GRANDVIEW CITY COUNCIL COMMITTEE-OF-THE-WHOLE MEETING AGENDA TUESDAY, OCTOBER 12, 2021



This meeting will be held in person and will also be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

COM	<u> </u>	-OF-THE-WHOLE MEETING - 6:00 PM	PAGE
1.	CALL	. TO ORDER	
2.	ROLL	. CALL	
3.	PUBL agend	LIC COMMENT – At this time, the public may address the Council on any topic whether on the a or not, except those scheduled for public hearing.	
4.	NEW	BUSINESS	
	A.	Ordinance amending 2021 Annual Budget	1-4
	В.	Ordinance accepting a gift and donation of an interest in real property for right-of-way without terms and conditions – Plaza Way	5-14
	C.	Resolution authorizing the Mayor to sign an Interlocal Agreement between Yakima County and the City of Grandview for Municipal Court Services	15-25
	D.	Defibtech Lifeline ARM Compression Device Purchase	26-29
	E.	American Rescue Plan Act Funding Request – Councilmember Ozuna	30-35
5.	OTHE	R BUSINESS	
6.	ADJO	URNMENT	

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, October 12, 2021 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

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

Join Zoom Meeting https://us06web.zoom.us/j/86801553197?pwd=UW9JMFpJU1h1ejNmNm1qOGkzM1l4dz09

To join via phone: +1 253 215 8782

Meeting ID: 868 0155 3197

Passcode: 555431

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

Ordinance amending the 2021 Annual Budget

AGENDA DATE: October 12, 2021

DEPARTMENT

City Treasurer

AGENDA NO.: New Business 4 (A)

AGENDA DATE: October 12, 2021

FUNDING CERTIFICATION (City Treasurer)

(If applicable)

DEPARTMENT DIRECTOR REVIEW

Matthew Cordray, City Treasurer

CITY ADMINISTRATOR

MAYOF

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

Staff monitoring and review of fund and department budgets has identified budget accounts to be amended. An ordinance will be prepared to provide for the amending of the 2021 Annual Budget to accommodate the changes in sources and uses.

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

By Fund the highlights of the budget changes are:

CURRENT EXPENSE FUND: Increase revenues for Zoning/Subdivision Fees and Plan Checking Fees. Increase appropriations in General Facilities Repairs & Maintenance for new HVAC system at City Hall and in Planning Professional Services for additional land use applications. Net effect is a decrease to estimated ending fund balance.

STREET FUND: Increase appropriations for new streetlights in the Grandridge Estates Development. Net effect is a decrease to estimated ending fund balance.

ACTION PROPOSED

Move an ordinance amending the 2021 Annual Budget to a regular Council meeting for consideration.

2021 Budget Amendment October 10/6/2021 10:07 to Sue 10/XX/2021 - mc Ordinance No. 2021-X

2021 Budget Amendment - October

Treasurer's notes		Additional Land Use Applications Additional Land Use Applications		New HVAC system at City Hall Additional Land Use Applications					Streetlights for Grandridge Estates Development	
New Estimate	1,350,130	7,357,390	8,707,520	7,024,240	1,683,280 8,707,520	375,950	992,600	1,368,550	1,194,440	1,368,550
Amendment		17,000	35,000	13,000	(8,000) 35,000			,	6,500	(6,500)
Original Estimate	1,350,130	7,322,390	8,672,520	6,981,240	1,691,280 8,672,520	375,950	992,600	1,368,550	1,187,940	180,610 1,368,550
Description Fund/Account	Current Expense Fund Beginning Fund Balance	Zoning & Subdivision Fees Plan Checking Fees Revenues/Sources	Current Exp. Fund Total	Repairs & Maintenance Professional Services Expenditures/Uses	Ending Fund Balance Current Exp. Fund Total	Street Fund Beginning Fund Balance	Revenues/Sources	Street Fund Total	Grandridge Estates Streetlights Expenditures/Uses	Ending Fund Balance Street Fund Total
 1	Account 001 000 000 308 80 00 00	001 000 000 345 81 00 00 001 000 000 345 83 00 00	•	001 025 000 518 30 48 00 001 060 000 558 60 41 00	001 099 000 508 80 00 00	110 000 000 308 80 00 00	_	1	110 000 030 595 63 63 25	110 000 099 508 80 00 00

ORDINANCE NO. 2021-____

AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON, AMENDING THE 2021 ANNUAL BUDGET

WHEREAS, the original 2021 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 2021 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	e CITY COUNCIL	and APPROVED	by the MAYOR	at its	regular
meeting on October _			•		J

Theeting on October, 2021.		
	MAYOR	
	ATTEST:	
	CITY CLERK	
APPROVED AS TO FORM:		
CITY ATTORNEY		
PUBLICATION: EFFECTIVE:		

Exhibit A

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
Current Expense Fund					
Original 2021 Budget	1,350,130	7,322,390	6,981,240	1,691,280	8,672,520
Amendment Amount		35,000	43,000	(8,000)	35,000
Amended Total	1,350,130	7,357,390		1,683,280	8,707,520
Street Fund					
Original 2021 Budget	375,950	992,600	1,187,940	180,610	1,368,550
Amendment Amount			6,500	(6,500)	•
Amended Total	375,950	992,600	1,194,440	174,110	1,368,550

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

Ordinance accepting a gift and donation of an interest in real property for right-of-way without terms and conditions – Plaza Way

DEPARTMENT
Public Works

DEPARTMENT FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR

MAYOR

MAYOR

Light Agenda No.: New Business 4 (B)

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

On May 11, 2021, Council approved Resolution No. 2021-20 accepting the public infrastructure improvements and street right-of-way of the Plaza Way commercial development.

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

In order to formalize the right-of-way dedication of Plaza Way, Wes Hallett dba Landstar NW, LLC., has signed a Right-of-Way Dedication Deed for recording along with the proposed ordinance accepting a gift and donation of an interest in real property for right-of-way without terms and conditions for Plaza Way.

ACTION PROPOSED

Move an ordinance accepting a gift and donation of an interest in real property for right-of-way without terms and conditions — Plaza Way to a regular Council meeting for consideration.

ORDINANCE NO. 2021-__

AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON, ACCEPTING A GIFT AND DONATION OF AN INTEREST IN REAL PROPERTY FOR RIGHT-OF-WAY WITHOUT TERMS OR CONDITIONS – PLAZA WAY

WHEREAS, Landstar NW, LLC, donor and title owner of certain real property located in the City of Grandview, has offered to donate, gift, and convey a right-of-way dedication of a portion of its real property in the City of Grandview without any terms or conditions; and

WHEREAS, the donor agrees to grant and convey a deed dedicating a portion of its real property to the City of Grandview to be used for all lawful right-of-way purposes, surface and subsurface, including but not limited to right-of-way uses as well as sidewalks, plantings, right-of-way beautification improvements where deemed appropriate by the City of Grandview, including but not limited to installation, operation, and maintenance of utilities, storm water, and such other uses that municipalities may make of rights-of-way from time to time, now or in the future, for the use and benefit of the public, over, under, upon, and across said right-of-way dedication; and

WHEREAS, the real property of Landstar NW, LLC, is situated in the City of Grandview, Yakima County, State of Washington, and the donor's right-of-way dedication is legally described as follows:

That portion of Lot 4 of that Short Plat recorded in Book 95 of Short Plats, Page 63, records of Yakima County, Washington described as follows:

Commencing at the Southwest corner of said Lot 4:

Thence South 89°57'00" East along the Southerly line thereof 116.00 feet to a point on the Southerly line of said Lot 4, said point being on a curve concave to the Northeast, the center of said curve bearing North 72°12'31" 125.00 feet, said point being the Point of Beginning;

Thence Southeasterly along said curve consuming a central angle 24°01'44" an arc length of 52.42 feet;

Thence South 41°49'12" East 70.66 feet to the point of curvature of a curve concave to the Northeast and having a radius of 125.00 feet;

Thence Southeasterly along said curve consuming a central angle of 48°07'48" an arc length of 105.00 feet;

Thence South 89°57'00" East 155.38 feet to the point of curvature of a curve concave to the Southwest and having a radius of 20.00 feet;

Thence Southeasterly along said curve consuming a central angle of 89°59'59" an arc length of 31.42 feet to the Easterly line of said Lot 4;

Thence North 0°03'00" East along said East line 110.00 feet to a point on a curve concave to the Northwest, the center of said curve bearing North 90°00'00" West;

Thence Southwesterly along said curve consuming a central angle of 90°00'00" an arc length of 31.42 feet;

Thence North 89°57'00" West 173.30 feet to the point of curvature of a curve concave to the Northeast and having a radius of 75.00 feet;

Thence Northwesterly along said curve consuming a central angle of 48°07'48" an arc length of 63.00 feet;

Thence North 41°49'12" West 43.80 feet to the point of curvature of a curve concave to the Northeast and having a radius of 75.00 feet;

Thence Northwesterly along said curve consuming a central angle of 41°52'12" an arc length of 54.81 feet;

Thence North 0°03'00" East 215.00 feet;

Thence North 89°57'00" West 50.00 feet;

Thence South 0°03'00" West 215.00 feet to the point of curvature of a curve concave to the Northeast and having a radius of 125.00 feet;

Thence Southeasterly along said curve consuming a central angle of 17°50'29" an arc length of 38.92 feet to the Point of Beginning;

Situate in Yakima County, State of Washington.

WHEREAS, the Grandview City Council finds this gift and donation of an interest in real property owned by Landstar NW, LLC, for all lawful right-of-way purposes is in the public interest and serves the public welfare;

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

Section 1. Acceptance of Donation. The Grandview City Council, pursuant to RCW 35.21.100, hereby accepts the gift and donation of an interest in real property from Landstar NW, LLC, for a public right-of-way, as hereinabove legally described.

Section 2. <u>Terms and Conditions.</u> The gift and donation is without terms or conditions attached to it, and the City of Grandview may expend or use said gift and donation for any municipal purpose as stated in RCW 35.21.100.

Section 3. Conveyance. The donor, Landstar NW, LLC, shall convey said gift and donation of an interest in real property for a public right-of-way to the City of Grandview by a quitclaim right-of-way dedication deed without any statutory warranties. Said gift and donation shall not be deemed complete until the deed is recorded with the Yakima County Auditor.

Section 4. <u>Authorization.</u> The Mayor is authorized and directed to execute on behalf of the City of Grandview all necessary documents consistent with acceptance of the donation of the interest in real property for a public right-of-way easement described herein, and to make any minor modifications as may be required and are consistent with the intent of the donation, or to correct any scrivener's errors.

	ne effective date of this Ordinance shall be in full s passage and publication as required by law.
PASSED by the CITY COUNCE meeting on, 2021.	CIL and approved by the MAYOR at its regular
	MAYOR
	ATTEST:
	CITY CLERK
APPROVED AS TO FORM:	
CITY ATTORNEY	
PUBLICATION: EFFECTIVE:	

When recorded, return to:

City of Grandview 207 West Second Street Grandview, WA 98930

RIGHT-OF-WAY DEDICATION DEED

Reference nos. of docts.

assigned or released:

n/a

Grantors:

Landstar NW, LLC, a Washington limited liability company

Grantee:

City of Grandview, a Washington municipal corporation

Legal description:

SP 95-63: LOT 4

(Additional legal on Exhibit A)

Assessor's Parcel No.:

230915-44404

The Grantor, Landstar NW, LLC, a Washington limited liability company, in consideration of mutual benefit, and other good and valuable consideration, hereby grants and dedicates to Grantee, City of Grandview, a municipal corporation of the State of Washington, its successors, assigns, principals, and agents, for all lawful right of way purposes, surface and subsurface, that real property within which it is described in Exhibit A, and shown on a map in Exhibit B. The real property area dedicated is situated in Yakima County, Washington.

Grantee shall have the right to regulate and use the area dedicated as and for right of way and for utility purposes. Such use shall include, but not be limited to the following: (1) the right of ingress and egress through and along said area; (2) the right to locate, design, construct, install, inspect, protect, maintain, repair, modify, and otherwise change utilities, rights of way, and any other appurtenances or related elements, including, but not limited to, signs, curbs, gutters, conduits, cables, wires, splicing boxes, power sources, and facilities, including but not limited to those for storm water, wastewater, water, electricity, gas, oil, telecommunications, communication transmission and reception, together with fencing and gates when the same are deemed by the Grantee to be necessary to protect facilities, prevent intrusion, and otherwise protect the public from loss or harm; and (3) the right to engage in any other activity that is reasonably related to the construction, operation, and maintenance of public utilities and rights of way that are located in the dedicated area. In addition, Grantee shall have

the right to clear, remove, and dispose of any material, obstructions, timber, and vegetation within the dedication area.

Subject to the terms hereof, Grantee shall have all other rights and benefits that are reasonably necessary or useful for Grantee's full and complete use of the area dedicated. Grantor shall not authorize or otherwise permit any person or entity to interfere with Grantee's use of the dedicated area.

Grantor warrants that they are seized of the real property interests that are granted in this instrument. Grantor warrants that they have the right to grant, and dedicate to the City for public use, the real property interests that are granted in this instrument. Grantor warrants that the real property interests that are granted in this instrument are not encumbered. Except where legally justified, Grantor warrants that Grantee will not be disturbed in Grantee's regulation and use of the real property interests that are granted in this instrument due to a person or entity having superior title.

Also, the undersigned hereby request the Assessor and Treasurer of Yakima County to set-over to the remainder of the herein described Exhibit "A" the lien of all unpaid taxes, if any, affecting the property hereby conveyed, as provided by RCW 84.60.070.

CITY OF GRANDVIEW	LANDSTAR NW, LLC
Mayor Gloria Mendoza	By: Wall S Hotels Its: Chief operation Officers
Attest:	Date: 10-6-201(
City Clerk	
Approved as to form:	
Other Aut	
City Attorney	
Date:	

STATE OF WASHINGTON)
County of Washington) ss
On this day of October 20_21, before me personally appeared and week to me known to be the executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that are authorized to execute said instrument.
Dominimon Marcy Herria

STATE OF WASHINGTON STATE

EXHIBIT "A"

Landstar NW Right-of-way Dedication – Yakima County Parcel No. 230915-44404 HLA Project 21186

LEGAL DESCRIPTION

That portion of Lot 4 of that Short Plat recorded in Book 95 of Short Plats, Page 63, records of Yakima County, Washington described as follows:

Commencing at the Southwest corner of said Lot 4;

Thence South 89°57'00" East along the Southerly line thereof 116.00 feet to a point on the Southerly line of said Lot 4, said point being on a curve concave to the Northeast, the center of said curve bearing North 72°12'31" 125.00 feet, said point being the Point of Beginning; Thence Southeasterly along said curve consuming a central angle 24°01'44" an arc length of 52.42 feet:

Thence South 41°49'12" East 70.66 feet to the point of curvature of a curve concave to the Northeast and having a radius of 125.00 feet;

Thence Southeasterly along said curve consuming a central angle of 48°07'48" an arc length of 105.00 feet;

Thence South 89°57'00" East 155.38 feet to the point of curvature of a curve concave to the Southwest and having a radius of 20.00 feet;

Thence Southeasterly along said curve consuming a central angle of 89°59'59" an arc length of 31.42 feet to the Easterly line of said Lot 4;

Thence North 0°03'00" East along said East line 110.00 feet to a point on a curve concave to the Northwest, the center of said curve bearing North 90°00'00" West;

Thence Southwesterly along said curve consuming a central angle of 90°00'00" an arc length of 31.42 feet:

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Thence North 41°49'12" West 43.80 feet to the point of curvature of a curve concave to the Northeast and having a radius of 75.00 feet;

Thence Northwesterly along said curve consuming a central angle of 41°52'12" an arc length of 54.81 feet:

Thence North 0°03'00" East 215.00 feet:

Thence North 89°57'00" West 50.00 feet:

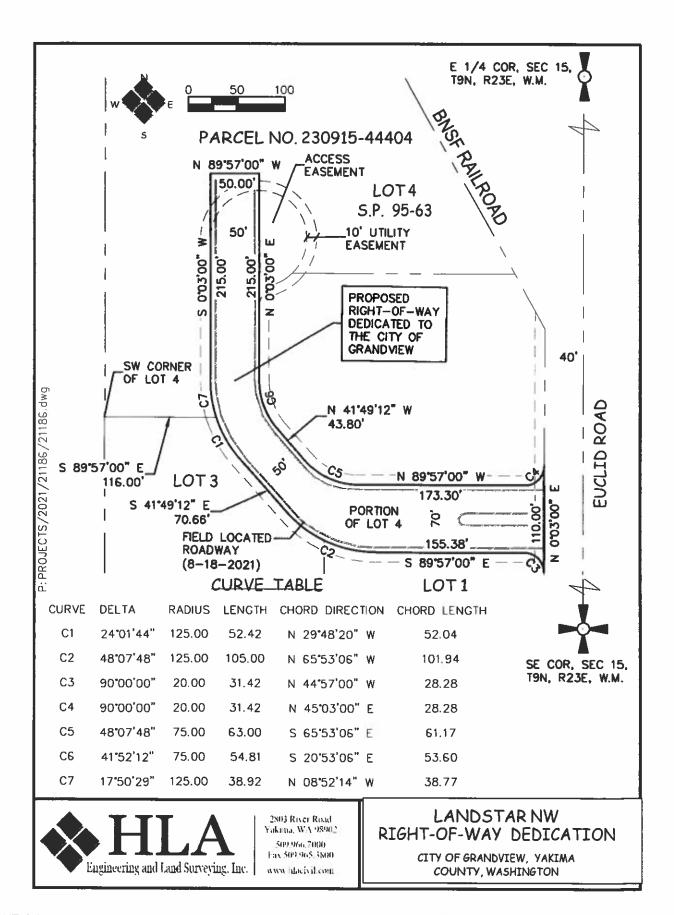
Thence South 0°03'00" West 215.00 feet to the point of curvature of a curve concave to the Northeast and having a radius of 125.00 feet;

Thence Southeasterly along said curve consuming a central angle of 17°50'29" an arc length of 38.92 feet to the Point of Beginning;

Situate in Yakima County, State of Washington,

RIGHT-OF-WAY
DEDICATION DEED - Page 4 of 6

EXHIBIT "B"



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

Resolution authorizing the Mayor to sign an Interlocal Agreement between Yakima County and the City of Grandview for Municipal Court Services

DEPARTMENT
Municipal Court

Municipal Court

Municipal Court

Municipal Court

AGENDA DATE: October 12, 2021

FUNDING CERTIFICATION (City Treasurer) (If applicable)

CITY ADMINISTRATOR

MAYOR

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

The City and Yakima County entered into a 10-year contract for Grandview Municipal Court Services on February 1, 2007. The contract expired on December 31, 2016 and was renewed for another 5-years to December 31, 2021.

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

Yakima County has presented a new contract for Grandview Municipal Court Services effective January 1, 2022 through December 31, 2025.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign an Interlocal Agreement between Yakima County and the City of Grandview for Municipal Court Services to a regular Council meeting for consideration.

Anita Palacios

From:

Anita Palacios

Sent:

Friday, September 24, 2021 11:08 AM

To: Cc:

Therese Murphy Alfred Schweppe

Subject:

RE: Grandview - Court Services

Attachments:

Minutes Excerpt - 11-24-20 - Municipal Court Judge Appointments.pdf

I'll present the contract renewal to Council at their meeting on October 12, 2021. I've also attached the November 24, 2020 minutes excerpt for the Municipal Court Judge Appointments.

Anita G. Palacios, MMC City Clerk/Human Resources City of Grandview 207 West Second Street Grandview, WA 98930 PH: (509) 882-9208 or 882-9200

Fax: (509) 882-3099 anitap@grandview.wa.us www.grandview.wa.us

From: Therese Murphy <therese.murphy@co.yakima.wa.us>

Sent: Friday, September 24, 2021 10:50 AM To: Anita Palacios <anitap@grandview.wa.us> Cc: Alfred Schweppe <alfreds@co.yakima.wa.us>

Subject: Grandview - Court Services

CAUTION: External Email

Good Morning Anita:

The contract with the City of Grandview for court services is up this year. The contract contemplates a renewal date of January 1, 2022 through December 31, 2025. I reviewed the judicial appointments and it looks like they expired on January 13, 2021 and in November of 2020 you were going to get the Judges re-appointed. I don't think I followed up to get a copy of the minutes from the council meeting or the resolution. Can you send that to me? Please let me know if you have any questions.

Thanks,

Therese Murphy **District Court Administrator** 128 N. 2nd Street Room 225 Yakima, Wa. 98901 509-574-1874

GRANDVIEW CITY COUNCIL REGULAR MEETING MINUTES EXCEPT NOVEMBER 24, 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 20-28.12 continued the prohibition on "in-person" meetings. This meeting was available via teleconference.

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

Absent: Councilmember Javier Rodriguez

On motion by Councilmember Moore, second by Councilmember Souders, Council excused Councilmember Javier Rodriguez from the meeting.

Roll Call Vote:

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

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

6. ACTIVE AGENDA

B. Grandview Municipal Court Judge Appointments: Judge Donald Engel, Judge Kevin Roy, Judge Brian Sanderson, Judge Alfred Schweppe and Commissioner Kevin Eilmes as Grandview Municipal Court Judges effective January 13, 2021 through January 13, 2025

This item was previously discussed at the November 10, 2020 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Souders, Council approved the appointments of Judge Donald Engel, Judge Kevin Roy, Judge Brian Sanderson, Judge Alfred Schweppe and Commissioner Kevin Eilmes as Grandview Municipal Court Judges in compliance with RCW 3.50.040 effective January 13, 2021 through January 13, 2025.

Roll Call Vote:

- Councilmember Diaz Yes
- Councilmember Everett Yes

Regular Meeting Minutes November 24, 2020 Page 2

- Councilmember Jennings Yes
- Councilmember Moore Yes
- Councilmember Ozuna Yes
- Councilmember Souders Yes

RESOLUTION NO. 2021-____

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY AND THE CITY OF GRANDVIEW FOR MUNICIPAL COURT SERVICES

WHEREAS, the Grandview City Council decided to contract out the Grandview Municipal Court Services to the Yakima County District Court as of February 1, 2007; and

WHEREAS, the current Interlocal Agreement will expire on December 31, 2021; and

WHEREAS, the City of Grandview wishes to continue said Interlocal Agreement with a renewal date of January 1, 2022 to December 31, 2025,

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 an Interlocal Agreement between Yakima County and the City of Grandview for Municipal Court Services in the form as is attached hereto and incorporated herein by reference.

	JNCIL and APPROVED by the MAYOR at its regular 021.
	MAYOR
	ATTEST:
	CITY CLERK
APPROVED AS TO FORM:	
CITY ATTORNEY	<u> </u>

INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY AND THE CITY OF GRANDVIEW FOR MUNICIPAL COURT SERVICES

THE INTERLOCAL AGREEMENT (the "Agreement"), made and entered into the 31st day of December 2021, by and between the City of Grandview, a municipal corporation of the State of Washington and Yakima County, a Washington County organized under the laws of the State of Washington, collectively Grandview and Yakima County are referred to as the "Parties."

WHEREAS, Grandview is an optional code City and is authorized under Washington Law (Ch. 3.50 RCW) to operate a Municipal Court, and

WHEREAS, RCW 39.34.180 provides that cities are responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and that the City must carry out these responsibilities through the use of their own court, staff, and facilities or by entering into contracts or interlocal agreements under this chapter to provide these services, and

WHEREAS, RCW 3.50.815, provides that cities may meet their responsibilities imposed pursuant to RCW 39.34.180 through an interlocal agreement with a hosting jurisdiction providing court services, and

WHEREAS, RCW 3.50.020, provides that a hosting jurisdiction shall have exclusive original criminal and other jurisdiction for all matters filed by a contracting city under the contracting city's ordinances, and

WHEREAS, Grandview desires to contract with Yakima County to provide extraterritorial municipal court services and facilities for such services, and

WHEREAS, the Parties desire to enter into this Agreement providing municipal court services and facilities by Yakima County as the hosting jurisdiction to Grandview as the contracting city, and

WHEREAS, the Parties have considered the anticipated costs of services and anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding and state authorized sales tax funding levied for criminal justice purposes;

NOW, THEREFORE, in consideration of the terms and provisions hereof, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, it is mutually agreed by and between Yakima County and Grandview as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide for the processing of Grandview criminal complaints and citations and civil and traffic infractions under the exclusive original jurisdiction of the Yakima County District Court, to set the cost for court services to be paid by Grandview and to enumerate the court services to be provided by Yakima County as the hosting jurisdiction. It is the intent of the Parties that Yakima County act as the hosting jurisdiction to Grandview as the contracting city in order that Grandview may comply with its obligations pursuant to RCW 39.34.180 to adjudicate

and prosecute criminal offenses and civil and traffic infractions arising from violations of the Grandview Municipal Code within the jurisdictional boundaries of the city of Grandview. It is further the intent of the Parties that, for the term of this Agreement, Yakima County District Court shall have exclusive original jurisdiction over all criminal offenses and traffic infractions arising from violations of the Grandview Municipal Code as provided for pursuant to RCW 3.50.020. In entering into this Interlocal Agreement for municipal court services, the Parties have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding and state sales tax funding.

- 2. ASSUMPTION OF JURISDICTION. The Parties understand that pursuant to RCW 3.50.815 a city may, in lieu of establishing a municipal court pursuant to Chapter 3.50 RCW, enter into an interlocal municipal court services agreement with a county that has a District Court. The Parties further understand that the hosting jurisdiction will be conferred exclusive jurisdiction over all criminal offenses and traffic infractions arising from violations of Grandview municipal ordinances and that Yakima County, as the hosting jurisdiction, will operate as the Grandview Municipal Court during the term of this Agreement. The City of Grandview shall by ordinance designate Yakima County District Court as having assumed exclusive original jurisdiction over violations of the Grandview Municipal Code pursuant to this Agreement effective upon the Commencement Date. A case filed in Grandview Municipal Court shall continue to be a Grandview Municipal Court, notwithstanding its filing in the Yakima County District Court.
- **3. COMMENCEMENT DATE.** This Agreement shall commence on January 1, 2022 and be in effect from January 1, 2022 through midnight on December 31, 2025.
- 4. MUNICIPAL COURT SERVICES. Commencing on the Commencement Date, Yakima County shall provide timely and efficient court services in the Grandview Municipal Court for all municipal cases.
- a. <u>Municipal Court Services</u>. The following court services shall be provided by Yakima County under this Agreement:
- 1. Court Rules. All court proceedings undertaken pursuant to this Agreement shall be conducted in conformity with the Rules of General Application, the Criminal Rules for Courts of Limited Jurisdiction, and the Infraction Rules for Courts of Limited Jurisdiction and the local rules of the Yakima County District Court.
- 2. Court Staff. Yakima County shall provide court staff necessary to timely and efficiently process all criminal and infraction cases filed by Grandview. Yakima County shall provide a level of service the same as that provided for Yakima County cases and that which is necessary for the efficient processing of all municipal cases.
- 3. Supplies and Forms. Yakima County shall provide all court forms and paperwork necessary for the processing of Grandview Municipal Court cases.
- 4. Language Interpretation. Yakima County shall provide and pay for all language interpretation services for Grandview Municipal Court defendants.

- 5. Jury. Yakima County shall provide and pay for jury administration services for Grandview Municipal Court.
- 6. Collection for Nonpayment. Yakima County will, through the same collection process used for Yakima County District Court cases, collect all fines and fees for Grandview Municipal Court cases.
- 7. Property. The cost of all real and personal property used in the performance of the County's duties under the terms of this Agreement shall be the sole responsibility of the County.
- 8. Court Scheduling. The scheduling of court proceedings for Grandview Municipal Court is controlled by Yakima County District Court and the Presiding Judge. However, Yakima County agrees to schedule the City of Grandview criminal and contested matters separate from similar matters instituted by the State of Washington.
- 9. Judicial Accessibility After Work Hours. The Yakima County District Court shall supply the Grandview Police Department with telephone numbers of the Judges in order to facilitate non-business hour contact for probable cause determinations, issuance of telephonic no contact orders and applications for telephonic search warrants.
- 10. File Management and Retention: Yakima County District Court shall manage and retain court case files for Grandview Municipal Court for all cases filed after District Court began operating Grandview Municipal Court. Files shall be managed and retained in accordance with procedures established by the Judicial Information System, Washington State Archives and District Court policies.

b. <u>City of Grandview Responsibilities:</u>

- 1. Prosecution. Grandview shall be responsible for providing and paying for all prosecution services for all cases filed on its behalf.
- 2. Public Defender. Grandview shall be responsible for providing and paying for all public defense services, including appointment of attorneys for appellate purposes if applicable and expert witness costs, for all cases filed in Grandview Municipal Court.
- 3. Expenses related to Competency Evaluations. Grandview shall be responsible for all costs related to competency evaluations. This includes but is not limited to, costs of experts to perform examinations.
- 4. Municipal Court Judges and Presiding Judge. Grandview shall, by enacting a resolution, appoint the Judges and Commissioner of the Yakima County District Court as Municipal Court Judges who will preside over Grandview Municipal Court cases. Moreover, Grandview shall name the Presiding Judge of the Yakima County District Court as the Presiding Judge of the Grandview Municipal Court pursuant to RCW 3.50.040. Costs contemplated by RCW 3.50.040 is included in the costs provided for in this Agreement.

5. Jail Transport. Grandview shall be responsible for providing and paying for costs related to the transport, including security of inmates during transport and while in attendance at court, of defendants to Grandview Municipal Court. Grandview is responsible for all jail costs, including medical, for all persons who are in custody as a result of a case that is filed in Grandview Municipal Court.

5. COSTS AND REVENUE.

a. No later than September 1, Yakima County District Court shall provide a proposed budget including the cost for the operation of Grandview Municipal Court. The City shall pay to the County a sum equal to the percentage of said budget calculated based upon a 4-year running average of the total District Court cases divided by the average number of City of Grandview cases. As an example, if the 4-year average of the District Court cases including the cases filed by the City is 10,000 and the City's portion of the 4-year average is 1,000, then the City shall pay to the County for the following year a sum equal to 10% of the total District Court budget. For the year 2022, the City shall pay to the County the sum of \$194,033 for the operation of the Grandview Municipal Court. The calculation is as follows:

Year		Yakima District Filings	GV Municipal Filings
2018		28,388	1,237
2019	27,193	1,656	
2020		18,993	1,076
2021		18,362	798
Totals		92,936	4,767
Total District Court Filings	92,936		
Total Grandview Muni Filings	4,767		
Total Combined Filings	97,703		
Grandview Muni Percentage	5.13%		
2022 DC Budget	\$2,924,587		
2022 3/10ths DC Budget	\$858,217		
Total Budget	\$3,782,804		
Grandview Muni Cost for 2022	\$194,033		

- b. Grandview shall pay the sum calculated in accordance with paragraph "a" above in 12 equal monthly installments payable by the 10th day of the month beginning January 2022.
- c. In the event the Parties cannot agree on the amount of the District Court budget, or the ratio of the Grandview cases to the District Court total, then the Parties agree to arbitration pursuant to Chapter 7.04 RCW.
- d. All fines and costs shall be collected and accounted for by Yakima County District Court staff in accordance with Chapter 3.62 of the RCW and any other applicable laws and paid to the City along with an accounting thereof monthly.

6. MODIFICATION AND TERMINATION.

- a. The Parties may modify this Agreement by mutual consent at any time. However, any modification to this Agreement shall not be effective unless it is in writing and signed by the appropriate parties with binding authority.
- b. Either Party may terminate this Agreement as described in this paragraph. In the event Grandview wishes to terminate this Agreement they may do so in writing to the Presiding Judge of Yakima County District Court no less than one year prior to the expiration of this Agreement. In the event District Court wishes to terminate this Agreement they may do so in writing to Grandview no less than one year prior to the expiration of this Agreement. In the event the Parties cannot agree upon issues related to modification or renewal of this Agreement, the Parties shall submit any such issue(s) to arbitration under RCW 7.04.
- c. In the event of termination of this Agreement any and all funds owed to Yakima County at said termination date shall be paid by Grandview and all fines and costs collected by Yakima County shall be paid to Grandview.
- d. In the event of the termination of this Agreement all cases filed in Grandview Municipal Court shall be returned to Grandview.

7. APPLICABLE LAW, JURISDICTION AND VENUE, INDEMNIFICATION.

- a. This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.
- b. Any dispute or proceeding arising out of this Agreement which is not subject to arbitration hereunder shall be submitted to the Superior Court of the State of Washington for Benton County.
- c. Any dispute or proceeding arising out of arbitration hereunder which may be submitted to a court of competent jurisdiction for determination shall be submitted to the Superior Court of the State of Washington for Benton County.
- d. Each party shall indemnify and hold harmless the other, its officers, agents, judges elected officials, appointed officials and employees from all liability, loss of damage, including costs of defense

they may suffer as a result of claims, demands, actions, damages, costs of judgments which result from each party's own intentional or negligent acts relating to services provided pursuant to this Agreement.

Yakima County Deputy Prosecuting

City Clerk

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

Defibtech Lifeline ARM Compression Device
Purchase

AGENDA NO.: New Business 4 (D)

AGENDA DATE: October 12, 2021

Fire Department

FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Pat Mason, Fire Chie

CITY ADMINISTRATOR

MAYOR

Stava Mendas

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

This is a new item for the Council. Grandview FD has been communicating for approximately 2–3 months with other fire departments in the lower Yakima Valley concerning a possible group purchase of automated machines that are capable of doing compressions on a patient in need of CPR. The group has reviewed and decided on the particular machine they believe would be the best option. That machine is the Defibtech Lifeline ARM Compression Device. This particular device is dependable, works well in our environment and is the least expensive to operate on a per call basis. In addition, several of our personnel are on more than one department, so if all of us have the same machine that is more efficient and cuts down on training needs. With the changes in how we provide care for CPR type calls and the recent COVID-19 exposure concerns, this type of equipment has become very necessary in our day-to-day operations. (See attached memo)

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

It was originally the intent of the local fire chiefs to make a decision on what machine would be best to purchase and then present the information as appropriate to the different councils to seek approval to purchase the equipment. We would then make a group purchase to the extent possible to try and save money on the cost. Yakima County Fire District #5 has had a change to this year's budget and so they are looking at purchasing 17 of the units out of this year's budget. In addition, at least 3 other departments have decided to partner with them so that their total purchase will exceed 22 units. This large of a purchase will save approximately \$1,731 per unit over the individual unit cost. I am requesting to purchase 4 units (see attached memo). Joining with District #5 for this purchase now will save us approximately \$6,924. I believe this purchase would qualify as a purchase that meets the criteria of the American Rescue Plan Act. That would mean the funding for this purchase would not have to come out of our regular budget.

ACTION PROPOSED

I am requesting that the Council approve this expenditure and move it to the regular Council meeting tonight for approval so we can join this joint purchase opportunity.

GRANDVIEW FIRE DEPARTMENT MEMORANDUM

TO: Cus Arteaga, City Administrator

FROM: Pat Mason, Fire Chief

DATE: September 28, 2021

SUBJECT: Defibtech Lifeline ARM Compression Device Purchase

There have been several changes in how the fire service responds to "Cardiac Arrest" calls in the last 2 to 3 years. These changes have been put in place predominately by the American Heart Association, based off data that shows what is working to increase the odds of survival, and our Medical Program Director, who gives us the authority to provide medical care out in the field as well as the Policies on how we will provide that care. Some of these changes include such things as:

- It has been identified that starting good quality compressions on a Patient as soon as
 possible and keeping them going non-stop is the single most important factor in Patient
 survivability.
- The need to do high quality chest compressions on a Patient for up to 45 minutes at the scene.
- To be able to provide chest compressions without stopping for more than 10 to 15 seconds at a time.
- The need to have enough people on scene to be able to rotate the person doing compressions every 2 minutes or be able to provide those compressions with a mechanical device.
- Just these factors alone dictate that we should have 8 to 10 qualified personnel on scene to run this type of call if we are utilizing personnel to do compressions. We often times start out with only 1 or 2 people for the first few minutes.

In addition to having to deal with these new labor-intensive ways of providing care to a Patient in Cardiac Arrest, we're also having to deal with new problems such as limiting COVID-19 exposures and decreased numbers of qualified personnel responding on calls.

- One of the best ways we have to limit the possible exposure of our personnel to COVID-19 is to limit the number of personnel that have close contact with the Patient during a call. Manually performing CPR on a Patient based on modern medical practices puts multiple personnel in close contact with the Patient.
- Our department, like all departments, has seen a decline in the number of personnel that respond on any given call. In years past we would average 6 to 8 qualified personnel and 1 or 2 new personnel that would respond on a typical CPR call. In today's environment we see 1 or 2 qualified personnel and 1 or 2 new personnel for an average of 4 personnel that respond to a medical call.

The local fire chiefs in conjunction with the Medical Program Director have been looking at the possibility of using a mechanical device to do chest compressions on a Patient. We're looking at

1

the ability to provide the best possible Patient care while at the same time working with limited personnel and limiting COVID-19 exposure as much as possible. We have arrived at the decision that the Defibtech Lifeline ARM Compression Device is the unit that best meets our needs. A couple of the machines were purchased by Sunnyside Fire Department and they have had good success with them. It was decided among the local fire chief's that if anyone bought additional machines, they would purchase the same unit so all of our personnel would be able to use whatever device might be available at the time without confusion. I have personally been involved on a call in Grandview where a Patient's life was saved using one of these devices.

When these devices first came out on the market, they sold for approximately \$12,000 per unit. They have since come down some in price, but it is still more cost effective to purchase them in larger numbers. Several local departments are in the process of putting together a group order to purchase over 20 units. This group purchase gets the price down to \$7,900 plus tax per unit. That is a \$1,600 per unit (plus additional tax) savings over the current per unit price.

I would like to include 4 units in this group purchase for the Grandview Fire Department. That would be a cost of \$31,600 plus tax. Making this purchase with these other departments will save us approximately \$6,920. This would allow us to put 1 unit in each of our command vehicles as well as Rescue 14. Often times one of our command units is the first vehicle to show up and it can be several minutes before Rescue 14 shows up. In addition, we are seeing more and more instances where we are being dispatched to a 2nd call while units are still handling the 1st call. These are 2 reasons why we need multiple units available on different vehicles. This is a purchase that will allow us the ability to do Patient care better and has the potential to help save Patient's lives.

These 4 units are intended to provide better Patient care while also limiting our exposure due to COVID-19. For those reasons I believe this purchase would qualify as a purchase that meets the criteria of the American Rescue Plan Act. That would mean the funding would not have to come out of our regular budget.

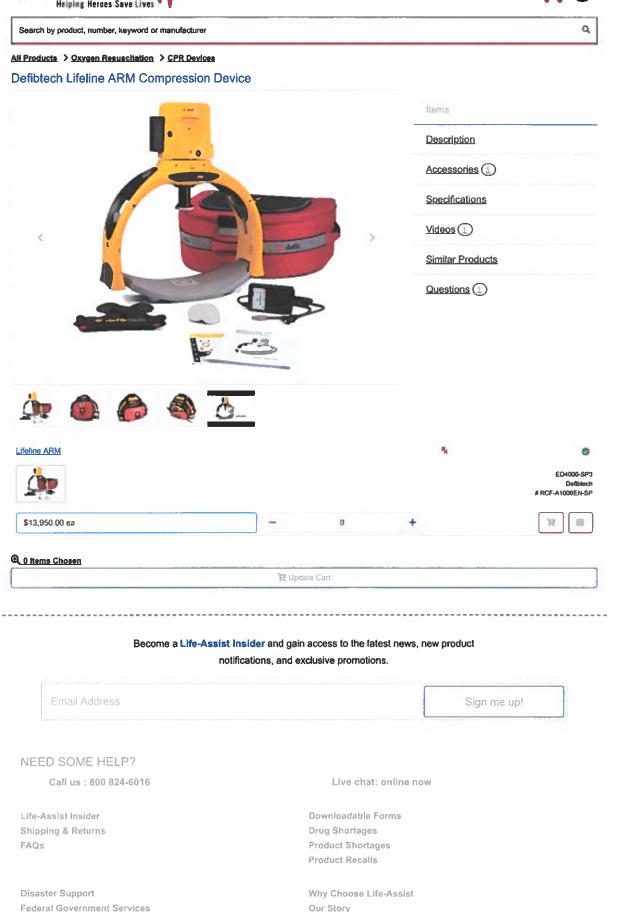
This is a time sensitive matter as these departments are ready to move forward on this purchase. They are holding off for a little bit to see if any other departments are wanting to join in.

Please let me know if I can move forward with this purchase.

I have attached a picture of the unit discussed. If you have any questions or need further information please let me know.







Testimonials Meet Our Team

What needs to be done/ Steps

- Conduct needs assessment of City needs
- 2. Finish economic development plan
- 3. Identify city and businesses' needs
- 4. Research funding opportunities
- 5. Meet with federal/ state agencies
- 6. Prepare grant application framework
- 7. Apply for selected funding

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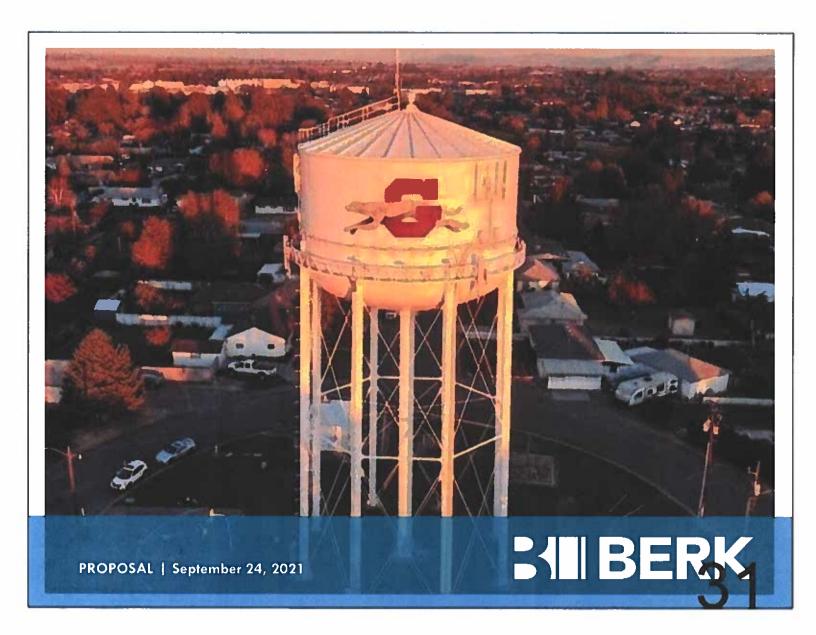
How can we get this done?

- . Hire a consultant or firm that can
 - · conduct a needs assessment
 - · search for funding opportunities
 - prepare grant applications
- Set aside approximately \$50k this year
 - 3-4 applications and a needs assessment
- Budget next year another \$50k for this activity
- The Return On Investment would pay for itself many times over

10

City of Grandview

Community and Business Surveys Proposal



Understanding of Need

The City of Grandview wishes to gather information on the local impacts of COVID-19 and seeks consulting support to develop and implement a survey of community members and a survey of local businesses. The surveys are intended to gather information for two primary purposes:

- 1. Enable city leadership to focus the use of existing resources, including grant dollars, for the benefit of the community.
- 2. Gather data to strengthen the City's future proposals for grant dollars to address local needs and/or hardships caused by COVID-19.

Proposed Scope of Work

Task 1. Kick-off and Engagement Management

At the start of the project, BERK will meet with the City's project team to identify key project goals including the learning objectives of the outreach to community members and businesses. We will confirm project roles, point of contacts, and communications preferences. Following the meeting BERK will develop an updated statement of project goals and learning objectives. This task also includes management of engagement efforts for both surveys.

Deliverables

- Kick-off meeting (via teleconference)
- Updated statement of project goals and learning objectives
- Engagement management

Task 2. Community Survey

Building on the goals and objectives confirmed in Task 1, BERK will collaborate with City staff and its designated partners to develop a community needs survey. BERK will advise on the survey structure, content, and delivery formats. Based on the feedback and input of the city's team members, BERK will develop a draft and final survey.

In addition to the survey, BERK will develop a Community Survey Promotion Plan that describes the roles and activities necessary to encourage community participation in the survey. The City of Grandview and its partners will be primarily responsible for advertising and distributing the survey. BERK can support these efforts through the development of survey announcements, outreach collateral, and web graphics. BERK will administer the survey through a web-based tool that accommodates mobile-responses. The City or its partners will be responsible for managing the collection and input of any paper-based surveys.

Translation, printing, and mailing costs are not accounted for in the budget estimates.

Once the survey is closed, BERK will compile and analyze the survey findings and develop a summary of findings.

Deliverables

Draft Survey



- Survey development meeting with the City and its designated partners
- Final Community Survey and Survey Promotion Plan
- Survey analysis and Summary of Findings

Task 3. Business Survey

Building on the goals and objectives confirmed in Task 1, BERK will collaborate with City staff and its designated partners to develop a local business survey. BERK will advise on the survey structure, content, and delivery formats. Based on the feedback and input of the City's team members, BERK will develop a draft and final survey.

In addition to the survey, BERK will develop a Business Survey Promotion Plan that describes the roles and activities necessary to encourage business participation in the survey. The City of Grandview and its partners, including the Chamber of Commerce, will be primarily responsible for advertising and distributing the survey. BERK can support these efforts through the development of survey announcements, outreach collateral, and web graphics.

BERK will administer the survey through a web-based tool that accommodates mobile-responses. The City or its partners will be responsible for managing the collection and input of any paper-based surveys.

Translation, printing, and mailing costs are not accounted for in the budget estimates.

Once the survey is closed, BERK will compile and analyze the survey findings and develop a summary of findings.

Deliverables

- Draft Survey
- Survey development meeting with the City and its designated partners
- Final Business Survey and Survey Promotion Plan
- Survey analysis and Summary of Findings

Task 4. Data Compilation and Presentation of Findings

BERK will compile data gathered through both surveys, preparing it in a format for use by City staff. We will prepare a written Summary of Findings and present an overview of the survey process, response rates, and learnings to an audience of the City's choosing.

Deliverables

- All compiled survey data
- Summary of Findings
- Presentation of survey process, response rats, and findings

Budget Proposal

2021 Hourly Rate	Dawn Couch Project Manager \$170	Analytic and Outreach Support \$140	Total Hours and Estimated Cost by Task
Task 1. Kick-off and Engagement Management		11.0	
Kick-off meeting (via teleconference)	3	2	
Updated statement of project goals and learning objectives	1	1	
Engagement management	4	0	
Subtotal	8	3	\$1,780
Task 2: Community Survey			
Draft and Final Survey	6	4	
Community Survey Promotion Plan	2	0	
Analysis	4	10	
Summary of Findings	4	4	
Subtotal	16	18	34 \$5,240
Task 3: Business Survey			45,240
Draft and Final Survey	6	4	
Business Survey Promotion Plan	2	0	
Analysis	4	10	
Summary of Findings	4	4	
Subtotal Sub	16	18	34 \$5,240
Task 4: Data Compilation and Presentation of Findings			
Compile and Prepare Data for City	2	3	
Draft and Final Summary of Findings	4	2	
Presentation (via teleconference)	3	3	
Subtotal	9		17 \$2,650
Total Estimated Hours Cost (Hours=Rate)	49 \$8,330	47 \$6,580	96 \$14,910

About BERK Consulting, Inc.

BERK is an interdisciplinary consultancy integrating strategy, planning, and policy development; financial and economic analysis; and facilitation, design, and communications. Founded in 1988, our passion is working in the public interest, helping public and nonprofit agencies address complex challenges and position themselves for success.

Our Mission is: Helping Communities and Organizations Create Their Best Futures. We do this by:

- Integrating the art of effective decision-making with the science of rigorous quantitative and qualitative analysis;
- Bringing people, ideas, and analysis together to generate understanding and consensus on the best strategies and decisions; and
- Bridging disciplines to synthesize diverse information and facilitate relationships.

A hallmark of our approach is our ability to communicate complex information to a wide range of audiences, using words, numbers, pictures, and maps to convey information in accessible, understandable formats. We believe that when participants truly understand the issues and options before them, they are able to make good decisions, and then communicate and explain those decisions to the broader community.

Staff Qualifications



Dawn Couch is a Senior Project Manager specializing in community development, strategy, social and economic change, and stakeholder engagement, with a focus on building community understanding and vision to inspire action. She brings a social and economic research background to support municipalities and organizations in achieving improved outcomes. Dawn recently completed community surveys with the cities of Kent and Leavenworth. For Leavenworth she also developed a business owner survey to better understand the impacts of COVID.

Dawn received a B.A. in Sociology and Anthropology from Lewis & Clark College and an M.A. in Geography from the University of Washington. Dawn is a certified Performance Measurement Process (PuMP) Professional.



John Todoroff has a focus on land use planning and community engagement. His background is in communication, graphic design, research and analysis. He has experience working on large-scale community subarea planning efforts, supporting both the planning analysis as well as the outreach components. He enjoys distilling complex information to ensure diverse communities' full participation in the planning process.

Prior to joining BERK, John worked for City of Vancouver, Washington as a planning and public outreach coordinator for a variety of community and economic development projects. He also worked at a Portland-based public involvement firm. John has a Master of Urban and Regional Planning and a B.A. in Community Development, with a focus on Communications, from Portland State University. He also has a Graduate Certificate in Geographic Information Systems. John is a LEED Accredited Professional.