

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, FEBRUARY 9, 2021**



**Governor Proclamation 20-28.15 continues the prohibition on "in-person" meetings through termination of the State of Emergency or until rescinded whichever occurs first. 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 January 26, 2021 Committee-of-the-Whole meeting 1-4
  - B. Minutes of the January 26, 2021 Council meeting 5-9
  - C. Payroll Check Nos. 12012-12038 in the amount of \$26,441.88
  - D. Payroll Electronic Fund Transfers (EFT) Nos. 60487-60493 in the amount of \$95,708.15
  - E. Payroll Direct Deposit 1/16/21-1/31/21 in the amount of \$123,068.29
  - F. Claim Check Nos. 121411-121494 in the amount of \$573,380.56
- 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. 2021-06 authorizing the Mayor to sign the 2021 Yakima County Technology Services Interlocal Agreement 10-18
  - B. Ordinance No. 2021-01 adopting a new Chapter 10.70 of the Grandview Municipal Code Entitled Wheeled-All Terrain Vehicles 19-22
- 7. UNFINISHED AND NEW BUSINESS**
  - A. Economic Development Training Special Meeting – February 16, 2021 @ 6:00 pm
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER REPORTS**
- 10. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, February 9, 2021 at 6:00 pm and 7:00 pm will only be available via teleconference.

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**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE MEETING MINUTES  
JANUARY 26, 2021**

**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 20-28.15 continued the prohibition on "in-person" meetings through termination of the State of Emergency or until rescinded whichever occurs first. 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 Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller, Fire Chief Pat Mason, Assistant Public Works Director Todd Dorsett and City Clerk Anita Palacios

**3. APPROVAL OF AGENDA**

**On motion by Councilmember Everett, second by Councilmember Souders, the C.O.W. approved the agenda as presented.**

Roll Call Vote:

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

**4. PUBLIC COMMENT – None**

**5. NEW BUSINESS**

**A. Resolution authorizing the Mayor to sign the 2021 Yakima County Technology Services Interlocal Agreement**

Police Chief Fuller explained that the Grandview Police Department contracts with Yakima County Technology Services to provide internet collections, mobile data terminal connections, and related support services. This contract represented a continuation of current services through 2021. The 2021 Yakima County Technology Services Interlocal Agreement was the same as prior years. The basic rates remained the same as 2019. An additional \$300.00 would be charged in 2021 for an extra 1 Mb of dedicated bandwidth to handle increased traffic over the fiber optic network.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a resolution authorizing the Mayor to sign the 2021 Yakima County Technology Services Interlocal Agreement to the February 9, 2021 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 approving an Interlocal Agreement between the City of Toppenish, City of Grandview, City of Moxee, City of Sunnyside and Yakima County for their respective Police Departments and its Sheriff's Office to share the use and costs of a vehicle equipped to help apprehend car thieves which is commonly referred to as a bait car**

Police Chief Fuller explained that Yakima County as a whole, and the City of Grandview as a municipality, have ongoing problems with motor vehicle thefts. Grandview had approximately 50 vehicles stolen in 2020. The Yakima County Sheriff's Office, City of Toppenish, City of Moxee, City of Sunnyside, and City of Grandview Police Departments have banded together in a program to help address vehicle thefts. The proposed program to address auto thefts centers around using commonly referred to as a bait car. A bait car was a vehicle equipped to help apprehend car thieves. It does this by having video recording and tracking capabilities hidden in an older vehicle that would be of interest to auto thieves. He presented the Interlocal Agreement setting out the sharing of costs for a bait car program. The initial expense for Grandview's portion would be \$1,700 for the first year and an estimated \$400 per year after that, as long as the program continued. This money was included in the 2021 budget. The Interlocal Agreement was reviewed by the City Attorney.

Discussion took place.

**On motion by Councilmember Diaz, second by Councilmember Everett, the C.O.W. moved a resolution approving an Interlocal Agreement between the City of Toppenish, City of Grandview, City of Moxee, City of Sunnyside and Yakima County for their respective Police Departments and its Sheriff's Office to share the use and costs of a vehicle equipped to help apprehend car thieves which is commonly referred to as a bait car to the February 9, 2021 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 adopting a new Chapter 10.70 of the Grandview Municipal Code Entitled Wheeled-All Terrain Vehicles**

Police Chief Fuller explained that in 2013, the Legislature created a designation for certain vehicles to be called wheeled all-terrain vehicles (WATV). This included what most people think of as all-terrain vehicle (ATV) with handle bar steering and dual occupant single seat and utility type vehicle (UTV) with steering wheel and side-by-side seating. The law (RCW 46.09.455) allowed WATVs to be operated on public roadways within the boundaries of a city or town, if the city or town by ordinance approved the operation of WATVs. The roadways must have a posted speed limit under 35 mph and the WATV must have various safety features such as seatbelts, windshield, turn signals, etc. In 2014, the City of Prosser adopted a city ordinance allowing WATV use on their city streets. There have been requests that the City of Grandview adopt a similar ordinance as the City of Prosser in order to allow WATV use in the City of Grandview. The City of Prosser has had no enforcement issues since their ordinance was adopted. The City of Grandview could use the City of Prosser's ordinance as a template and make additions or changes as necessary.

Discussion took place.

**On motion by Councilmember Souders, second by Councilmember Rodriguez, the C.O.W. moved an ordinance adopting a new Chapter 10.70 of the Grandview Municipal Code Entitled Wheeled-All Terrain Vehicles to the February 9, 2021 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

**D. Community Website Development Update – Councilmembers Ozuna & Everett**

Councilmember Ozuna provided an update on the community website development. He explained that 67 surveys were completed and the survey results were compiled. He presented the data from the survey results. The narrative responses were summarized and would be provided to staff and Council for review.

Discussion took place.

**6. MEETING RECESSED**

The C.O.W. meeting was recessed at 7:05 p.m. to begin the regular meeting. The C.O.W. meeting reconvened following the regular meeting at 7:35 p.m.

Further discussion took place regarding the community website development and next steps. Councilmember Ozuna would present a mock-up page for presentation at the February 23, 2021 C.O.W. meeting.

**7. OTHER BUSINESS – None**

**8. ADJOURNMENT**

**On motion by Councilmember Everett, second by Councilmember Souders, the C.O.W. meeting adjourned at 7:50 p.m.**

**Roll Call Vote:**

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

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
JANUARY 26, 2021**

**1. CALL TO ORDER**

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

Governor Proclamation 20-28.15 continued the prohibition on "in-person" meetings through termination of the State of Emergency or until rescinded whichever occurs first. 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, Fire Chief Pat Mason, Assistant Public Works Director Todd Dorsett and City Clerk Anita Palacios

**2. PLEDGE OF ALLEGIANCE**

Mayor Mendoza led the pledge of allegiance.

**3. APPROVAL OF AGENDA**

On motion by Councilmember Everett, second by Councilmember Souders, the C.O.W. approved the agenda as presented.

Roll Call Vote:

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

**4. PRESENTATIONS – None**

**5. PUBLIC COMMENT – None**

**6. CONSENT AGENDA**

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

- A. Minutes of the January 12, 2021 Committee-of-the-Whole meeting
- B. Minutes of the January 12, 2021 Council meeting
- C. Minutes of the January 19, 2021 Special Council meeting
- D. Payroll Check Nos. 11997-12011 in the amount of \$98,089.13

- E. **Payroll Electronic Fund Transfers (EFT) Nos. 60481-60485 in the amount of \$82,757.25**
- F. **Payroll Direct Deposit 1/1/21-1/15/21 in the amount of \$111,258.36**
- G. **Claim Check Nos. 121329-121410 in the amount of \$513,276.69**

Roll Call Vote:

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

7. **ACTIVE AGENDA**

- A. **Resolution No. 2021-02 approving Task Order No. 2021-01 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Resurfacing**

This item was previously discussed at the January 12, 2021 C.O.W. meeting.

**On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Resolution No. 2021-02 approving Task Order No. 2021-01 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Resurfacing.**

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 No. 2021-03 approving Task Order No. 2021-02 with HLA Engineering and Land Surveying, Inc., for the Water System Plan Update**

This item was previously discussed at the January 12, 2021 C.O.W. meeting.

**On motion by Councilmember Diaz, second by Councilmember Ozuna, Council approved Resolution No. 2021-03 approving Task Order No. 2021-02 with HLA Engineering and Land Surveying, Inc., for the Water System Plan Update.**

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. **Resolution No. 2021-04 approving Task Order No. 2021-03 with HLA Engineering and Land Surveying, Inc., for the General Sewer Plan**

This item was previously discussed at the January 12, 2021 C.O.W. meeting.

**On motion by Councilmember Diaz, second by Councilmember Ozuna, Council approved Resolution No. 2021-04 approving Task Order No. 2021-03 with HLA Engineering and Land Surveying, Inc., for the General Sewer Plan.**

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. **Resolution No. 2021-05 approving Amendment No. 1 to Task Order No. 2019-04 with HLA Engineering and Land Surveying, Inc., for the Sludge Drying Bed Evaluation and Design**

This item was previously discussed at the January 12, 2021 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Souders, Council approved Resolution No. 2021-05 approving Amendment No. 1 to Task Order No. 2019-04 with HLA Engineering and Land Surveying, Inc., for the Sludge Drying Bed Evaluation and Design.**

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. **2021 City Board & Commission Appointments**

This item was previously discussed at the January 12, 2021 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Moore, Council confirmed the following appointments:

<u>Position</u>	<u>Term</u>
<b>Community Center Advisory Committee</b>	
• Middle School Representative – Brendan Kramer	12/31/2021
• High School Representative – Sienna Black	12/31/2021
• Senior Citizen Representative – Wanda Brewer	12/31/2021
• American Legion/Auxiliary Representative – Nancy Davidson	12/31/2021
• At-Large Representative – Dave Copeland	12/31/2021
• At-Large Representative – Laura Massey	12/31/2021
• City Council Representative – Joan Souders	12/31/2021
<b>Planning Commission – Randy Tucker</b>	12/31/2024
<b>Civil Service Commission – Andrea Arteaga-Morris</b>	12/31/2026

Roll Call Vote:

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

**8. UNFINISHED AND NEW BUSINESS**

**A. Ambulance Utility Fee Task List and Timeline – Councilmember Everett**

This item was previously discussed at the January 19, 2021 Special Council meeting.

On motion by Councilmember Everett, second by Councilmember Souders, Council approved the Ambulance Utility Fee Task List and Timeline as presented.

Roll Call Vote:

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

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

Sewer Trunk Main Replacement Project – City Administrator Arteaga provided an update on the Sewer Trunk Main Replacement Project.

**10. MAYOR & COUNCILMEMBER REPORTS**

YVCOG General Membership Meeting – Councilmember Moore reported that he volunteered the City to host the September 15, 2021 YVCOG General Membership meeting.

Economic Development Training – Mayor Mendoza suggested that Jonathan Smith, Executive Director with the Yakima County Development Association be invited to a future special meeting to provide economic development training.

Renaming Country Park Amphitheater – Councilmember Souders recommended naming the Country Park Amphitheater after Mayor Norm Childress.

**11. ADJOURNMENT**

**On motion by Councilmember Moore, second by Councilmember Diaz, Council adjourned the meeting at 7:35 p.m.**

Roll Call Vote:

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

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

**RESOLUTION NO. 2021-06**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE 2021 YAKIMA COUNTY  
TECHNOLOGY SERVICES INTERLOCAL AGREEMENT**

**WHEREAS**, the City of Grandview and Yakima County Technology Services have previously entered into an Interlocal Agreement, and

**WHEREAS**, the Interlocal Agreement has or is about to expire, and

**WHEREAS**, the City of Grandview wishes to continue said Interlocal Agreement,

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

The Mayor is hereby authorized to enter into the 2021 Interlocal Agreement with Yakima County Technology Services 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 February 9, 2021.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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



# Yakima County Technology Services

Yakima County Technology Building  
217 North 1st Street  
Yakima, WA 98901

Phone: (509)574-2000 - FAX: (509)574-2001

Internet: [www.co.yakima.wa.us](http://www.co.yakima.wa.us)

## INTER-LOCAL AGREEMENT

Yakima County Technology Services  
217 N First Street  
Yakima, WA 98901

Agency	<u>Grandview Police Department</u>
Street Address	<u>207 West Second Street</u>
City, State, Zip	<u>Grandview, WA 98930</u>

### 1. Purpose

This Inter-Local Agreement Number, 2021-014 (ILA) is executed by Yakima County Technology Services (YCTS) and Grandview Police Department. This ILA sets forth the obligations of the parties with respect to YCTS' provision of business related technology services. Grandview Police Department will be referred to in this document as 'the Customer', and Yakima County will be referred to as 'the County'.

### 2. Term and Termination

The term of this ILA is effective upon the date of execution by both parties and shall remain in full force and effect through one year. Renewal will occur upon customer signing a new Inter-Local Agreement Attachment A: Service Locations and Costs form which the county will send out yearly. The attachment A renewal form will include any price changes.

This Agreement will not be in effect during any period of interruption to YCTS' processing capability which is caused by a disaster, as declared by the Director of YCTS.

### 3. Scope of Agreement

The scope of this agreement includes the Inter-Local Agreement and Attachment A: Services, Locations and Costs, Attachment B: Terms of Service, and Attachment C: Disclosure.

All information and data produced by and for the customer is the property of the customer who is solely responsible for its stewardship, retention and production, according to the applicable laws and statutes of the State of Washington. Data and information will be made available to the customer in an agreed to form suitable to migration, should this ILA be terminated.

### 4. Service Costs, Billing and Termination Liability

The customer agrees to pay YCTS all nonrecurring costs (purchase, configuration and installation) and recurring yearly costs, fees, and charges associated with the Services that are requested. The rates for the yearly charges for the 2021 fiscal year are listed in Attachment A.

YCTS will bill the customer:                      Annual      Monthly      Quarterly  

for these services, with billing commencing on the date of acceptance of services to that site. Recurring yearly costs for services are recalculated each year. By signing a Services and Costs form yearly, the customer agrees to pay for services at that year's prices.

Renewal will be automatic unless termination notification is given in writing 90 days in advance. Customer agrees to pay any termination liability assessed by a third party vendor on YCTS.

## **5. Technology Services Help Desk**

The YCTS Help Desk is staffed 8 hours per day, 5 days a week. The Help Desk telephone number is 509-574-2000.

There may be some shifts during normal business hours when a technician is not immediately available. If the phone is busy or if the technician is away from the phone working on other problems, the caller will be asked to leave a voice mail message.

## **6. Network Maintenance**

YCTS reserves the right to schedule and to perform system maintenance as necessary. Notification is typically provided by e-mail five days in advance unless an emergency exists.

## **7. Problem Management**

### Problem Reporting

The YCTS Help Desk will collect information from the customer and open an electronic trouble ticket. Information needed for problem reporting and tracking will include:

- a. name of person reporting problem
- b. return call telephone number
- c. person and location experiencing the problem
- d. description of the problem
- e. when the problem started

The YCTS Help Desk typically refers problem tickets to technicians, during working hours, within ½ hour of initial receipt of the problem report. All requests for service should be routed through the County help desk.

Most problems will be resolved during business hours. Those issues that are deemed to be critical in nature may be addressed after hours when approved by YCTS.

### Problem Resolution

A problem will be considered resolved when the service becomes fully functional again and service performance is acceptable to the customer.

## **8. Inter-local Agreement Changes**

The ILA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the ILA and will take precedence over the original ILA. No modifications will be effective until they are attached to the Inter-Local Agreement and mutually executed by both parties.

## **9. Authorization/Acceptance**

This ILA constitutes the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this ILA. Customer hereby authorizes YCTS to perform the services described. The Parties hereby acknowledge and accept the terms and conditions of the ILA.

**Attachment A**

**ILA Grandview Police Department 2021-014**

**Services, Locations, and Costs**

<b>Annual Cost of Services Provided to Customer</b>			
<b>by Yakima County</b>			
<b>Prepared: 9/18/2020</b>			
Description	Quantity	Unit Cost	Annual Cost
Internet Access – outside county network Mb	5	\$103.00	\$515.00
Netmotion Vendor Support	12	\$79.83	\$957.96
1 Mb Dedicated Bandwidth	1	\$741.60	\$741.60
<b>Total</b>			\$2,214.56

Rates are reviewed and adjusted annually. Call out for support outside of normal business hours will be charged at \$150/hour with one hour minimum. After hours support may require additional costs for overtime and other expenses.

Only services and/or support items listed are included in this agreement. Other services and support may be negotiated upon request.

No software license fees are included in this agreement.

**Contact Information**

ILA management and correspondence regarding this ILA should be directed to:

<b>Customer Contact</b>		<b>YCTS Contact</b>	
Name	Kal Fuller	Name	Kevin Wickenhagen
Agency Name	Grandview Police Department	Agency Name	Yakima County Technology Services
Street Address	207 West Second Street	Street Address	217 N. First Street
City, State, Zip	Grandview, WA 98930	City, State, Zip	Yakima WA 98901
Phone:	509 882-2000	Phone:	509-574-1992
Email:	Kal.Fuller@grandviewpd.us	Email:	kevin.wickenhagen@co.yakima.wa.us

Here is the list of address of all servicing location (s).

Servicing Location (s) Address:	
1	201 West 2nd Street Grandview, WA 98930

Please provide a point of contact to coordinate technical services, maintenance windows, planned outages and unexpected issues.

Technical Customer Contact	
Name	Kal Fuller
Position	Police Chief
Telephone	(509) 882-2000
Alternate Phone:	
Email:	Kal.fuller@grandviewpd.us

Please provide the point of contact for billing.

Billing Customer Contact	
Name	Mike Hopp
Street Address	207 West Second Street
City, State, Zip	Grandview, WA 98930
Phone:	509 882-2000
Email:	Mike.hoop@grandviewpd.us



**Attachment B**  
**ILA Grandview Police Department 2021-014**

**Terms of Service**

- 1. Ownership of equipment:**
  - a. Customer will be the owner of all equipment
  - b. County will be steward of all network equipment regardless of ownership.
- 2. Purchase of equipment:**
  - a. If owned by customer then customer must pay vendor in full
  - b. If County owned County must pay and bill as appropriate
- 3. Maintenance of equipment:**
  - a. Maintenance will be defined as those activities required to keep the domain running at peak efficiency. This will include configuration, repair and troubleshooting.
- 4. Administration of equipment:**
  - a. County to administer domain operations
  - b. Replacement funding
    - i. If County owned, county responsibility
    - ii. If customer owned, customer responsibility
  - c. Administration costs
    - i. Included in customer rates for normal administration
    - ii. Billable for extraordinary operations
      1. Negotiated prior to operation taking place
      2. Billed at then current rates
- 5. Specific deliverables:**
  - a. Operations
    - i. Yakima County agrees to provide all services listed in Attachment A on a best effort basis. Yakima County maintains emergency outage protocols, alternate network pathways and spare equipment but does not guarantee operational uptime or speed of data transmission.
    - ii. The customer agrees to provide a list of persons authorized to approve operational changes in services to include user accounts, security settings, for additions, modifications and deletions.
    - iii. The customer agrees to provide a mutually agreed upon individual contact for service delivery issues.
    - iv. The customer agrees to provide adequate workspace, furniture and phone for on-site county workstation support personnel.
    - v. The customer agrees to provide a site location acceptable to the County for placing Yakima County equipment related to the delivery of services provided for in this agreement.
    - vi. Virus protection will be purchased by the customer, installed at the computer level and the customer's responsibility to keep virus definition files updated to the latest version. It shall be the responsibility of the County to keep the virus definition files updated to the latest version, if said service is contracted with the county.
    - vii. County and the customer agree to cooperate together in good faith to accomplish operational goals that benefit the customer and County constituents.

**6. Administration**

- a. Inform County Technology Services Admin regarding any changes of status in writing
  - i. Email will work as long as it has all of the required elements.
    - 1. What is changing
    - 2. When is it scheduled to change
    - 3. Who will be affected
    - 4. How will they be affected
    - 5. Who will make the change
    - 6. Why is change necessary
    - 7. How long will the change take
    - 8. CC will be sent to all persons for all changes.

b. Hours of operations

Normal Business hours:	8:00 AM to 5:00 PM Monday through Friday
Critical business hours:	To be determined with customer

c. Troubleshooting after business hours

- i. Call Out
  - 1. Specific procedures will be provided to the customer in writing
  - 2. Updates will be provided by County as necessary
  - 3. All initial calls will be directed to County Help Desk at 574-2000 at all hours.
- ii. Response time window
  - 1. 30 Minutes from time of initial call to first returned call
  - 2. Subsequent actions will be based upon Yakima County's priority matrix which will be provided to the customer.
- iii. Response procedures will be provided to the customer in writing and updated as necessary by County
- iv. Troubleshooting by County that is found to be caused by the customer will be reimbursed at the customer's expense.
- v. Mileage will be charged and reimbursed at current county rate, if appropriate.
- vi. Access to the customer's facilities and equipment to be ensured by the customer.
- vii. Hourly charge for a call out outside of normal business hours is identified in Attachment A.

**Attachment C**  
**ILA Grandview Police Department 2021-014**

**Disclosure**

**1. Nondisclosure of Confidential and Personal Information**

Yakima County acknowledges that some of the material and information that may come into its possession or knowledge in connection with this contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW, or other state or federal statutes ("confidential information"). Confidential information includes, but is not limited to, names, addresses, Social Security numbers, financial profiles, credit card information, driver's license numbers, medical data, agency source code or object code, agency security data, etc or information identifiable to an individual that relates to any of these types of information. Yakima County agrees to hold confidential information in strictest confidence and not to make use of confidential information for any purpose other than the performance of this contract, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without purchaser's express written consent or as provided by law unless such disclosure is required by law. Yakima County agrees to release such information or material only to employees or subcontractors who have signed a non-disclosure agreement, the terms of which have been previously approved by purchaser. Yakima County agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "protected health information" (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), individuals' social security numbers collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. Yakima County must comply with all HIPAA requirements and rules when determined applicable by the purchaser. If purchaser determines that (1) purchaser is a "covered entity" under HIPAA, and that (2) Yakima County will perform "business associate" services and activities covered under HIPAA, then at purchaser's request, Yakima County agrees to execute purchaser's business associate contract in compliance with HIPAA.

Yakima County shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein.

Yakima County and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and demand for return of all personal information. Yakima County agrees to indemnify and hold harmless the State of Washington and the purchaser for any damages related to both: (1) Yakima County's unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Yakima County's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

**2. Compelled Disclosure of Information**

Notwithstanding anything in the foregoing to the contrary, Yakima County may disclose data pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that Yakima County promptly notifies, to the extent practicable, the customer in writing of such demand for disclosure so that the customer, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the information; provided that Yakima County will disclose only that portion of the requested information that, in the written opinion of its legal counsel, it is required to disclose. Yakima County agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the customer with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the customer is unable to obtain or does not seek a protective order and Yakima County is legally requested or required to disclose such information, disclosure of such information may be made without liability.

**3. Public Information Requests**

- a. The customer will be responsible for providing the tools to recover email for a public information request.
- b. The County will install and maintain those tools as a part of the process of supporting the customer's email system.
- c. The customer will be responsible for using those tools to recover email for a public information request.
- d. Customer agrees that fulfillment of a Public Information Request will result in addition hourly costs at the current hourly rate.

IN WITNESS WHEREOF, the parties have executed this Inter-local Agreement.

APPROVED  
Yakima County Technology Services

APPROVED  
City of Grandview

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature  
Gloria Mendoza, Mayor

12/12/2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ORDINANCE NO. 2021-01**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
ADOPTING A NEW CHAPTER 10.70 OF THE GRANDVIEW MUNICIPAL  
CODE ENTITLED WHEELED ALL-TERRAIN VEHICLES**

**WHEREAS**, RCW 46.09.455 allows wheeled all-terrain vehicles to be operated on public roadways within the boundaries of a city or town by ordinance; and

**WHEREAS**, the City Council finds that it is in the best interest of the City and its citizens to allow licensed drivers who have attained the age of 18 to operate wheeled all-terrain vehicles on all City streets with speed limits of 35 miles per hour or less;

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

**Section 1.** A new Chapter 10.70 of the Grandview Municipal Code Chapter entitled "Wheeled All-Terrain Vehicles" is adopted to read as follows:

**Chapter 10.70  
WHEELED ALL-TERRAIN VEHICLES**

**Sections:**

- 10.70.010 Definitions.
- 10.70.020 Use of wheeled all-terrain vehicle on city streets.
- 10.70.030 Restrictions on use of wheeled all-terrain vehicle on city streets.
- 10.70.040 Equipment requirements of a wheeled all-terrain vehicle.
- 10.70.050 Registration requirements of a wheeled all-terrain vehicle.
- 10.70.060 Duty to obey traffic-control devices and rules of the road.
- 10.70.070 Prohibited uses.
- 10.70.080 Prohibited areas.
- 10.70.090 Violation—Penalty.
- 10.70.990 Severability.

**10.70.010 Definitions.**

When used in this chapter, the city defines the words and phrases listed below as follows:

"City" means the City of Grandview, its elected officials, its employees, and its agents.

"City street" means every way, lane, road, street, boulevard, and every way or place in the city open as a matter of right to public vehicular traffic inside the city limits.

"Motorcycle helmet" has the same meaning as provided in RCW 46.37.530.

"Rules of the road" means all the rules that apply to vehicle or pedestrian traffic as set forth in state statute, rule or regulation.

"Sidewalk" means that property between the curb lines or the lateral lines of a city street and the adjacent property, set aside and intended for the use of pedestrians or such portion of private property parallel and in proximity to a city street and dedicated to use by pedestrians.

"Wheeled all-terrain vehicle" means (a) any motorized nonhighway vehicle with handlebars that is fifty inches or less in width, has a seat height of at least twenty inches, weighs less than one thousand five hundred pounds, and has four tires having a diameter of thirty inches or less, or (b) a utility-type vehicle designed for and capable of travel over designated roads that travels on four or more low-pressure tires of twenty psi or less, has a maximum width less than seventy-four inches, has a maximum weight less than two thousand pounds, has a wheelbase of one hundred ten inches or less, and satisfies at least one of the following: (i) Has a minimum width of fifty inches; (ii) has a minimum weight of at least nine hundred pounds; or (iii) has a wheelbase of over sixty-one inches. A wheeled all-terrain vehicle is an off-road vehicle for the purposes of Chapter 4.24 RCW.

**10.70.020 Use of wheeled all-terrain vehicle on city streets.**

Subject to the restrictions and requirements set forth in this chapter, a person who has attained the age of eighteen years and who has a valid driver's license issued by the state of the person's residence may operate a wheeled all-terrain vehicle upon a city street having a speed limit of thirty-five miles per hour or less.

**10.70.030 Restrictions on use of wheeled all-terrain vehicle on city streets.**

A. A person who operates a wheeled all-terrain vehicle must wear a securely fastened motorcycle helmet while the vehicle is in motion. A utility type WATV vehicle operator may be exempt from helmet usage under the conditions listed in RCW 46.37.530.

B. A person may not operate a wheeled all-terrain vehicle upon a city street with a speed limit in excess of thirty-five miles per hour; however, a person may cross a city street with a speed limit in excess of thirty-five miles per hour at a controlled intersection if the crossing begins and ends on a city street with a speed limit of thirty-five miles per hour or less and occurs at an intersection of approximately ninety degrees;

C. A person may operate a wheeled all-terrain vehicle upon any city street while being used under the authority or direction of an appropriate agency that engages in emergency management, as defined in RCW 46.09.310, or search and rescue, as defined in RCW 38.52.010, or a law enforcement agency, as defined in RCW 16.52.011, within the scope of the agency's official duties; and

D. Wheeled all-terrain vehicles are subject to Chapter 46.55 RCW.

**10.70.040 Equipment requirements of a wheeled all-terrain vehicle.**

A wheeled all-terrain vehicle operated on a city street must comply with the following equipment requirements:

A. Headlights meeting the requirements of RCW 46.37.030 and 46.37.040 and used at all times when the vehicle is in motion;

B. One tail lamp meeting the requirements of RCW 46.37.525 and used at all times when the vehicle is in motion upon a city street; however, a utility-type vehicle, as described under RCW 46.09.310, must have two tail lamps meeting the requirements of RCW 46.37.070(1) and to be used at all times when the vehicle is in motion upon a city street;

C. A stop lamp meeting the requirements of RCW 46.37.200;

D. Reflectors meeting the requirements of RCW 46.37.060;

- E. During hours of darkness, as defined in RCW 46.04.200, turn signals meeting the requirements of RCW 46.37.200;
- F. Outside of hours of darkness, the operator must comply with RCW 46.37.200 or 46.61.310;
- G. A mirror attached to either the right or left handlebar, which must be located to give the operator a complete view of the city street for a distance of at least two hundred feet to the rear of the vehicle; however, a utility-type vehicle, as described under RCW 46.09.310(19), must have two mirrors meeting the requirements of RCW 46.37.400;
- H. A windshield meeting the requirements of RCW 46.37.430, unless the operator wears glasses, goggles, or a face shield while operating the vehicle, of a type conforming to rules adopted by the Washington state patrol;
- I. A horn or warning device meeting the requirements of RCW 46.37.380;
- J. Brakes in working order;
- K. A spark arrester and muffling device meeting the requirements of RCW 46.09.470; and
- L. For utility-type vehicles, as described under RCW 46.09.310(19), seatbelts meeting the requirements of RCW 46.37.510.
- M. Must have an individual seat for each occupant designed to seat a person.

**10.70.050 Registration requirements of a wheeled all-terrain vehicle.**

A wheeled all-terrain vehicle operated on a city street must comply with all the registration requirements of Chapter 46.09 RCW.

**10.70.060 Duty to obey traffic-control devices and rules of the road.**

Unless a police officer directs otherwise, a person operating a wheeled all-terrain vehicle must obey all rules of the road that apply to vehicle or pedestrian traffic and must obey the instructions of official traffic-control signals, signs and other control devices applicable to vehicles. A person operating a wheeled all-terrain vehicle upon a city street is subject to all of the duties that Chapter 46.61 RCW et seq. imposes on an operator of a vehicle, except as to those provisions thereof which by their nature can have no application.

**10.70.070 Prohibited uses.**

- A. No person may operate or ride a wheeled all-terrain vehicle in a negligent or unsafe manner but must operate it with reasonable regard for his or her own safety and for the safety of others.
- B. No person may occupy a wheeled all-terrain vehicle unless that person is seated in a seat designed to carry a person. No person may tow any devices or persons behind a wheeled all-terrain vehicle.
- C. No person may operate a wheeled all-terrain vehicle side-by-side (e.g., two vehicles alongside each other) in a single lane of traffic.

**10.70.080 Prohibited areas.**

- A. It is unlawful to operate a wheeled all-terrain vehicle on a sidewalk or other area where it is unlawful to operate a motor vehicle.
- B. It is unlawful to operate a wheeled all-terrain vehicle in a park, except on a park drive or in a designated parking lot.

C. It is unlawful to operate a wheeled all-terrain vehicle on any bicycle trail or walking path or in any bicycle lane.

**10.70.090 Violation-Penalty.**

A person who violates a provision of this chapter is guilty of a traffic infraction and will be punished by the imposition of a monetary penalty not to exceed two hundred fifty dollars, exclusive of statutory assessments; provided, that conduct that constitutes a criminal offense may be charged as such and is subject to the maximum penalties allowed for such offenses.

**10.70.990 Severability.**

If any section, subsection, sentence, clause, paragraph, phrase, or word of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, paragraph, phrase or word of this chapter.

**Section 2.** 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 February 9, 2021.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PUBLICATION: 2/10/2021**  
**EFFECTIVE: 2/15/2021**