of Grandview have negotiated an Interlocal Cooperative Agreement for Small Business Emergency Grants; and

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

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

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

The Mayor is hereby authorized to sign the Interlocal Cooperative Agreement for Small Business Emergency Grants between the City of Grandview and the Port of Grandview, a copy of which 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**

**INTERLOCAL COOPERATIVE AGREEMENT**  
**between**  
**THE CITY OF GRANDVIEW AND THE PORT OF GRANDVIEW, WASHINGTON,**  
**for**  
**SMALL BUSINESS EMERGENCY GRANTS**

THIS INTERLOCAL COOPERATIVE AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between the City of Grandview, Washington, a Washington Municipal Corporation and the Port of Grandview, a Washington Municipal Corporation referred to as the "Jurisdictions".

WHEREAS, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), the Jurisdictions are authorized to exercise their powers jointly, thereby maximizing their ability to provide services and facilities which will best fulfill common needs of the Jurisdictions, and;

WHEREAS, as a result of the COVID-19 PANDEMIC, the Governor of Washington declared a state of emergency on February 29, 2020 and has issued orders implementing public safety measures related thereto which have required businesses within the Jurisdictions curtail or close to protect or to incur additional expenses to protect the population from exposure to the virus, and;

WHEREAS, the City of Grandview has received \$336,000 in federal funds from the Coronavirus Relief funds from the Coronavirus Aid, Relief and Economic Security act ("CARES ACT") through the Washington Department of Commerce; and and;

WHEREAS, the Grandview City Council has determined that these funds shall be utilized as follows:

- Equipment, Tools and Staff Costs - \$35,000
- Ambulance Service Fees - \$100,000
- 4% Service Fee - \$30,000
- Electronic Equipment & Communications Upgrade - \$15,000
- NaviRetail - \$16,000
- Local Business Grants - \$141,000

WHEREAS, the City has entered into an agreement with Yakima County Development Association (YCDA) for the administration of the CARES ACT Local Business Grants for assistance to Grandview businesses to mitigate the adverse effects to businesses as a result of the COVID-19 PANDEMIC, whether caused directly or indirectly by the state of emergency declared on February 29, 2020 by the Governor of Washington, or public safety measures initiated related thereto; and

WHEREAS, grant applications from Grandview businesses exceed the funding available for local business grants and the City has requested the Port of Grandview to partner with the City to provide assistance in the amount of \$50,000 for Grandview businesses to mitigate the adverse effects of the COVID-19 PANDEMIC, and

WHEREAS, the Jurisdictions, by their respective governing bodies, have determined this effort will promote and sustain economic development with the boundaries of both Jurisdictions and may be best implemented on a shared basis in a manner deemed most efficient and effective for the Jurisdictions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Jurisdictions agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide emergency grants to qualified small businesses as set forth in the programmatic guidelines in Attachment 1 to this Agreement. The Port is entering into this Agreement with the City, as a municipal entity, as a joint economic development activity in accordance with RCW 53.08.240 and to implement the Port's Comprehensive Plan in particular:

- Marketing Objective #7: Continue to support businesses located in the Grandview Port District.
- Marketing Objective #8: Recognize and encourage existing businesses (newsletter, signage, etc).
- Marketing Objective #9: Encourage business development and expansion within the Grandview Port District.

Section 2. Administration. This Agreement shall be administered by the Grandview City Administrator or his designee. Such person shall be responsible for:

- (a) Establishing policies for implementing this Agreement.
- (b) Providing periodic progress reports to the elected officials of each Jurisdiction.
- (c) Monitoring progress of the Jurisdictions and other agencies in the fulfillment of their respective responsibilities.
- (d) The City and the Port shall be identified equally as sponsors in all documents and publicity related to the program and the Jurisdictions shall hold a joint news conference or publicity release explaining the joint City/Port program.



Section 3. Funding. Each Jurisdiction hereby commits to provide funding as set forth below:

(a)	City of Grandview	\$141,000
(b)	Port of Grandview	\$ 50,000

Section 4. Expenditure of Committed Funds. The Port will transfer its funds to the City within Thirty Days after the effective date of this Agreement. The City will transfer funds to grant recipients as necessary for funding the grants approved and recommended for funding by YCDA.

(a) The CARES Funds in the amount of \$141,000 provided by the City will provide the initial source of the funding for the grants to local business under this program. In the event, this grant program does not require all of the funds provided by the City, the City shall retain the remaining funds for other uses permitted under the CARES Grant.

(b) The Port funding shall be supplemental to the CARES Grant funding from the City. After the CARES Grant funding has been disbursed to local grant recipients, YCDA may make additional grants from the funds provided by the Port. In the event, this grant program does not require all of the funds provided by the Port, the remaining Port funds shall be returned to the Port.

Section 5. Modification. This Agreement may be modified only by unanimous written consent of each Jurisdiction.

Section 6. Term Of Agreement And Termination.

(a) The term of this Agreement shall become effective on full execution hereof.

(b) This Agreement shall expire one year from the effective date of this Agreement. The Jurisdictions may agree to an earlier termination date or may extend the termination date as the Jurisdictions deem appropriate.

Section 7. Inspection Of Records. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection by either Jurisdiction during the term of this Agreement and for three years after its termination.

Section 8. No Separate Legal Entity. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the acquiring, holding or disposing of real or personal property anticipated.

Section 9. Severability. In the event any term or condition of this Agreement or application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year written below.

**CITY OF GRANDVIEW**

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_, 2020

**PORT OF GRANDVIEW**

\_\_\_\_\_  
President

Date: \_\_\_\_\_, 2020

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

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

**ITEM TITLE**

Resolution authorizing the Mayor to sign an Agreement for the pass through and use of Washington State Department of Commerce Coronavirus Relief Funds between the City of Grandview and the Yakima County Development Association

**AGENDA NO.:** New Business (E)

**AGENDA DATE:** August 25, 2020

**DEPARTMENT**

Economic Development

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

**DEPARTMENT DIRECTOR REVIEW**

City Administrator/Public Works Director Cus Arteaga

**CITY ADMINISTRATOR**

**MAYOR**

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

On April 27, 2020, Governor Inslee announced the award of nearly \$300 million to local governments in Coronavirus Relief Funds (CRF) from Washington State's allocation of the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding. The City of Grandview's award is \$336,000.

**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.

At the August 6, 2020 special meeting, Council agreed to dedicate \$141,000 in Coronavirus Relief Funds for small business assistance and partner with Yakima County Development Association to administer the business grant application and funding.

An Agreement has been drafted with Yakima County Development Association for the pass through and use of Washington State Department of Commerce Coronavirus Relief Funds.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign an Agreement for the pass through and use of Washington State Department of Commerce Coronavirus Relief Funds between the City of Grandview and the Yakima County Development Association to a regular Council meeting for consideration.

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

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT FOR THE PASS  
THROUGH AND USE OF WASHINGTON STATE DEPARTMENT OF COMMERCE  
CORONAVIRUS RELIEF FUNDS BETWEEN THE CITY OF GRANDVIEW AND THE  
YAKIMA COUNTY DEVELOPMENT ASSOCIATION**

**WHEREAS**, Governor Inslee has directed the Washington State Department of Commerce to release a portion of the federal Coronavirus Relief Funds to local governments, which includes an award of \$336,000 for the City of Grandview; and

**WHEREAS**, on June 23, 2020, the City entered into a contract with the Department of Commerce to receive said reimbursement funds; and

**WHEREAS**, the City desires to pass Coronavirus Relief Funds to Yakima County Development Association (YCDA) to distribute as grants to small businesses for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and

**WHEREAS**, YCDA has processes in place to distribute Coronavirus Relief Funds as grants in a manner consistent with the Washington State Department of Commerce Coronavirus Relief Funds for Local Government Program Guidelines,

**WHEREAS**, the City and YCDA have negotiated an Agreement which has been reduced to writing; and

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

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

The Mayor is hereby authorized to sign an Agreement with Yakima County Development Association for the pass through and use of Washington State Department of Commerce Coronavirus Relief Funds, a copy of which 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**

**AGREEMENT  
FOR THE PASS THROUGH AND USE OF  
WASHINGTON STATE DEPARTMENT OF COMMERCE  
CORONAVIRUS RELIEF FUNDS BETWEEN THE  
CITY OF GRANDVIEW AND THE  
YAKIMA COUNTY DEVELOPMENT ASSOCIATION**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Grandview (hereinafter referred to as the "City") and the Yakima County Development Association (hereinafter referred to as "YCDA").

WHEREAS, Governor Inslee has directed the Washington State Department of Commerce to release a portion of the federal Coronavirus Relief Funds to local governments, which includes an award of \$336,000 for the City of Grandview; and

WHEREAS, on June 23, 2020, the City entered into a contract with the Department of Commerce to receive said reimbursement funds; and

WHEREAS, the City desires to pass Coronavirus Relief Funds to YCDA to distribute as grants to small businesses for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency; and

WHEREAS, YCDA has processes in place to distribute Coronavirus Relief Funds as grants in a manner consistent with the Washington State Department of Commerce Coronavirus Relief Funds for Local Government Program Guidelines.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

**1. SCOPE OF SERVICE**

**Activities:** YCDA will be responsible for distributing as grants to small businesses Coronavirus Relief Funds allocated to the City in a manner satisfactory to the City and consistent with any standards required by state or federal law, including the Washington State Department of Commerce Coronavirus Relief Funds for Local Government Program Guidelines, a copy of which is attached as Appendix A.

**Program Delivery:** YCDA will use Coronavirus Relief Funds funding to provide grants to small businesses for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.

- Small businesses must be located within the corporate limits of the City of Grandview or within the Grandview Port District boundary.
- Small businesses' reimbursable expenses must be associated with the provision of economic support in connection with the COVID-19 public health emergency as provided under the Washington State Department of Commerce Coronavirus Relief Funds for Local Government Program Guidelines, Section 51., Eligible Costs - Expenses associated with the provision of economic support.

**General Administration:** YCDA will maintain program and financial records documenting eligibility, provisions of services, grants allocated, and decision-making.

## **2. NON-DISCRIMINATION IN CLIENT SERVICES**

- A. YCDA agrees to make all services available through this Agreement, and shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, or age:
- i. Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement.
  - ii. Provide any service(s) or other benefits to a qualified individual which are different, or are provided in a different manner, from those provided to others under this Agreement' separate treatment in any manner related to the receipt of any service(s) or other benefits provided under this Agreement.
  - iii. Deny any qualified individual an opportunity to participate in any program provided by this Agreement through the provision of service(s) or otherwise, or will afford the individual an opportunity to do so which is different from that afforded others under this Agreement.
- B. YCDA shall abide by all provisions of Section 504 of the HEW Rehabilitation Act of 1973 prohibiting discrimination against handicapped individuals either through purpose or intent.
- C. If assignment and/or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each Contractor or Subcontractor. YCDA shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.

## **3. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities listed below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

**City:**

Cus Arteaga, City Administrator  
City of Grandview  
207 West Second Street  
Grandview, WA 98901  
(509) 882-9200

**YCDA:**

Jonathan Smith  
Yakima County Development Ass'n  
10 North 9<sup>th</sup> Street  
Yakima, WA 98901  
(509) 575-1140

#### **4. SPECIAL CONDITIONS**

- A. Applicants must provide proof of a valid City of Grandview business license.
- B. Applicants must be small for-profit businesses with five or fewer employees, including owner(s) and have been in business for at least one year prior to the date of application in the city limits of the City of Grandview or within the Grandview Port District boundary.
- C. YCDA shall have each business sign an agreement certifying that the business will only use the dollars for eligible expenses as described in the agreement, and that the business will keep records and receipts of how it spent the funds for seven (7) years.
- D. YCDA shall provide updates to the City Council upon request, and provide an update at the first City Council business meeting in October and the first City Council business meeting in November.

#### **5. GENERAL CONDITIONS**

The following requirements are applicable to all activities undertaken with CARES Act funds.

##### **A. General Compliance**

Funds under this Agreement are made available and subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, relief, and Economic Security Act (CARES Act) and Title V and VI of the CARES Act. YCDA agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and any issues analysis, issued by YCDA describing programs or projects funded i whole or in part with federal funds under this Agreement shall contain the following statement: "This project was supported by a grant awarded by US Department of the Treasury. Points of view within this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grand Funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

##### **B. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. YCDA shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all federal and/or state Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as YCDA is an independent contractor.

##### **C. Hold Harmless and Indemnification**

- i. YCDA agrees that it is financially responsible for any audit exception or other financial loss to the City which occurs due to its negligence or its failure to comply with the terms of this Agreement.
- ii. YCDA further agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from and against any and all

claims, demands and/or causes of action of any kind or character whatsoever arising out of or in connection with the performance of this Agreement by YCDA, its employees, subcontractors, agents, or volunteers for any and all claims by any persons for alleged personal injury, death, or damage to their persons or property to the extent caused by the negligent acts, errors or omissions of YCDA, its employees, agents, subcontractors, volunteers or representatives. In the event that any suit or claim for damages based upon such claim, action, loss, or damages is brought against the City, YCDA shall defend the same at its sole cost and expense; provided that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and/or its officers, agents, and/or employees or any of them or jointly against the City and YCDA and its respective officers, agents, subcontractors, employees, volunteers or any of them, YCDA agrees to fully satisfy the same and YCDA shall reimburse the City for any cost and expense which the City has incurred as a result of such claim or suit, including, but not limited to attorneys' fees, costs and appeal costs and fees. The provisions of this section shall survive the expiration or termination of this Agreement.

D. Insurance

- i. YCDA shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by YCDA, its agents, representatives, or employees.
- ii. YCDA's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of YCDA to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- iii. YCDA shall obtain insurance of the types and coverage described below:
  - a. Commercial General Liability. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under YCDA's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
  - b. Commercial Automobile Liability Insurance. If YCDA owns any vehicles, before this Agreement is fully executed by the parties, YCDA shall provide the City with proof of commercial automobile liability insurance. Automobile liability shall apply to any auto and be shown on the certificate. In the event YCDA does not own any vehicles, or uses non-owned vehicles in its operations, YCDA shall provide proof of coverage for non-owned and hired automobile liability



- c. Workers' Compensation. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - d. Professional Liability. Professional Liability insurance appropriate to YCDA's profession. Professional liability shall include coverage for its employees and officers and all contracts, volunteers and individuals performing professional services for YCDA. This requirement may be met instead by a combination of YCDA's professional liability insurance and professional liability insurance of all others performing services for YCDA in the minimum amounts shown below.
  - e. Directors' and Officers' Insurance. Directors' and Officers' insurance appropriate to YCDA's actions. If the Professional Liability policy covers the actions of YCDA's directors and officers that would be covered under a Directors' and Officers' policy, this requirement may be met by that liability insurance.
- iv. YCDA shall maintain the following insurance limits:
- a. Commercial General Liability. YCDA shall maintain Commercial General Liability insurance with limits of no less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate.
  - b. Commercial Automobile Liability. YCDA shall maintain either Commercial Automobile Liability insurance and/or Non-Owned and Hired Automobile Insurance with limits of no less than \$1,000,000.00 per occurrence combined single limit body injury and property damage
  - c. Professional Liability. YCDA shall maintain Professional Liability insurance with limits of no less than \$500,000.00.
  - d. Fidelity Insurance. YCDA shall maintain an ERISA Fidelity policy or bond in the amount of \$500,000.00.
- v. If any of the required insurance provides coverage on a claims-made basis:
- a. The retroactive date must be on or before the date of the Agreement or the beginning of services provided to the City. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after expiration or termination of the Agreement.
  - b. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, YCDA must purchase "extended reporting" coverage for a minimum of five (5) years after completion of services provided by this Agreement.
  - c. YCDA's Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage

maintained by the City shall be excess of YCDA's insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

- d. YCDA shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of YCDA before commencement of the work.
- e. YCDA shall provide the City with written notice of any policy cancellation within five (5) business days of their receipt of such notice.
- f. Failure on the part of YCDA to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days' notice to YCDA to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due YCDA from the City.
- g. If YCDA maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess liability maintained by YCDA, irrespective of whether such limits maintained by YCDA are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by YCDA.
- h. YCDA shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. YCDA agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

#### *E. YCDA Recognition*

YCDA shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to finding source. In addition, YCDA will include a reference to the support provided herein by the City in all publications, announcements, or marketing associated with the funds made available under this Agreement.

#### *F. Amendments*

The City or YCDA may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or YCDA from its obligations under this Agreement.

#### G. Assignment and/or Subcontracting

YCDA shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the City. The City has the sole authority to decide whether assignment and/or subcontracting will be allowed. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

#### H. Suspension or Termination

i. **Termination for Cause.** The City may suspend or terminate this Agreement if YCDA materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and applicable guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of YCDA to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission by YCDA to the City reports that are incorrect or incomplete in any material respect.

ii. **Termination for Convenience.** This Agreement may be terminated at any time, in whole or in part, upon the written agreement of YCDA and the City.

iii. **Termination for Withdrawal, Reduction or Limitation of Funding.** In the event that funding from the Department of Commerce is withdrawn, reduced or limited in any way after the effective date of this Agreement, and prior to its normal completion, the City may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provision of this Agreement. If the level of funding so reduced or limited is so great that the City deems that the continuation of the program covered by this Agreement is no longer in the best interest of the public, the City may summarily terminate this Agreement in whole notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice by YCDA.

The City agrees to promptly notify YCDA of any proposed reduction in funding. YCDA agrees that upon receipt of such notice it shall take appropriate and reasonable action to reduce its spending in the affected funding area so that expenditures do not exceed the funding level which would result if said proposed reduction became effective.

iv. **Inspection and Disclosure of Records**

YCDA understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or YCDA's responsibilities with respect to services provided under this Agreement, or otherwise required by law, is prohibited unless written consent is obtained from such person receiving service.

The City and YCDA acknowledge that this Agreement and any other information provided by it to the City and/or relevant to the program(s) described in the Exhibit(s) and Attachment(s) are subject to the Washington State Public Records Act, Chapter 42.56 RCW. Records relating to this Agreement shall at all times be subject to inspection by the City. .

This section shall survive any expiration or termination of this Agreement.

## **6. PERSONNEL AND PARTICIPANT CONDITIONS**

### **A. Nondiscrimination.**

#### **i. General:**

YCDA shall comply with all Federal, State and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, the presence of any sensory, mental or physical handicap or any other group protected under local, state or federal law existing or hereafter created. These requirements are specified in RCW chapter 49.60; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; Section 504 of the Rehabilitation Act of 1973; and, the Age Discrimination Act of 1975.

#### **ii. Specific Discriminatory Actions Prohibited:**

YCDA may not, under any program or activity to which this Agreement may apply, directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

- (a) Deny any person facilities, services, financial aid, or other benefits provided under the program or activity;
- (b) Provide any persons with facilities, services, financial aid, or other benefits which are different, or are provided in a different form, from that provided to others under the same program or activity;
- (c) Subject any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit under the program or activity;
- (d) Restrict in any way access to, or in the enjoyment of, any advantage or privilege enjoyed by others in connection with facilities, services, financial aid, or other benefits under the program or activity;
- (e) Treat any person differently from others in determining whether the person satisfies any admission, enrollment, eligibility, membership, or

- other requirement or condition which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity; or
- (f) Deny any person any opportunity to participate in a program or activity as an employee.

YCDA shall not use criteria or methods of administration that have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, or sex.

**B. Lobbying.**

YCDA certifies, to the best of its knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. YCDA shall require that the language of this certification, or equivalent language, be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**C. Conflict of Interest**

The City may, by written notice to YCDA:

- i. Terminate this Agreement if it is found, after due notice and an opportunity to respond, by the City that gratuities in the form of entertainment, gifts, or

otherwise offered or given by the YCDA, or agent or representative of YCDA, to any officer, elected official or employee of the City, with a view towards securing this Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to this Agreement.

- ii. In the event this Agreement is terminated as provided in (i) above, the City shall be entitled to pursue the same remedies against YCDA as it could pursue in the event of a breach of the Agreement by YCDA. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- iii. YCDA warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. YCDA further warrants and covenants that in the performance of this Agreement, no person having such interest shall be employed.

A. Other Federal Requirements.

The absence of mention in this Agreement of any other Federal requirements which apply to the award and expenditure of the Federal funds made available by this Agreement is not intended to indicate that those Federal requirements are not applicable to YCDA activities. YCDA shall comply with all other Federal requirements relating to the expenditure of Federal funds, including but not limited to: The Architectural Barriers Act of 1968 (42 U.S.C. 4151), and the Hatch Act (5 U.S.C. Chapter 15). Additionally, YCDA shall comply with the Federal requirements described by 24 CFR Part 570, Sections 600 through 603; Section 605; and Sections 607 through 612.

**7. GOVERNING LAW AND VENUE**

- A. The venue for any action to enforce or interpret this Agreement shall be in the Superior Court of Washington for Yakima County.
- B. This Agreement has been and shall be construed under the laws of the State of Washington.

**8. SEVERABILITY**

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision hereof is in conflict with any federal or state statutory provision, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

**9. WAIVER**

The City's failure to act with respect to a breach by YCDA does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**10. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the City and YCDA for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and YCDA with respect to this Agreement.

**11. SURVIVAL**

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this agreement and shall be binding on the parties to this Agreement.

DATED this \_\_\_\_\_ day of August, 2020

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF GRANDVIEW

YAKIMA COUNTY DEVELOPMENT ASS'N

\_\_\_\_\_  
Mayor Gloria Mendoza

\_\_\_\_\_  
By: Jonathan Smith, Director

ATTEST:

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

APPROVED AS TO FORM:

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