

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, OCTOBER 27, 2020**



Governor Proclamation 20-28.10 continues the prohibition on "in-person" meetings through November 9, 2020. This meeting will be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

REGULAR MEETING – 7:00 PM

PAGE

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PRESENTATIONS**
4. **PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
5. **CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
 - A. Minutes of the October 12, 2020 Special Budget meeting 1-3
 - B. Minutes of the October 13, 2020 Committee-of-the-Whole meeting 4-8
 - C. Minutes of the October 13, 2020 Council meeting 9-11
 - D. Minutes of the October 19, 2020 Special Budget meeting 12-16
 - E. Payroll Check Nos. 11873-11888 in the amount of \$93,648.77
 - F. Payroll Electronic Fund Transfers (EFT) Nos. 60424-60428 in the amount of \$85,626.56
 - G. Payroll Direct Deposit 10/1/20-10/15/20 in the amount of \$110,863.52
 - H. Claim Check Nos. 120771-120854 in the amount of \$362,076.86
 - I. Ordinance No. 2020-8 granting an Electric Utility Franchise and General Utility Easement to PacifiCorp 17-23
6. **ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
 - A. Resolution No. 2020-40 accepting the Fire Service Self-Contained Breathing Apparatus (SCBA) as complete 24-25
 - B. Resolution No. 2020-41 authorizing the Mayor to sign the Shorelands Shoreline Master Program Agreement No. SEASMP-1921-Grandv-00108 between the State of WA Department of Ecology and the City of Grandview for the Shoreline Master Program 26-51
 - C. Ordinance No. 2020-9 amending the 2020 Annual Budget 52-53
7. **UNFINISHED AND NEW BUSINESS**
8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**
9. **MAYOR & COUNCILMEMBER REPORTS**
10. **ADJOURNMENT**

Governor Proclamation 20-28.10 continues the prohibition on "in-person" meetings through November 9, 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, October 27, 2020 at 6:00 pm and 7:00 pm will only be available via teleconference.

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**GRANDVIEW CITY COUNCIL
SPECIAL MEETING MINUTES – BUDGET
OCTOBER 12, 2020**

1. CALL TO ORDER

Mayor Gloria Mendoza called the special meeting to order at 6:00 p.m. in the Council Chambers at City Hall.

Governor Proclamation 20-28.10 continued the prohibition on “in-person” meetings through November 9, 2020. This meeting was available via teleconference.

Present: Mayor Mendoza and Councilmembers David Diaz, Mike Everett, Diana Jennings, Bill Moore, Robert Ozuna, Javier Rodriguez and Joan Souders

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray and City Clerk Anita Palacios

2. 2021 PRELIMINARY BUDGET

City Treasurer Cordray continued the presentation of the 2021 preliminary budget.

He noted that for preliminary budget purposes, staff included a 3% dental/vision insurance premium increase and a 7% medical insurance premium increase. The City was advised last week that dental and vision insurance premiums would have no increase for 2021 and medical insurance premiums would increase 1.5%. A cost savings of approximately \$50,000.

2021 EXPENDITURE ESTIMATES

Current Expense Fund

Legislative Services - Council

2020 Budget \$57,180

2021 Estimate \$52,450

Notable Changes in 2021 – None

Following discussion, \$5,000 was added under Professional Services for a Council retreat.

Community Support Services

2020 Budget \$457,130 (included COVID-19 Small Business Grants)

2021 Estimate \$30,450

Notable Changes in 2021 –

- Reduction in Election Services during non-election year
- No small business grants in regard to the CARES program
- Archiving the Grandview website and Facebook pages

Following discussion, \$10,000 was added under Professional Services for website update.

Municipal Court Services

2020 Budget \$384,270

2021 Estimate \$390,230

Notable Changes in 2021 – Yakima County District Court costs were \$211,523 in 2020. Due to the implementation of a major financial system at the County, budget numbers for the court had

not been received to date. Each year, the City pays the County a sum equal to the City's percentage of the County's budget. The percentage is determined based on a 4-year running average of the total District Court cases divided by the average number of City cases. For example: if the 4-year average of the District Court cases including Grandview is 10,000 and Grandview's portion 4-year average is 1,000 – the City pays the county 10% of the total budget for that year. In 2018, the City entered into a four-year agreement with Yakima County for probation services at a flat fee of \$70 per case. For year three (2020) and year four (2021), the City agreed to pay 100% of the total cost. The cost to the City for probation services remained the same for 2021 in the amount of \$4,480. The public defender agreement with the Law Firm of Beck and Phillips, PLLC was renewed in 2018 for a five-year period. The Public Defender compensation in a total fixed-fee increased from \$82,115 in 2020 to \$85,400 in 2021. The Public Defender Agreement reflects a caseload limit, the reimbursement of costs for investigators and experts, warranty of public defender and quarterly reporting requirements. The City also contracts with other defense attorneys in the case of public defender conflicts.

Executive Administration – Mayor & City Administrator

2020 Budget \$114,120

2021 Estimate \$119,140

Notable Changes in 2021 – None

Clerk Services – City Clerk

2020 Budget \$53,300

2021 Estimate \$54,400

Notable Changes in 2021 – None

Accounting Services – City Treasurer

2020 Budget \$115,100

2021 Estimate \$120,700

Notable Changes in 2021 – Increase in Professional Services-State Auditor's Office due to anticipation of single-federal audit.

Risk Management Services

2020 Budget \$193,310

2021 Estimate \$197,660

Notable Changes in 2021 – The City's liability assessment with WCIA decreased from \$158,797 in 2020 to \$158,115 in 2021. The assessment formula was based on two factors: worker hours multiplied by the assessment rate. The assessment rate was determined by an actuarial review of the City's last five years loss history and successful completion of WCIA's COMPACT requirements. Property, boiler and machinery and crime/fidelity coverages were also provided by WCIA. The 2021 property rate would increase by 9% from \$86,211 in 2020 to \$93,970 in 2021, the boiler and machinery rate would increase 5% from \$2,741 in 2020 to \$2,878 in 2021, and crime/fidelity rates would increase by 5% from \$586 in 2020 to \$615 in 2021. The City was notified by Lower Valley Brokers in August 2020 that they were unable to continue insuring municipal vehicles for auto physical damage. The City received a quote from WCIA for auto physical damage in the amount of \$14,417 for 2021, a decrease from \$20,687 in 2020.

Legal Services

2020 Budget \$68,340

2021 Estimate \$80,540

Notable Changes in 2021 – All three union contracts expire December 31, 2021.

Human Resource Services

2020 Budget \$67,790

2021 Estimate \$68,280

Notable Changes in 2021 – None

General Facilities Services

2020 Budget \$29,805

2021 Estimate \$28,090

Notable Changes in 2021 – None

Planning & Community Development Services

2020 Budget \$33,790

2021 Estimate \$48,050

Notable Changes in 2021 – The State of Washington requires cities within Yakima County to update their Shoreline Master Plan (SMP) no later than June 30, 2021. To assist the cities in this periodic review of their SMPs, the State was providing a grant through the Department of Ecology to complete the project. The amount of the grant available to the City was dependent upon the City's population. The City's grant availability was \$16,800. City staff applied for the grant. On February 25, 2020, Council approved a Professional Service Agreement with the Yakima Valley Conference of Governments to update the SMP in the amount of \$10,674. An additional \$10,674 was included in the "Professional Services" line item.

Economic Development Services

2020 Budget \$71,890

2021 Estimate \$34,810

Notable Changes in 2021 – None

Following discussion, \$37,000 was added under Professional Services for retail recruitment.

The next preliminary budget meeting would be held on Monday, October 19, 2020 at 6:00 p.m.

3. ADJOURNMENT

The special meeting adjourned at 7:00 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
OCTOBER 13, 2020**

1. CALL TO ORDER

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

Governor Proclamation 20-28.10 continued the prohibition on "in-person" meetings through November 9, 2020. This meeting was available via teleconference.

2. ROLL CALL

Present: Mayor Mendoza and Councilmembers David Diaz, Mike Everett, Diana Jennings, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Fire Chief Pat Mason, Assistant Public Works Director Todd Dorsett and City Clerk Anita Palacios

3. PUBLIC COMMENT - None

4. NEW BUSINESS

A. Resolution accepting the Fire Service Self-Contained Breathing Apparatus (SCBA) as complete

Fire Chief Mason explained that on November 26, 2019, Council approved Resolution 2019-42 authorizing the Mayor to obligate USDA Rural Development funding for the purchase of 22 SCBA in the amount of \$161,000. On March 13, 2020, the City was advised by USDA Rural Development that the City was approved for a Community Facilities Grant in the amount of \$88,500. On May 12, 2020, Council approved Resolution No. 20202-19 authorizing the Mayor to sign the Community Facilities Grant Agreement with the United States Department of Agriculture Rural Housing Services for the purchase of firefighting self-contained breathing apparatus (SCBA). The equipment was purchased and received. The City was preparing to close on the loan/grant to receive reimbursement from USDA. In order for this to take place, a resolution accepting the Fire Service Self-Contained Breathing Apparatus (SCBA) as complete must be approved.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved a resolution accepting the Fire Service Self-Contained Breathing Apparatus (SCBA) as complete to the October 27, 2020 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes

- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

B. Resolution authorizing the Mayor to sign the Shorelands Shoreline Master Program Agreement No. SEASMP-1921-Grandv-00108 between the State of Washington Department of Ecology and the City of Grandview for the Shoreline Master Program

City Clerk Palacios explained Shoreline Master Programs (SMPs) were local land-use policies and regulations that guide use of Washington shorelines. SMPs apply to both public and private uses for Washington's more than 28,000 miles of lake, stream, wetland, and marine shorelines. They protect natural resources for future generations, provide for public access to public waters and shores, and plan for water-dependent uses. The Washington State Department of Ecology (DOE) reviews and approves SMPs for local governments and provides guidance and technical assistance to help governments develop their SMPs. DOE works with local governments to help create and update these SMPs to ensure they comply with the State Shoreline Management Act and State Shoreline Master Program Guidelines. More than 260 cities and counties have SMPs. SMPs was an important tool for wise management of these precious and valuable areas. The City's SMP was codified under Grandview Municipal Code Chapter 18.100 Shorelines.

On July 12, 2019, the City received a letter from the DOE advising of the next rounds of periodic review of SMPs and offering the City a grant in the amount of \$16,800 to help fund the update. On February 25, 2020, Council approved a Professional Service Agreement with the Yakima Valley Conference of Governments to update the City's Shoreline Master Program Plan. The City applied for the grant funding and on September 24, 2020 was advised by DOE that the grant was approved.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. moved a resolution authorizing the Mayor to sign the Shorelands Shoreline Master Program Agreement No. SEASMP-1921-Grandv-00108 between the State of Washington Department of Ecology and the City of Grandview for the Shoreline Master Program to the October 27, 2020 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

C. Ordinance granting an Electric Utility Franchise and General Utility Easement to PacifiCorp

City Administrator Arteaga explained that for many years, the City granted PacifiCorp d.b.a. Pacific Power a franchise agreement to distribute electric power within the City. Pursuant to state law, a franchise was granted by an agreement for a 20-year term. The previous 20-year franchise agreement with Pacific Power was approved by Council on January 16, 2001 by Ordinance No. 1592 and would expire January 16, 2021. An electrical franchise, besides authorizing a utility to distribute power in the community, sets the rules for Pacific Power's use of City rights-of-way and determines the amount of the revenue paid to the City by the utility. RCW 35.21.860 eliminates the City's authority to impose a franchise fee on light and power, natural gas distribution, and telephone for the use of the City right-of-way. This same statute does however allow a utility tax to be charged and further states in RCW 35.21.865 a limit on the utility tax rate of 6% for the utilities providing light, power, natural gas, and telephone. For the year 2019, the City received approximately \$615,000 from Pacific Power.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Diaz, the C.O.W. moved an ordinance granting an Electric Utility Franchise and General Utility Easement to PacifiCorp to the October 27, 2020 regular Council meeting consent agenda for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

D. Ordinance amending the 2020 Annual Budget

City Treasurer Cordray explained that staff monitoring and review of fund and department budgets identified numerous budget accounts to be amended. The amendment was mostly in response to COVID-19 revenues and expenditures. The amendment also included labor negotiations. An ordinance would be prepared to provide for the amending of the 2020 Annual Budget to accommodate the changes in sources and uses. By Fund the highlights of the budget changes were:

- Current Expense Fund: Increased revenues for Commerce CARES Grant and Contribution from the Port of Grandview. Increase appropriations for COVID-19 related expenditures, small business grants, website/social media archiving, and labor negotiations. Net effect was a decrease in estimated ending fund balance.
- EMS Fund: Increased revenues for Commerce CARES Grant. Increased appropriations for COVID-19 related expenditures. Net effect was an increase to estimated ending fund balance.

- Yakima Co. Law & Justice Tax Fund: Increased revenues for Commerce CARES Grant. Increased appropriations for COVID-19 related expenditures. No effect to estimated ending fund balance.
- Street Fund: Increased revenues for Commerce CARES Grant. Increased appropriations for COVID-19 related expenditures. No effect to estimated ending fund balance.
- Cemetery Fund: Increased revenues for Commerce CARES Grant. Increased appropriations for COVID-19 related expenditures. No effect to estimated ending fund balance.
- Water Fund: Increased revenues for Commerce CARES Grant. Increased appropriations for COVID-19 related expenditures. Net effect was an increase to estimated ending fund balance.
- Sewer Fund: Increased revenues for Commerce CARES Grant. Increased appropriations for COVID-19 related expenditures. Net effect was an increase to estimated ending fund balance.
- Irrigation Fund: Increased revenues for Commerce CARES Grant. Increased appropriations for COVID-19 related expenditures. No effect to estimated ending fund balance.
- Solid Waste Fund: Increased revenues for Commerce CARES Grant. Increased appropriations for COVID-19 related expenditures. No effect to estimated ending fund balance.

He noted per discussion at last night's preliminary budget meeting, funds for the retail recruitment would be removed from the budget amendment and included in the 2021 preliminary budget.

Discussion took place.

On motion by Councilmember Jennings, second by Councilmember Souders, the C.O.W. moved an ordinance amending the 2020 Annual Budget to the October 27, 2020 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

E. Grandview Small Business Grants – Round Two

City Administrator Arteaga explained that on September 14, 2020, the Department of Commerce advised that the City's Coronavirus Relief Fund award was increased. With the additional funds, the City could re-open the Grandview Small Business Grants for a second round. Staff recommended that the eligibility criteria remain the same with the exception of increasing the number of employees including owner(s) to ten or fewer.

Discussion took place. Council concurred with re-opening the Grandview Small Business Grants for a second round as recommended by staff.

5. OTHER BUSINESS

Grandview Chamber of Commerce Rental Relief Request – Cody Goeppner, President with the Grandview Chamber of Commerce explained that the Chamber has felt a negative impact from the global pandemic of COVID-19. The Chamber's agenda to support the community in 2020 focused on three main areas including: membership, marketing and events. Unfortunately, due to the economic down turn, members and local businesses have felt a huge impact on their companies which shifted the entire landscape of the Chamber's efforts. As the Chamber reviewed their financial situation, their income stalled due to the fact that they were not able to produce community events with the support of local businesses. The only fundraising event at the beginning of this year was pre-pandemic and was able to support the Chamber's bottom line for 2020. The Chamber currently rents office space from the City. The office space rental and utilities were their largest expenses. He asked if the City would relieve the Chamber of the expenses for rent and utilities. Doing so would help sustain the financial situation of the Chamber and continue to support our members and local businesses.

City Attorney Plant advised that waiving or reducing rent under the current pandemic circumstances would likely not be a gifting of public funds. He recommended the City agree to waive the rent, but not the utilities.

City Administrator Arteaga indicated that per his discussion with the Chamber President Goeppner, the Chamber was requesting rental relief for six months.

Discussion took place. Council concurred with the City Attorney's recommendation to waive the monthly rental fee for six months.

6. ADJOURNMENT

The C.O.W. meeting adjourned at 7:00 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
OCTOBER 13, 2020**

1. CALL TO ORDER

Mayor Gloria Mendoza called the regular meeting to order at 7:00 p.m. in the Council Chambers at City Hall.

Governor Proclamation 20-28.10 continued the prohibition on "in-person" meetings through November 9, 2020. This meeting was available via teleconference.

Present: Mayor Mendoza and Councilmembers David Diaz, Mike Everett, Diana Jennings, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Assistant Public Works Director Todd Dorsett and City Clerk Anita Palacios

2. PLEDGE OF ALLEGIANCE

Mayor Mendoza led the pledge of allegiance.

3. PRESENTATIONS

A. Service Award – Councilmember Gay Brewer

Mayor Pro Tem Moore presented Councilmember Gay Brewer with a Service Award in recognition and grateful appreciation for his loyal and dedicated service to the citizens of the City of Grandview from January 1, 2016 through August 1, 2020.

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

On motion by Councilmember Moore, second by Councilmember Diaz, Council approved the Consent Agenda consisting of the following:

- A. Minutes of the September 22, 2020 Committee-of-the-Whole meeting
- B. Minutes of the September 22, 2020 Council meeting
- C. Minutes of the October 5, 2020 Special Budget meeting
- D. Minutes of the October 6, 2020 Special Ambulance Utility Service Fee meeting
- E. Payroll Check Nos. 11847-11872 in the amount of \$26,293.45
- F. Payroll Electronic Fund Transfers (EFT) Nos. 60411-60417 in the amount of \$97,626.00
- G. Payroll Direct Deposit 9/16/20-9/30/20 in the amount of \$121,359.53
- H. Claim Check Nos. 120662-120770 in the amount of \$1,184,159.81

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

6. **ACTIVE AGENDA**

A. **Public Hearing – 2021 Current Expense Fund Revenue Sources**

Mayor Mendoza opened the public hearing for the purpose of receiving comments on the 2021 Current Expense Fund Revenue Sources.

City Treasurer Cordray indicated that the 2021 Current Expense Fund Revenue Sources was previously discussed at the October 5, 2020 special budget meeting. He explained that the operating revenue for the Current Expense Fund in 2021 was estimated to be \$5,714,010. He provided a detail of the Current Expense Fund revenue estimates as follows:

<u>Revenue Type</u>	<u>Amount</u>
Property Taxes	\$1,600,000
Sales Tax	\$ 720,250
Criminal Justice Tax	\$ 175,000
City Utility Taxes	\$1,030,000
Private Utility Taxes	\$1,110,000
Other Taxes	\$ 4,300
Licenses & Permits	\$ 241,000
Intergovernmental Revenues	\$ 371,600
Charges for Service	\$ 154,850
Fines & Forfeits	\$ 142,100
Misc. & Other Revenues	<u>\$ 164,910</u>
Total Revenue	\$5,714,010

Mayor Mendoza requested public comments. There were no public comments received during the hearing or by mail.

The public testimony portion of the hearing was declared closed and no further comments were received.

7. **UNFINISHED AND NEW BUSINESS** – None

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

Sewer Main Replacement Project – City Administrator Arteaga reported that the Sewer Main Replacement project was underway with approximately 200 feet of pipe and two manholes installed to date.

Irrigation Water Shut-Off – City Administrator Arteaga reported that irrigation water would be shut-off this week.

Grandridge Estate Subdivision – City Administrator Arteaga reported that the first sets of building plans for residential homes in the Grandridge Estates Subdivision were received this week.

Water Meter Replacement Project – City Administrator Arteaga reported that approximately 1,800 water meters out of 3,500 have been replaced to date.

9. MAYOR & COUNCILMEMBER REPORTS

YVCC Board of Trustees Appointment – Councilmember Everett congratulated City Administrator Cus Arteaga on his appointment by Governor Jay Inslee to the Yakima Valley Community College Board of Trustees.

10. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the meeting at 7:15 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
SPECIAL MEETING MINUTES – BUDGET
OCTOBER 19, 2020**

1. CALL TO ORDER

Mayor Gloria Mendoza called the special meeting to order at 6:00 p.m. in the Council Chambers at City Hall.

Governor Proclamation 20-28.10 continued the prohibition on “in-person” meetings through November 9, 2020. This meeting was available via teleconference.

Present: Mayor Mendoza and Councilmembers David Diaz, Mike Everett, Diana Jennings, Bill Moore, Robert Ozuna and Joan Souders

Councilmember Javier Rodriguez signed in to the teleconference at 6:30 p.m.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray, Library Director Elizabeth Jahnke, Parks & Recreation Director Gretchen Chronis, Fire Chief Pat Mason and City Clerk Anita Palacios

2. 2021 PRELIMINARY BUDGET

City Treasurer Cordray continued the presentation of the 2021 preliminary budget.

2021 EXPENDITURE ESTIMATES

Current Expense Fund

Library Services

2020 Budget \$323,465

2021 Estimate \$306,720

Notable Changes in 2021 –

- Overall decrease in salaries after buyout at Ruth Dirk’s retirement in January.
- Federal funding decreased for the OCLC bibliographic database and the e-books/e-audio subscription which made the costs increase.
- YVC continued to contribute to the cost for the OCLC bibliographic database.
- Depend on Friends of Grandview Library to pay for four newspaper subscriptions.
- Revenue was not consistent year-to-year.
- Cancelled downloadable music due to very low or non-usage. Replaced with much lower cost Newsbank online database.

Senior Citizen Services

2020 Budget \$13,395

2021 Estimate \$14,330

Notable Changes in 2021 – None

Recreation Services

2020 Budget \$140,350

2021 Estimate \$144,450

Notable Changes in 2021 – None

Aquatics Services

2020 Budget \$37,080

2021 Estimate \$143,175

Notable Changes in 2021 –

- Municipal pool was closed in 2020 due to COVID-19. This budget anticipated the pool being open in 2021.
- An additional \$60,000 (for a total of \$180,000) earmarked for a future Swim Pool Splash Pad within the Capital Improvement Fund.

Museum

2020 Budget \$35,340

2021 Estimate \$34,040

Notable Changes in 2021 – None

Community Center

2020 Budget \$52,500

2021 Estimate \$54,200

Notable Changes in 2021 – None

Fire Administration Services

2020 Budget \$175,100

2021 Estimate \$183,190

Notable Changes in 2021 – Salaries and associated line items were slightly increased to reflect possible changes by the City Council in 2020.

Fire Suppression Services

2020 Budget \$492,560

2021 Estimate \$349,660

Notable Changes in 2021 –

- Salaries and associated line items were slightly increased to reflect possible changes by the City Council in 2020 as well as expected insurance cost increases.
- Anticipated increase of \$0.92 per call dispatch fees as reflected in "Communications." Dispatch fees were split between Fire Suppression (25%) and EMS (75%). In addition there was a 25% increase in call volume in 2019 and anticipate a 10% increase in 2020.
- Increase of \$6,000 to "Repairs and Maintenance" to cover anticipated higher maintenance costs and replacement of the fire alarm system.

Emergency Medical Services Fund

2020 Budget \$326,860

2021 Estimate \$358,720

Notable Changes in 2021 –

- Salaries and associated line items were slightly increased to reflect possible changes by the City Council in 2020 as well as expected insurance cost increases.
- Slight increase in "Volunteer Compensation" to reflect increase in call volume. This line item was split between Fire Suppression (40%) and EMS (60%).
- Increase to "Ambulance Service" to cover the increase in cost of the Sunnyside Interlocal Agreement for Sunnyside Fire Department to provide ambulance service in 2021.
- Anticipated increase of \$0.92 per call dispatch fees as reflected in "Communications." Dispatch fees were split between Fire Suppression (25%) and EMS (75%).

2021 Revenue Estimates – Emergency Medical Services Fund

2020 Budget \$368,820

2021 Estimate \$185,710

Ambulance Service Utility Fee – Report and Recommendation

Fire Chief Mason distributed a memo dated October 12, 2020 entitled Ambulance Service Utility Fee – Report and Recommendation, which read in part:

Background History: Prosser Hospital Ambulance (or their predecessor) had been providing ambulance services to the City of Grandview for over 30-years at no cost to Grandview residents. In 2018, Prosser Hospital Ambulance informed the City that they would no longer provide this service free of charge and were requesting the City to implement an ambulance fee to help support their annual financial shortfall.

Currently, the City has the option of two ambulance providers: Prosser Hospital Ambulance and Sunnyside Fire Department Ambulance.

In 2018, the City requested contract proposals from both ambulance providers. It was determined that partnering with the City of Sunnyside would provide the most benefit for the following reasons:

- The Sunnyside Fire Department Ambulance crew are also certified firefighters which allows their employees to assist our Fire Department, should the need arise.
- The City of Grandview Fire Department also receives credit from the Washington Surveying and Rating Bureau because of the additional certified firefighters.
- Having two cities working together allows us to jointly apply for grant funding, should it become available.
- Partnering with the City of Sunnyside allows Grandview's staff to participate in training opportunities sponsored by the City of Sunnyside.

The City of Grandview entered into an Interlocal Agreement in the fall of 2019 with the City of Sunnyside. The agreement is ongoing, but can be terminated by either party by submitting a termination letter with 6–12 months advance notice.

Options And Recommendation: In this report, staff will provide three options for Council to consider. The first option will utilize 2021 financial numbers established by Sunnyside Fire Department as shown in "Exhibit A" of the current Interlocal Agreement with Sunnyside to determine our cost.

Option 1: Continue with the current agreement with the City of Sunnyside. This is 24/7 ambulance coverage with 12-hours coverage responding from Grandview and 12-hours coverage responding from Sunnyside.

The cost for this service is as follows:

• Payroll	\$575,388
• Professional Services	\$ 43,377
• Training & Consumable Supplies	<u>\$ 27,729</u>
Total Expenses	\$646,494

This option is supported by the following:

• EMS Billing	\$156,492
• Yakima County EMS Levy (Sunnyside Ambulance share)	\$ 97,440
• City of Sunnyside	\$205,000
• City of Grandview	<u>\$187,562</u>
Total Revenue	\$646,494

The formula that we would use to determine the number of accounts for an ambulance utility fee would need to be determined by the Council. For my current estimated number, I am using the system that Sunnyside uses and estimating the numbers for government, business and industry since I don't know the actual numbers of employees they each have. Sunnyside's system is based on 1 residence, mobile home or apartment being 1 account. For government, business and industry they divide the number of employees by 3.6 (1 Equivalent Residential Unit) up to a maximum of 200 employees. Wal-Mart, as an example, would have a rate equal to 55 accounts monthly. The Council would be the one to set the formula, which then determines the number of accounts. They would then determine the monthly fee to be charged per account.

We are currently estimating approximately 3,561 accounts in Grandview. In this option, Grandview will need approximately \$4.39 per month per account to support the annual cost.

Providing ambulance service through this option has been in place for approximately 1.5 years and we have not received any negative feedback. **This is an affordable service that is also meeting the current needs of the community.**

Option 2: Expand Option 1, by providing building accommodations to house the ambulance staff and equipment. This option will improve the response time to the residents because the ambulance service will respond from the City of Grandview 24-hours a day, seven days a week.

The cost for this service is the same as Option 1 with the addition of the one-time capital cost for the building accommodations. The cost of a new building could be in the \$300,000 range and is something that the City of Grandview could accomplish within a five-year period if the monthly fee was increased to approximately \$5.60 per month.

For example: A \$5.60 per month fee using the 3,561 accounts will generate approximately \$239,299 per year. This will provide an additional \$51,700 per year that could be dedicated for building accommodations and it would provide the revenue resources to meet the five-year construction plan. In addition, once the building is constructed this fee would also provide revenue for the monthly utilities to keep the building in operation.

In staff's opinion, this is the best option. This option is affordable to our residents and it improves the ambulance response time because they will be housed in Grandview. It also, provides assistance to our two-person Fire Department.

Option 3: This option would be for the City to own and operate the ambulance service. In this option, the City will lose all the funding revenue support with the exception of EMS Billing and will also be responsible for the entire cost of ambulance expenses. Since our service would have to stand on its own and not have the SSFD employee personnel pool to draw from, it would be even more expensive to operate than it is for Sunnyside. As an example, Sunnyside's service is built

on 4 FTE's. We would need to hire 10 FTE's to make sure we had at least 2 FTE's working at all times. These numbers are based off the memo, I shared with Council dated August 20,2020.

Under this option, the City will need to fund the following:

• Personnel costs (wages/overtime/benefits)	\$1,042,000
• Building costs	\$ 300,000
• Equipment purchase	\$ 700,000
• Annual professional expenses	\$ 42,000
• Annual operating, training & consumables expenses	\$ 50,000

Estimated revenue generated based on 600 calls: Billing for service (Avg. \$189 per call) = \$113,400.

This is the most expensive option and we are not sure if the cost outweighs the benefits. We serve an approximately 70% low income population, and, in our opinion, this service option will place a financial burden on our residents.

Recommendation: This recommendation took into consideration that we have 70% of families surviving in the low to moderate income level. Due to the current economic struggles placed on residents from the COVID-19 pandemic, we offer the following:

- Continue with Option 1 for the year 2021 and implement the \$4.39 per month fee effective January 1, 2021 by Council approval. The \$4.39 amount could change slightly based on the formula Council approves and the official account number determined.
- Re-evaluate the program during the 2022 budget process with the goal of moving forward into Option 2 in year 2022 and adjusting the fee to provide the needed revenue to support this option.
- Continue to evaluate the ambulance program annually and adjust and/or modify as needed.

Discussion took place. No action was taken.

The next preliminary budget meeting would be held on Monday, October 26, 2020 at 6:00 p.m.

3. **ADJOURNMENT**

The special meeting adjourned at 7:00 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

ORDINANCE NO. 2020-8

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
GRANTING AN ELECTRIC UTILITY FRANCHISE AND
GENERAL UTILITY EASEMENT TO PACIFICORP**

WHEREAS, PacifiCorp d.b.a. Pacific Power, is a regulated public utility that provides electric power and energy to the citizens of the City of Grandview (the "City") and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

WHEREAS, the City desires to set forth the terms and conditions by which PacifiCorp shall use the public ways of the City;

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

SECTION 1. Grant of Franchise and General Utility Easement. The City hereby grants to PacifiCorp the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as "Public Ways") within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

SECTION 2. Term. The term of this Franchise and General Utility Easement is for twenty (20) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Acceptance by PacifiCorp. Within sixty (60) days after the passage of this ordinance by the City, PacifiCorp shall file an unqualified written acceptance thereof, with the City Recorder otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences.

SECTION 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may

be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Washington, the laws of Washington or City Ordinances.

SECTION 6. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by PacifiCorp of its Electric Facilities. PacifiCorp shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of PacifiCorp's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to PacifiCorp of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) unless in the City's judgment a conflict of interest exists between the City and PacifiCorp with respect to such claim, demand or lien, permit PacifiCorp to assume the defense of such claim, demand, or lien with counsel satisfactory to City. If such defense is not assumed by PacifiCorp, PacifiCorp shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, PacifiCorp shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees

SECTION 7. Annexation.

7.1 Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by PacifiCorp located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 Annexation. When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to PacifiCorp: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

PacifiCorp Customer Contact Center
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

PacifiCorp
Attn: Office of the General Counsel
Suite 2000
825 N E Multnomah
Portland, Oregon 97232

Additional or increased fees or taxes, other than ad valorem taxes, imposed on PacifiCorp as a result of an annexation of territory to the City shall become effective on the effective date of the annexation if notice is given to PacifiCorp by certified mail not later than ten (10) working days after the effective date of the annexation. However, if notification of the effective date of the annexation is provided to PacifiCorp later than the tenth (10th) working day after the effective date of the annexation, the additional or increased fees or taxes will become effective on the date of the notification.

SECTION 8. Planning, Design, Construction and Installation of Company Facilities.

8.1 All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

8.2 Except in the case of an emergency, PacifiCorp shall, prior to commencing new construction or major reconstruction work in the public way or street or other public places, apply for a permit from the City which permit shall not be unreasonably withheld, conditioned, or delayed. PacifiCorp will abide by all applicable ordinances and all rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. Notwithstanding the foregoing, PacifiCorp shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, PacifiCorp causes damage to or alters the Public Way or public property, PacifiCorp shall (at its own cost and expense and in a manner approved by the City) replace and restore it to a condition comparable to that which existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, PacifiCorp shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by PacifiCorp within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that PacifiCorp shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with PacifiCorp's use of same. Nothing herein shall be construed to require PacifiCorp to increase pole size, or alter the manner in which PacifiCorp attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of PacifiCorp and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by PacifiCorp.

8.7 PacifiCorp shall have the right to excavate the Public Ways subject to conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, PacifiCorp shall first notify the City of such work and shall allow the City, at its own expense, to share the trench of PacifiCorp to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with PacifiCorp's Electric Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect PacifiCorp's Electric Facilities, the City shall give written notice to PacifiCorp.

8.9 No structures, buildings or signs shall be erected below PacifiCorp's facilities or in a location that prevents PacifiCorp from accessing or maintaining its facilities.

8.10 PacifiCorp shall provide the City with a report of all new services created within City boundaries on an annual basis during the term of this Franchise. The City shall provide written confirmation of the accuracy of the report and/or any corrections thereto to PacifiCorp within a reasonable time following receipt of the report.

SECTION 9. Relocation of Electric Facilities.

9.1 The City reserves the right to require PacifiCorp to relocate overhead Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, PacifiCorp shall promptly commence the overhead relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of PacifiCorp, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or

otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of PacifiCorp to obtain reimbursement.

In cases of capital improvement projects undertaken by the City, PacifiCorp shall convert existing overhead distribution facilities to underground, so long as PacifiCorp is allowed to collect the costs associated with conversion from overhead to underground distribution facilities consistent with Washington Utility and Transportation Commission rules on forced conversions.

9.2 PacifiCorp shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, PacifiCorp may charge the expense of removal or relocation to the developer or customer. For example, PacifiCorp shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition or caused by a private development. In such event, the City shall require the developer to pay PacifiCorp for such relocation costs as part of its approval procedures.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall mail notification of such approval and a copy of the plat to PacifiCorp:

Pacific Power
Attn: Estimating Department
500 North Keys Road
Yakima, WA 98901

SECTION 11. Business and Occupation Tax. PacifiCorp shall pay to the City a Business and Occupation Tax in accordance with the provisions of Chapter 3.60 of the Grandview Municipal Code.

SECTION 12. Vegetation Management. PacifiCorp or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches or limbs or other part of such trees or vegetation from interfering with PacifiCorp's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent PacifiCorp, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

SECTION 13. Renewal. At least 120 days prior to the expiration of this Franchise, PacifiCorp and the City either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to

renegotiate a replacement Franchise. PacifiCorp shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION 14. No Waiver. Neither the City nor PacifiCorp shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 15. Transfer of Franchise. PacifiCorp shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld; provided, however, inclusion of this Franchise as property subject to the lien of PacifiCorp's mortgage(s) shall not constitute a transfer or assignment.

SECTION 16. Amendment. At any time during the term of this Franchise, the City, through its City Council, or PacifiCorp may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and PacifiCorp and formally adopted as an ordinance amendment.

SECTION 17. Non-Contestability--Breach of Contract.

17.1 Neither the City nor PacifiCorp will take any action for the purpose of securing modification of this Franchise before either the Washington Utility and Transportation Commission or any Court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve difference in interpretation of the Franchise nor shall PacifiCorp be precluded from seeking relief from the Courts in the event Washington Utility and Transportation Commission orders, rules or regulations conflict with or make performance under the Franchise illegal.

17.2 In the event PacifiCorp or the City fails to fulfill any of their respective obligations under this Franchise, the City, or PacifiCorp, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without such action which would be necessary to formally amend the Franchise.

SECTION 18. Notices. Unless otherwise specified herein, all notices from PacifiCorp to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to

PacifiCorp pursuant to or concerning this Franchise shall be delivered to the Customer and Community Affairs Vice President, Pacific Power, 825 NE Multnomah, Lloyd Center Tower Suite 2000, Portland, Oregon 97232, and such other office as PacifiCorp may advise the City of by written notice.

SECTION 19. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 20. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on October 27, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 10/28/20
EFFECTIVE: 11/2/20

RESOLUTION NO. 2020-40

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE FIRE SERVICE SELF-CONTAINED BREATHING APPARATUS
(SCBA) AS COMPLETE**

WHEREAS, the City purchased twenty two (22) Fire Service Self-Contained Breathing Apparatus (SCBA) utilizing loan funding through the United State Department of Agriculture Rural Development; and,

WHEREAS, the City's Fire Chief has determined that the twenty two (22) Fire Service Self-Contained Breathing Apparatus (SCBA) received are 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 has received and accepts the twenty two (22) Fire Service Self-Contained Breathing Apparatus (SCBA) as complete.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on October 27, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

OUT LAY REPORT AND REQUEST FOR REIMBURSEMENT									
Draw Request Number:	City of Grandview			SCBA purchase		USDA Rural Development			
	Initial Budget	Current Budget	Previous Paid to Date	Payment Requested #1	Paid to Date				
#1									
Assoc. Soft Costs									
SCBA equipment	161,000.00	161,352.00		161,352.00	161,352.00		-	100.00%	
							-	0.00%	
							-	0.00%	
							-	0.00%	
							-	0.00%	
							-	0.00%	
							-	0.00%	
							-	0.00%	
							-	0.00%	
Engineering/Architectural							-	0.00%	
							-	0.00%	
							-	0.00%	
							-	0.00%	
							-	0.00%	
							-	0.00%	
							-	0.00%	
Construction w/ sales tax							-	0.00%	
Construction w/ sales tax							-	0.00%	
							-	0.00%	
Contractor/Contractor							-	0.00%	
Contractor/Contractor							-	0.00%	
Contractor/Contractor							-	0.00%	
Contingency (10% Hire or 12% Balab)							-	0.00%	
Contingency as a Percent of Total		0.00%					-	0.00%	
Total	161,000.00	161,352.00		161,352.00	161,352.00		-	100.00%	
PROJECT FUNDING BREAKDOWN									
Applicant contribution	72,500.00	72,500.00		72,500.00	72,500.00		-	100.00%	
Additional applicant contribution	352.00	352.00		352.00	352.00		-	100.00%	
							-	0.00%	
							-	0.00%	
							-	0.00%	
							-	0.00%	
							-	0.00%	
							-	0.00%	
							-	0.00%	
USDA RD Loan							-	0.00%	
USDA RD Grant	88,500.00	88,500.00		88,500.00	88,500.00		-	100.00%	
Total	161,000.00	161,352.00		161,352.00	161,352.00		-	100.00%	
FUNDS - DIFFERENCE									
Date of Outlay Report	8/31/2020								
APPROVAL AND SIGNATURE SECTION									
OWNER'S APPROVAL:									
Mario Gloria Mendoza	DATE								
ENGINEER/ARCHITECT APPROVAL:									
	DATE								
USDA RURAL DEVELOPMENT CONCURRENCE:									
Mario Canatney, CP Spec.	DATE								
<p>OWNER CERTIFICATION: I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.</p> <p>Revisions will be approved by the borrower and their engineer, as appropriate, and submitted to the processing office for concurrence. The review and acceptance of project costs, including construction pay estimates, by USDA Rural Development does not attest to the correctness of the amounts, the quantities shown or that the work has been performed under the terms of the agreement or contracts.</p> <p>Notes:</p>									

RESOLUTION NO. 2020-41

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE SHORELANDS SHORELINE MASTER
PROGRAM AGREEMENT NO. SEASMP-1921-GRANDV-00108 BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND THE CITY OF
GRANDVIEW FOR THE SHORELINE MASTER PROGRAM**

WHEREAS, the City of Grandview applied for and was awarded a Shorelands Shoreline Master Program financial assistance grant from the State of Washington Department of Ecology to fund the City's Shoreline Master Program periodic review; and,

WHEREAS, the City must execute Agreement No. SEASMP-1921-Grandv-00108 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 Shorelands Shoreline Master Program Agreement No. SEASMP-1921-Grandv-00108 between the State of Washington Department of Ecology and the City of Grandview for the Shoreline Master Program periodic review 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 October 27, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. SEASMP-1921-Grandv-00108

SHORELANDS SHORELINE MASTER PROGRAM 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:	Shoreline Master Program – Periodic Review
Total Cost:	\$16,800.00
Total Eligible Cost:	\$16,800.00
Ecology Share:	\$16,800.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	Periodic Review of the Shoreline Master Program

Project Short Description:

The RECIPIENT will conduct a periodic review of the Shoreline Master Program (SMP) that is developed in a manner consistent with requirements of the Shoreline Management Act (SMA), RCW 90.58, and its implementing rules, WAC 173-26, including the Shoreline Master Program Guidelines (SMP Guidelines).

Project Long Description:

The purpose of the Shoreline Master Program periodic review is to (a) assure that the master program complies with applicable law and SMP Guidelines in effect at the time of the review, and (b) assure consistency of the master program with the local government's comprehensive plan and development regulations adopted under chapter RCW 36.70A, if applicable. Local governments should also consider amendments needed to address changed circumstances, new information, or improved data.

Agreement No: SEASMP-1921-Grandv-00108
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Grandview

Please note: Beyond the scope of this agreement, the RECIPIENT will continue the SMP formal adoption process as stated in the SMA and WAC 173-26. Work related to these activities and formal adoption by the local governing body is eligible for reimbursement under this grant, provided it is completed by June 30, 2021. The adoption process includes the activities shown below.

1. Complete SEPA review and documentation

Conduct SEPA review pursuant to the State Environmental Policy Act (RCW 43.21C).

2. Provide GMA 60-day notice of intent to adopt

For local governments planning under the Growth Management Act, notify ECOLOGY and the Department of Commerce of intent to adopt the SMP amendment at least 60 days in advance of final local approval, pursuant to RCW 36.70A.106.

3. Hold public hearing

Hold at least one public hearing prior to local adoption of the draft SMP or Findings of Adequacy, consistent with the requirements of WAC 173-26-100 or WAC 173-26-104.

4. Prepare a responsiveness summary

Prepare a summary responding to all comments received during the public hearing and the public comment period. The names and mailing addresses of all interested parties providing comment shall be compiled.

5. Adopt SMP and submit to ECOLOGY

Complete the adoption process for the SMP update under either WAC 173-26-100 or WAC 173-26-104 and submit the locally-adopted Draft SMP amendment or Findings of Adequacy and Periodic Review Checklist to ECOLOGY under WAC 173-26-110.

Overall Goal:

Periodic Review Checklist and final draft SMP amendment or Findings of Adequacy.

Agreement No: SEASMP-1921-Grandv-00108
Project Title: Shoreline Master Program – Periodic Review
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: SEASMP-1921-Grandv-00108

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Grandview

Project Manager	Anita Palacios City Clerk 207 W 2nd Street Grandview, Washington 98930 Email: anitap@grandview.wa.us Phone: (509) 882-9200
Billing Contact	Anita Palacios City Clerk 207 W 2nd Street Grandview, Washington 98930 Email: anitap@grandview.wa.us Phone: (509) 882-9200
Authorized Signatory	Cus Arteaga 207 W 2nd Street Grandview, Washington 98930 Email: carteaga@grandview.wa.us Phone: (509) 882-9200

Agreement No: SEASMP-1921-Grandv-00108
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Grandview

ECOLOGY INFORMATION

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

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Lennard Jordan 1250 W Alder St. Union Gap, Washington 98903-0009 Email: ljor461@ecy.wa.gov Phone: (509) 457-7125
Financial Manager	Cindy James PO Box 47600 Olympia, Washington 98504-7600 Email: cjam461@ecy.wa.gov Phone: (360) 407-7421

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: _____

Gordon White
Shorelands
Program Manager
Date

Cus Arteaga
Date

Template Approved to Form by
Attorney General's Office

Agreement No: SEASMP-1921-Grandv-00108

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Grandview

Gloria Mendoza

Mayor

Date

Agreement No: SEASMP-1921-Grandv-00108
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Grandview

SCOPE OF WORK

Task Number: 1 Task Cost: \$1,968.00

Task Title: 1. Project Oversight: Coordination, Management, and Administration

Task Description:

The RECIPIENT will provide necessary project oversight to complete the scope of work in compliance with this ECOLOGY agreement, which includes project coordination, project management, and project administration.

A. The RECIPIENT will coordinate with ECOLOGY throughout the SMP review process. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.

B. The RECIPIENT will coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the RECIPIENT will consult with other appropriate entities which may have useful information if necessary.

C. The RECIPIENT will conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

D. The RECIPIENT will submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; and submit ECOLOGY-approved deliverables by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

Task Expected Outcome:

Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report. Properly maintained project documentation.

Recipient Task Coordinator: Anita Palacios, City Clerk

1. Project Oversight: Coordination, Management, and Administration

Deliverables

Number	Description	Due Date
1.1	Progress reports are due quarterly.	
1.2	Recipient Close Out Report	06/30/2021

Agreement No: SEASMP-1921-Grandv-00108
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Grandview

SCOPE OF WORK

Task Number: 2 Task Cost: \$1,440.00

Task Title: 2. Secure Consultant Services, If Needed

Task Description:

If applicable, the RECIPIENT will:

A. Secure qualified consultant services

In accordance with the RECIPIENT or State of Washington procurement procedures, the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.

Task Goal Statement:

To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

Task Expected Outcome:

If applicable, signed contract and sub-agreement with consultant(s).

Recipient Task Coordinator: Anita Palacios, City Clerk

2. Secure Consultant Services, If Needed**Deliverables**

Number	Description	Due Date
2.1	Final signed consulting contract. Upload to EAGL per the date in the Deliverable Due Dates form.	
2.2	Update in quarterly progress report.	

Agreement No: SEASMP-1921-Grandv-00108
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Grandview

SCOPE OF WORK

Task Number: 3 Task Cost: \$1,066.00

Task Title: 3. Public Participation

Task Description:

The RECIPIENT will:

A. Develop a Public Participation Plan

Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090. The public participation plan should include applicable local requirements such as planning commission review and formal hearings, as well as applicable state notice requirements.

B. Conduct public participation activities

Implement the public participation plan throughout the course of the SMP periodic review process.

Task Goal Statement:

To inform and involve all stakeholders in the SMP periodic review process.

Task Expected Outcome:

Continuous public participation activities throughout the SMP periodic review process.

Recipient Task Coordinator: Anita Palacios, City Clerk

3. Public Participation**Deliverables**

Number	Description	Due Date
3.1	Public Participation Plan. Upload to EAGL per the date in the Deliverable Due Dates form.	
3.2	Updates of public involvement activities in progress reports.	

Agreement No: SEASMP-1921-Grandv-00108

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Grandview

SCOPE OF WORK

Task Number: 4

Task Cost: \$10,276.00

Task Title: 4. Review Shoreline Master Program and Draft Revisions, If Needed

Task Description:

The RECIPIENT will:

A. Review the SMP to determine if revisions are needed

1. Review amendments to chapter 90.58 RCW and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance. Ecology will provide a checklist of legislative and rule amendments to assist local governments with this review.

2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them. Document the consistency analysis to support proposed changes to the Shoreline Master Program or Findings of Adequacy.

3. Conduct additional analysis deemed necessary to address changing local circumstances, new information or improved data.

B. Draft revised SMP goals, policies and regulations, or prepare Findings of Adequacy

1. Prepare amended goals and policies or regulations identified through the review process. Use the checklist to identify where in the SMP changes are made to address applicable statutory or regulatory changes.

2. Where the review conducted under Task 4A concludes no changes are necessary, prepare draft Findings of Adequacy.

Task Goal Statement:

To review the SMP to determine if changes are necessary, and revise the SMP if changes are deemed necessary.

Task Expected Outcome:

A completed Periodic Review Checklist documenting the initial staff review of the SMP, and either initial draft SMP amendments or draft Findings of Adequacy.

Agreement No: SEASMP-1921-Grandv-00108

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Grandview

Recipient Task Coordinator: Anita Palacios, City Clerk**4. Review Shoreline Master Program and Draft Revisions, If Needed****Deliverables**

Number	Description	Due Date
4.1	A Periodic Review Checklist documenting consideration of statutory amendments, and internal consistency review. Upload to EAGL per the date in the Deliverable Due Dates form.	
4.2	Initial draft SMP amendments or Findings of Adequacy and supporting documentation. Upload to EAGL per the date in the Deliverable Due Dates form.	

Agreement No: SEASMP-1921-Grandv-00108

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Grandview

SCOPE OF WORK**Task Number:** 5 **Task Cost:** \$2,050.00**Task Title:** 5. Final Draft SMP or Findings of Adequacy**Task Description:**

The RECIPIENT will:

A. Conduct public review process

Conduct a local public review process for the proposed Shoreline Master Program as provided in the SMA and WAC 173-26. Where amendments to the SMP are proposed they shall contain applicable shoreline goals, policies, or regulations with copies of any provisions adopted by reference. Where no changes are needed, the local process will include a formal Findings of Adequacy.

B. Assemble final draft amendment or Findings of Adequacy

Assemble a complete SMP final draft amendment in preparation for review and approval by the local jurisdictional governing body. Where the review determines that no changes are needed, the Recipient will prepare a formal Findings of Adequacy.

Task Goal Statement:

Complete a Shoreline Master Program final draft amendment or Findings of Adequacy.

Task Expected Outcome:

A Shoreline Master Program final draft amendment or Findings of Adequacy.

Recipient Task Coordinator: Anita Palacios, City Clerk**5. Final Draft SMP or Findings of Adequacy****Deliverables**

Number	Description	Due Date
5.1	Updates of public review process activities in progress report.	
5.2	Submit an SMP final draft amendment or Findings of Adequacy, with relevant supporting documentation and a complete Periodic Review checklist. Upload to EAGL per the date in the Deliverable Due Dates form.	

Agreement No: SEASMP-1921-Grandv-00108
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Grandview

BUDGET**Funding Distribution EG210046**

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: Model Toxics Control Operating Account (MTFunding Type: Grant
 Funding Effective Date: 07/01/2019 Funding Expiration Date: 06/30/2021

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Type: State

Funding Source %: 100%

Description: Model Toxics Control Operating Account (MTCOA)

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Model Toxics Control Operating Account (MTCOA)	Task Total
1. Project Oversight: Coordination, Management, and Administration	\$ 1,968.00
2. Secure Consultant Services, If Needed	\$ 1,440.00
3. Public Participation	\$ 1,066.00
4. Review Shoreline Master Program and Draft Revisions, If Needed	\$ 10,276.00
5. Final Draft SMP or Findings of Adequacy	\$ 2,050.00

Total: \$ 16,800.00

Agreement No: SEASMP-1921-Grandv-00108
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Grandview

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Model Toxics Control Operating Account (MTCOA)	0.00 %	\$ 0.00	\$ 16,800.00	\$ 16,800.00
Total		\$ 0.00	\$ 16,800.00	\$ 16,800.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Deliverable Due Date Form:

The RECIPIENT will negotiate the task deliverable due dates with the ECOLOGY Project Manager, and the ECOLOGY Project Manager will enter the information in the Deliverable Due Date EAGL form. The RECIPIENT will keep track of these due dates, and will note any date changes on the quarterly progress reports. The Deliverable Due Date form can be found on the Application Menu - Forms page in EAGL. (Note: This form does not automatically print out with the agreement.)

Document Accessibility Requirements (as described in the General Terms and Conditions of this Agreement: ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY):

For documents produced under this agreement intended to be published, posted, or hosted on ECOLOGY's external web site, the RECIPIENT shall provide the documents in both their "native format" (such as Word, Excel, PowerPoint) and in PDF format (latest version of Adobe Acrobat Pro or compatible). The PDF documents must satisfactorily pass the Adobe Acrobat Pro Accessibility Checker (Full Check). The RECIPIENT will provide ECOLOGY the Accessibility Checker's report. ECOLOGY will review the PDF Accessibility results and may request the RECIPIENT remedy any known issues. ECOLOGY reserves the right to perform independent testing to validate accessibility and may require the RECIPIENT remedy any identified issues before acceptance of the document. For assistance concerning Accessibility, visit state of Washington, Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>).

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

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Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Grandview

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.frs.gov <http://www.frs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.frs.gov <http://www.frs.gov>.

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Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Grandview

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.

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- 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.
- 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

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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

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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)

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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

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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.

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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

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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

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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.

ORDINANCE NO. 2020-9

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2020 ANNUAL BUDGET**

WHEREAS, the original 2020 estimated beginning fund balances and revenues do not reflect available budget sources; and

WHEREAS, there are necessary and desired changes in uses and expenditure levels in the funds; and

WHEREAS, there are sufficient sources within the funds to meet the anticipated expenditures.

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

Section 1. That the 2020 annual budget be amended to reflect the changes presented in Exhibit A.

Section 2. That the City Administrator is authorized and directed to adjust estimated revenues, expenditures and fund balances reflecting the determined changes.

Section 3. This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on October 27, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 10/28/20
EFFECTIVE: 11/2/20

Exhibit A

Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
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Current Expense Fund

Original 2020 Budget	1,360,960	5,661,840	6,479,410	543,390	7,022,800
Amendment Amount		473,000	467,300	5,700	473,000
Amended Total	1,360,960	6,134,840	6,946,710	549,090	7,495,800

E.M.S. Fund

Original 2020 Budget	176,420	159,400	333,860	1,960	335,820
Amendment Amount		33,000	500	32,500	33,000
Amended Total	176,420	192,400	334,360	34,460	368,820

Yakima Co. Law & Justice Tax

Original 2020 Budget	233,890	303,000	371,100	165,790	536,890
Amendment Amount		200	200	-	200
Amended Total	233,890	303,200	371,300	165,790	537,090

Street Fund

Original 2020 Budget	395,690	940,500	1,150,990	185,200	1,336,190
Amendment Amount		500	500	-	500
Amended Total	395,690	941,000	1,151,490	185,200	1,336,690

Cemetery Fund

Original 2020 Budget	135,230	156,300	232,950	58,580	291,530
Amendment Amount		300	300	-	300
Amended Total	135,230	156,600	233,250	58,580	291,830

Water Fund

Original 2020 Budget	11,899,540	2,571,005	7,925,735	6,544,810	14,470,545
Amendment Amount		38,995	1,000	37,995	38,995
Amended Total	11,899,540	2,610,000	7,926,735	6,582,805	14,509,540

Sewer Fund

Original 2020 Budget	-	13,721,845	7,834,280	5,887,565	13,721,845
Amendment Amount		6,005	2,000	4,005	6,005
Amended Total	-	13,727,850	7,836,280	5,891,570	13,727,850

Irrigation Fund

Original 2020 Budget	173,985	497,200	563,640	107,545	671,185
Amendment Amount		1,000	1,000	-	1,000
Amended Total	173,985	498,200	564,640	107,545	672,185

Solid Waste Fund

Original 2020 Budget	665,265	1,170,930	1,138,440	697,755	1,836,195
Amendment Amount		1,000	1,000	-	1,000
Amended Total	665,265	1,171,930	1,139,440	697,755	1,837,195