

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, DECEMBER 14, 2021**



PLEASE NOTE: The maximum occupancy of the Council Chambers is 49 individuals at one time. Access to exits must be kept clear to ensure everyone in the Chambers can safely exit in the event of an emergency.

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.

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

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.
- 4. NEW BUSINESS**
 - A. Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement Project Number 8-4-183(004)-1 for the Wine Country Road and McCreddie Road Roundabout 1-15
 - B. Resolution approving Task Order No. 2021-06 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road and McCreddie Road Roundabout 16-21
 - C. Resolution approving Task Order No. 2019-06 Amendment No. 2 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement 22-26
 - D. Resolution authorizing the Mayor to sign the Equipment Use Agreement between West Benton Regional Fire Authority, City of Grandview and City of Sunnyside 27-32
 - E. Ordinance amending the 2021 Annual Budget 33-36
 - F. ARPA Plan Timeline and Tasks – ARPA Group 37-39
 - G. Economic Development Report – Economic Development Group 40-42
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, December 14, 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/84269287904?pwd=R0cvRIRCWWZkdWRsR1pJYXhJN1BGUT09>

Meeting ID: 842 6928 7904

Passcode: 708384

To join via phone: +1 253 215 8782

Meeting ID: 842 6928 7904

Passcode: 708384

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

ITEM TITLE

Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement Project Number 8-4-183(004)-1 for the Wine Country Road and McCreddie Road Roundabout

AGENDA NO.: New Business 4 (A)

AGENDA DATE: December 14, 2021

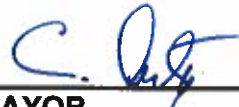
DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable) N/A

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR



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

The City submitted a grant funding application to the Washington State Transportation Improvement Board for the Wine Country Road and McCreddie Road Roundabout.

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.

On November 23, 2021, the Washington State Transportation Improvement Board announced that the City was awarded 90% of approved eligible project costs with a maximum grant of \$1,512,684 for the Wine Country Road and McCreddie Road Roundabout. The City will be required to provide a 10% local match which will be allocated from the Capital Improvement Fund. Attached is the Fuel Tax Grant Agreement with TIB that will require Council approval.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement Project Number 8-4-183(004)-1 for the Wine Country Road and McCreddie Road Roundabout to a regular Council meeting for consideration.



Washington State Transportation Improvement Board

TIB Members

Chair
Councilmember Sam Low
Snohomish County

Vice Chair
Mayor Glenn Johnson
City of Pullman

Amy Asher
Mason Transit Authority

Aaron Butters, P.E.
HW Lochner Inc.

Susan Carter
Hopelink

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Chad Coles, P.E.
Spokane County

Mike Dahlem, P.E.
City of Sumner

Commissioner Al French
Spokane County

Commissioner Scott Hutsell
Lincoln County

John Klekotka, P.E.
Port of Everett

David Ramsay
Feet First

Les Reardanz
Whatcom Transportation Authority

Steve Roark, P.E.
WSDOT

Ruth Robertson
Budget Assistant of the Governor

Peter Rogalsky, P.E.
City of Richland

Councilmember Jan Schuette
City of Arlington

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

November 23, 2021

The Honorable Gloria Mendoza
Mayor
City of Grandview
207 West 2nd Street
Grandview, WA 98930-1398

Dear Mayor Mendoza:

Congratulations! We are happy to announce the selection of your project, Wine Country Road, McCreadie Rd Intersection, TIB project number 8-4-183(004)-1. TIB is awarding 90.0000% of eligible project costs with a maximum grant of \$1,512,684.

This year, we received requests to fund 284 different projects, totaling more than \$232 million. We are pleased to provide \$99 million in transportation investments to cities and counties like yours throughout the state.

If you have questions, please contact Andrew Beagle, TIB Project Engineer, at (360) 586-1151 or e-mail AndrewB@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

RECEIVED

DEC - 6 2021

CITY OF GRANDVIEW

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140



Washington State Transportation Improvement Board

TIB Members

Chair
Councilmember Sam Low
Snohomish County

Vice Chair
Mayor Glenn Johnson
City of Pullman

Amy Asher
Mason Transit Authority

Aaron Butters, P.E.
HW Lochner Inc.

Susan Carter
HopeLink

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Chad Coles, P.E.
Spokane County

Mike Dahlem, P.E.
City of Sumner

Commissioner Al French
Spokane County

Commissioner Scott Hutsell
Lincoln County

John Klekotka, P.E.
Port of Everett

David Ramsay
Feet First

Les Reardanz
Whatcom Transportation Authority

Steve Roark, P.E.
WSDOT

Ruth Robertson
Budget Assistant of the Governor

Peter Rogalsky, P.E.
City of Richland

Councilmember Jan Schuette
City of Arlington

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

November 23, 2021

Mr. Cus Arteaga
City Administrator/Public Works Director
City of Grandview
207 West 2nd Street
Grandview, WA 98930-1398

Dear Mr. Arteaga:

Congratulations! We are pleased to announce the selection of your project, Wine Country Road, McCreadie Rd Intersection, TIB project number 8-4-183(004)-1.

TIB is awarding 90.0000% of approved eligible project costs with a maximum grant of \$1,512,684.

Before any work is allowed on this project, you must:

- **Verify the information on the Project Funding Status Form, revise if necessary, and then sign and scan;**
- **Submit the section of your adopted Six Year Transportation Improvement Plan listing this project;**
- **Sign and scan one copy of the Fuel Tax Grant Distribution Agreement; and**
- **Return the above items to TIB;**

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 19, 2022 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Andrew Beagle, TIB Project Engineer, at (360) 586-1151 or e-mail AndrewB@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165

RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE
TRANSPORTATION IMPROVEMENT BOARD FUEL TAX GRANT AGREEMENT
PROJECT NUMBER 8-4-183(004)-1 FOR THE WINE COUNTRY ROAD AND
MCCREADIE ROAD ROUNDABOUT**

WHEREAS, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB grant funds in the amount of \$1,512,684 for the Wine Country Road and McCreadie Road Roundabout, and

WHEREAS, the City must execute a Fuel Tax Grant Agreement setting forth the terms and conditions and the regulations by which the City must comply in order to receive said funding,

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

The Mayor is hereby authorized to sign the Fuel Tax Grant Agreement between the City of Grandview and the Washington State Transportation Improvement Board in the form as is attached hereto and incorporated herein by reference for Project Number 8-4-183(004)-1 Wine Country Road and McCreadie Road Roundabout.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Grandview
8-4-183(004)-1
Wine Country Road
McCreadie Rd Intersection

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Grandview
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Wine Country Road, McCreadie Rd Intersection (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Grandview, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 90.0000 percent of approved eligible project costs up to the amount of \$1,512,684, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



City of Grandview
8-4-183(004)-1
Wine Country Road
McCreadie Rd Intersection

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Grandview
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Wine Country Road, McCreadie Rd Intersection (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Grandview, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 90.0000 percent of approved eligible project costs up to the amount of \$1,512,684, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



Project Funding Status Form

Agency Name: **GRANDVIEW**
Project Name: **Wine Country Road
McCreadie Rd Intersection**

TIB Project Number: **8-4-183(004)-1**

Verify the information below and revise if necessary.

Return to: Transportation Improvement Board • PO Box 40901 • Olympia, WA 98504-0901

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
GRANDVIEW	168,076	
WSDOT	0	
TOTAL LOCAL FUNDS	168,076	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

Mayor or Public Works Director

Signature

Date

Printed or Typed Name

Title

Financial Officer

Signature

Date

Printed or Typed Name

Title

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

ITEM TITLE

Resolution approving Task Order No. 2021-06 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road and McCreadie Road Roundabout

AGENDA NO.: New Business 4 (B)

AGENDA DATE: December 14, 2021

DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR



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

On November 23, 2021, the City was awarded grant funding from the Washington State Transportation Improvement Board for the Wine Country Road and McCreadie Road Roundabout.

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.

Attached is Task Order No. 2021-06 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services and land surveying for the Wine Country Road and McCreadie Road Roundabout in the amount of \$192,180 for design engineering, \$15,000 for right-of-way services and \$182,180 for construction engineering with a total fee for services in the amount of \$389,360.00.

ACTION PROPOSED

Move a resolution approving Task Order No. 2021-06 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road and McCreadie Road Roundabout to a regular Council meeting for consideration.

RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2021-06 WITH HLA ENGINEERING
AND LAND SURVEYING, INC., FOR THE WINE COUNTRY ROAD AND
MCCREADIE ROAD ROUNDABOUT**

WHEREAS, the City of Grandview has entered into a General Services Agreement with HLA Engineering and Land Surveying, Inc., (HLA) for work pursuant to task orders; and,

WHEREAS, the City would like to enter into a Task Order with HLA to provide professional engineering services and land surveying for the Wine Country Road and McCreadie Road Roundabout,

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

The Mayor is hereby authorized to sign Task Order No. 2021-06 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services and land surveying for the Wine Country Road and McCreadie Road Roundabout in the amount of \$389,360.00 in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2021-06

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Wine Country Road and McCreadie Road Roundabout

HLA Project No. 21250E

TIB Project No. 8-4-183 (004)-1

The City of Grandview (CITY) has received funding from the Washington State Transportation Improvement Board (TIB) for safety and function improvements to the Wine Country and McCreadie Roads intersection. This project will reconstruct and improve the Wine Country Road and McCreadie Road intersection with a roundabout. Engineering design work will begin immediately following Task Order approval. Construction is anticipated to occur in 2023.

SCOPE OF SERVICES:

At the direction of the CITY, HLA will provide professional engineering services for the Wine Country Road and McCreadie Road Roundabout (PROJECT). HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and estimate) for improvements consisting of a two-lane urban section with curb and gutter, 10-foot shared use pathway, regional pathway connection, handicap ramps, storm drainage facilities, and illumination system. Services will also include advertising and bidding, recommendation of contract award to the lowest responsible bidder, and engineering services during construction.

HLA shall provide the following services:

1.0 Design Engineering

- 1.1 Call for utility locates prior to survey and perform topographic survey of the PROJECT area.
- 1.2 Prepare site topographic survey in AutoCAD format showing field-located improvements and utilities.
- 1.3 Attend three (3) design meeting with the CITY to obtain input regarding existing and proposed improvements.
- 1.4 Coordinate review and approvals with Washington State Department of Transportation.
- 1.5 Prepare environmental documents, including SEPA and EO 21-02.
- 1.6 Prepare complete plan set, including plan sheets with construction notes and plan details.
- 1.7 Prepare final construction cost estimate.
- 1.8 Prepare final PROJECT specifications.
- 1.9 Submit final documents to the CITY for review and approval.
- 1.10 Transmit plans to dry utility companies, including power, cable, natural gas, and telephone to advise them of pending construction.

- 1.11 Incorporate CITY review comments and provide final construction documents for bidding approval.
- 1.12 Submit final documents to TIB for review and bid authorization.
- 1.13 Prepare advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees to be paid by the CITY.
- 1.14 Provide contract documents to potential bidders, as requested, and maintain planholder list.
- 1.15 Prepare any required addenda to contract documents.
- 1.16 Answer questions during bidding from prospective bidders.
- 1.17 Attend PROJECT bid opening, check and tabulate bids, and make recommendation of award to lowest responsible bidder.
- 1.18 Submit bid tabulation to TIB and prepare Updated Cost Estimate (UCE).

2.0 Right of Way Services

- 2.1 Based on the 30% engineering design plans for the project, HLA will make recommendations on which parcels will need to convey right of way to the City for construction improvements.
- 2.2 Order title reports for each of the parcels to verify existing legal descriptions and ownership.
- 2.3 Prepare legal descriptions and exhibit maps for each parcel.
- 2.4 Prepare right of way offer paperwork.

3.0 Construction Engineering

- 3.1 Following award of the Contract by the CITY, prepare Notice of Award to the Contractor.
- 3.2 Assist in reviewing bond and insurance and prepare contracts.
- 3.3 Coordinate and conduct preconstruction conference followed by issuance of Notice to Proceed.
- 3.4 Furnish the field survey crew to set horizontal and vertical control for the PROJECT.
- 3.5 Provide staking for construction, including structures, curb and gutter, sidewalk, and subgrade elevations.
- 3.6 Provide submittal review for PROJECT materials as provided by the Contractor per the PROJECT specifications.
- 3.7 Attend construction meetings anticipated once per week during the duration of the improvements.
- 3.8 Furnish a qualified resident engineer (inspector) to observe construction and be at the PROJECT site during all significant work. The resident engineer shall provide surveillance of construction for substantial compliance with plans and specifications.
- 3.9 Prepare construction progress reports for days the resident engineer is present.
- 3.10 Recommend progress payments for the Contractor to the CITY.
- 3.11 Prepare and submit proposed contract change orders when applicable.

- 3.12 Conduct final inspection and prepare punchlist of items to be corrected by the Contractor and provide to the CITY.
- 3.13 Prepare record drawings of civil-related improvements based on the Contractor's as-built plans.
- 3.14 Prepare administrative documents for the appropriate agencies which have jurisdiction over funding, design, and construction of the PROJECT.
- 3.15 Monitor Contractor's compliance with the Contract documents for labor standards and review Statements of Intent to pay Prevailing Wages and Affidavits of Wages Paid.

4.0 Additional Services

Provide professional engineering and land surveying services for additional work requested by the CITY not included above.

5.0 Items to be Furnished and Responsibility of CITY

- 5.1 Provide full information as to CITY requirements of the PROJECT.
- 5.2 Pay for PROJECT advertising, notices or other publication as may be required by the funding source.
- 5.3 Assist HLA by providing all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- 5.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and provide written decisions within a reasonable time as not to delay the work of HLA.
- 5.5 Obtain approval of all governmental authorities having jurisdiction over the PROJECT, and approvals and consents from other individuals or bodies as necessary for completion. Pay all review fees and costs associated with obtaining such approvals.

TIME OF PERFORMANCE:

HLA will diligently pursue completion of the PROJECT with the following schedule anticipated:

1.0 Design Engineering

Completion of plans, specifications, opinion of cost, and bidding services within one hundred eighty (180) working days following receipt of signed Task Order.

2.0 Right of Way Services

Completion of right of plans and acquisition services within one hundred twenty (120) working days following 30% completion of design plans.

3.0 Construction Engineering

It is estimated construction of improvements will be completed within eighty (80) working days following award of the contract and Notice to Proceed.

4.0 Additional Services

Time for completion of work directed by the CITY under Additional Services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICE:

1.0 Design Engineering

All work for Design Engineering services shall be performed for the Lump Sum fee of \$192,180.00.

2.0 Right of Way Services

All work for Construction Engineering services shall be completed on an hourly basis, at normal hourly billing rates, for the estimated maximum fee of \$15,000.00.

3.0 Construction Engineering

All work for Construction Engineering services shall be completed on an hourly basis, at normal hourly billing rates, for the estimated maximum fee of \$182,180.00. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be considered Additional Services.

4.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

Proposed:



HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

12/1/2021
Date

Approved:

City of Grandview
Gloria Mendoza, Mayor

Date

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

ITEM TITLE

Resolution approving Task Order No. 2019-06
Amendment No. 2 with HLA Engineering and Land
Surveying, Inc., for the Sanitary Sewer Trunk Main
Replacement

AGENDA NO.: New Business 4 (C)

AGENDA DATE: December 14, 2021

DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR


MAYOR


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

The City applied for and was granted a Water Quality Combined Financial Assistance 2019 Agreement between the State of Washington Department of Ecology to fund the Sanitary Sewer Trunk Main Replacement project. On December 10, 2019, the City approved Task Order No. 2019-06 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement for professional engineering services and land surveying during construction.

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.

Amendment No. 2 to both Task Order No. 2019-06 and Amendment No. 1 revised time of performance and fee for services to reflect 54 additional construction contract days utilized by the former contractor C&R Tractor, work necessary to formalize contract termination with C&R Tractor, preparation of a new bid package reflecting remaining contract work, re-bid services, and 60 construction contract days associated with completion of the re-bid work. The total fee for services under Amendment No. 2 is \$195,000.

ACTION PROPOSED

Move a resolution approving Task Order No. 2019-06 Amendment No. 2 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement to a regular Council meeting for consideration.

RESOLUTION NO. 2021-__

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING AMENDMENT NO. 2 TO TASK ORDER NO. 2019-06 WITH HLA
ENGINEERING AND LAND SURVEYING, INC., FOR THE SANITARY SEWER
TRUNK MAIN REPLACEMENT**

WHEREAS, the City of Grandview has entered into a General Services Agreement with HLA Engineering and Land Surveying, Inc., (HLA) for work pursuant to task orders; and,

WHEREAS, on December 10, 2019 the City approved Task Order No. 2019-06 with HLA to provide professional engineering services and land surveying for the Sanitary Sewer Trunk Main Replacement; and

WHEREAS, Amendment No. 2 to Task Order No. 2019-06 revises time of performance and fee for services to reflect 54 additional construction contract days utilized by the former contractor C&R Tractor, work necessary to formalize contract termination with C&R Tractor, preparation of a new bid package reflecting remaining contract work, re-bid services, and 60 construction contract days associated with completion of the re-bid work,

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

The Mayor is hereby authorized to sign Amendment No. 2 to Task Order No. 2019-06 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services and land surveying for the Sanitary Sewer Trunk Main Replacement with an estimated total amount of \$195,000.00 in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AMENDMENT NO. 2
TASK ORDER NO. 2019-06

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Sanitary Sewer Trunk Main Replacement
HLA Project No. 17165C

The existing City of Grandview (CITY) 21-inch sanitary sewer trunk main, which extends from the main collection chamber in Dykstra Park, through the canyon at the base of Sand Hill, to the River Lift Station on Euclid Road, is in extremely poor condition and in need of replacement. The total length of existing sewer trunk main is approximately 13,000 feet (2.5 miles). The trunk main was built prior to 1960 and is constructed of concrete pipe with brick manholes. In September 2017, a portion of the existing trunk main along Euclid Road collapsed, due to its poor condition. Emergency repairs were completed by the CITY to reline the collapsed portion of sewer main and return it to service. Due to its age and condition observed during emergency repairs, it is anticipated that the entire trunk main is of a similar state. This project will include full replacement of the existing trunk main near its current alignment.

This Amendment No. 2 to both Task Order No. 2019-06 and Amendment No. 1, revises Time of Performance and Fee for Services to reflect fifty-four (54) additional construction contract days utilized by C&R tractor, work necessary to formalize contract termination with C&R Tractor, preparation of a new bid package reflecting remaining contract work, re-bid services, and sixty (60) construction contract days associated with completion of the re-bid work.

TIME OF PERFORMANCE:

The time of Performance included in Task Order No. 2019-06 shall be amended as follows:

3.0 Engineering Services During Construction

It is anticipated preparation of a new bid package will be complete no later than September 30, 2021.

Bid opening and Award of the remaining contract work is anticipated to occur in October 2021.

Engineering services during construction for the re-bid PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through both the completion of construction and completion of as-constructed drawings and labor documentation closeout, as requested and directed by the CITY. A maximum of sixty (60) working days has been assumed for the construction of remaining sanitary sewer improvements. If the Contractor is granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, engineering services beyond the 60 working days shall be considered additional services.

FEE FOR SERVICE:

3.0 Engineering Services During Construction

The total fee for services under this Amendment No. 2 shall be \$195,000.

Fees associated with preparing re-bid Contract Documents, bidding services, and award of the re-bid contract have been completed under the existing contract balance.

Engineering Services During Construction shall be performed on an hourly basis, at normal hourly billing rates, for the estimated fee of \$600,000 (\$495,000 original Task order No. 2019-06, plus \$75,000 for Amendment No. 1, plus \$30,000 for Amendment No. 2). A maximum of 278 working days (180 original days, plus 44 additional days, plus 54 extended days by C&R Tractor) has been assumed for the construction of sanitary sewer improvements. If the Contractor is granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, engineering services beyond the 278 working days shall be considered additional services.

Engineering Services During Construction for re-bid work shall be performed on an hourly basis, at normal hourly billing rates, for the estimated fee of \$165,000. A maximum of 60 working days has been assumed for the construction of re-bid sanitary sewer improvements. If the Contractor is granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, engineering services beyond the 60 working days shall be considered additional services.

Proposed:



HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

12/8/2021
Date

Approved:

City of Grandview
Gloria Mendoza, Mayor

Date

**Task Order No. 2019-06 Funding Summary
City of Grandview and HLA Contract**

Scope Item	Original Contract	Supplement No. 1	Supplement No. 2	Total
Funding Administration and Closeout	\$30,000	No Change	No Change	\$30,000
Sanitary Sewer Asset Management Program	\$45,000	No Change	No Change	\$45,000
Engineering Services During Construction	\$495,000 ¹	\$75,000 ²	\$30,000 ³ + \$165,000 ⁴	\$765,000
Additional Services	\$0	\$0	\$0	\$0
Total	\$570,000	\$75,000	\$195,000	\$840,000

1 - Based on a maximum of 180 working days for construction of sanitary sewer improvements.

2 - Added 30 working days for a total of 210 working days for construction of sanitary sewer improvements.

3 - Estimated costs over current contract after re-bid contract documents, re-bidding, contracting and 54 additional working days granted to September 24, 2021.

4 - Estimated costs for 60 working days associated with re-bid construction.

**Construction Contract Working Days Summary
C&R Tractor and Landscaping, Inc.**

Contract Element	Working Days	Completion Date
Original Contract	180	May 10, 2021
Adjusted Non-Working Days	1	May 11, 2021
Change Order No.1	5	May 18, 2021
Change Order No. 2	30	June 28, 2021
Letter Dated June 25, 2021	8	July 9, 2021
Subtotal	224	
Add'l granted days per Letter Dated September 14, 2021; Contract Termination	54	September 24, 2021
Total	278	

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

ITEM TITLE

Resolution authorizing the Mayor to sign the Equipment Use Agreement between West Benton Regional Fire Authority, City of Grandview and City of Sunnyside

AGENDA NO.: New Business 4 (D)**AGENDA DATE:** December 14, 2021**DEPARTMENT**

Fire Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)**DEPARTMENT DIRECTOR REVIEW**

Pat Mason, Fire Chief

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

The Grandview Fire Department has a reserve fire engine, the 1995 E-One Engine, that was replaced in April 2018. It was determined that it would be of more benefit to the City in regards to the Washington Survey and Rating Bureau (WSRB) score to keep the engine rather than sell it. It was also determined that if the City of Grandview puts this agreement in place with West Benton Regional Fire Authority and the City of Sunnyside, WSRB would recognize that all three agencies have a reserve engine when scored.

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 is the intent of the fire chiefs of the West Benton Regional Fire Authority, Sunnyside FD and Grandview FD to put an agreement in place that would benefit all three agencies in regards to: provide replacement apparatus if one of their front line apparatus has a major mechanical issue and is out of service for an extended amount of time; provide all three agencies with the opportunity to improve their score with the WSRB; and decrease annual maintenance costs by sharing the cost to maintain the apparatus among all three agencies. The end goal is to eventually have two engines and one aerial available to all three agencies as reserve apparatus. This will allow each department to cover ourselves in the event of an unexpected emergency and gain the maximum benefit in regards to the WSRB scoring system as it pertains to apparatus. The City currently has one engine that is designated as a reserve engine. Initially this will slightly decrease current budget costs. When we reach the three reserve apparatus level, our costs would be back to the level they currently are.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Equipment Use Agreement between West Benton Regional Fire Authority, City of Grandview and City of Sunnyside to a regular Council meeting for consideration.

**EQUIPMENT USE AGREEMENT
BETWEEN
WEST BENTON REGIONAL FIRE AUTHORITY,
CITY OF GRANDVIEW,
AND CITY OF SUNNYSIDE**

This EQUIPMENT USE AGREEMENT ("Agreement") is made and entered into this 25th day of October, 2021 by and between the West Benton Regional Fire Authority ("Authority"), City of Grandview ("Grandview") and City of Sunnyside ("Sunnyside"). The parties are referenced herein as the "Agencies".

I. Recitals

WHEREAS, the Agencies are organized and equipped to respond to fires and provide emergency medical services for the benefit of the citizens of their respective jurisdictions; and

WHEREAS, it is the purpose of this Agreement pursuant to the authority granted to the Agencies pursuant to RCW 39.34 to permit the Agencies to share in the use and upkeep of apparatus to meet the needs of each of the Agencies concerning deployment of emergency medical services to citizens of their respective jurisdictions;

WHEREAS, it has been determined by each of the Agencies hereto that it would be in the best interest of the citizens of their respective jurisdictions, and of mutual benefit to the delivery of fire suppression and emergency medical services that the Agencies designate apparatus owned by the Agencies to be shared with the other Agencies if one Agency has an emergency apparatus that is out of service; and

WHEREAS, the Agencies hereto desire to enter into this Agreement, wherein the following apparatus will be utilized by the Agencies that have an emergency apparatus that is classified as a reserve apparatus:

EQUIPMENT USE AGREEMENT - 1

All apparatus shall be added or removed by mutual agreement of the Agencies as an addendum signed by representatives of all Agencies.

WHEREAS, the Agencies hereto desire to set forth their rights, duties, and responsibilities with respect to said Agreement as allowed by law; NOW, THEREFORE,

For and in consideration of the covenants contained herein, performed, and to be performed, the Agencies hereto agree as follows:

II. Terms and Conditions

Section 1. The Agency that is utilizing the reserve apparatus shall not sell, recycle or destroy the apparatus during the term of this Agreement and while the apparatus is under their control.

Section 2. The owner of the apparatus shall be fully responsible for all routine repairs, maintenance, and upkeep of the reserve apparatus during the agreed term of use pursuant to this Agreement.

Section 3. It is further understood and agreed by and between the Agencies hereto that this Agreement is for the mutual benefit of assisting all Agencies in meeting their obligations to provide effective fire suppression and emergency medical services in their respective jurisdictions and for mutual aid purposes.

Section 4. This Agreement shall become effective October 25, 2021 and shall remain in full force and effect until terminated by any Agency with thirty (30) days written notice at the addresses set forth below.

Section 5. All parties shall defend, indemnify and hold harmless the other parties, their officers, commissioners, staff, officials and employees from and against any and all claims, suits, actions, or liabilities for injury or death of any persons, or for loss or damage to property, which arise out of each Agency's use of the apparatus, except only such injury or damage as shall have been occasioned by the sole negligence of each individual Agency.

Section 6. The Agency that is using the apparatus shall procure, and maintain, for the duration of the use, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the apparatus including but not limited to driving the apparatus. The required insurance for the Agency using the apparatus shall be as follows:

- a) General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The Agency owning the apparatus shall be named as an additional insured on the Agency's General Liability insurance policy using an endorsement ISO CG 20 26 07 04 or substitute endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- b) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident naming the Agency owning the apparatus as an additional insured.
- c) All required insurance policies shall contain, or be endorsed to contain, that the Agency using the apparatus shall be primary insurance. Any insurance, self-insurance, or self-insured pool coverage maintained by the Agency owning such apparatus shall be in excess of Using Agency's insurance and shall not contribute with it.

Section 7. Each of the Agencies hereto shall be fully responsible for all repairs, maintenance, insurance, testing, certification, and upkeep of the apparatus that is owned by them. At the end of the year each Agency shall bill the other agencies one third of the cost of that referenced above for each piece of apparatus as set forth above and the bill will be paid within thirty (30) days of receipt. Fuels used while apparatus is being used by an Agency shall be the responsibility of the Agency using the apparatus. Apparatus must be returned to reserve status with all fuels refilled.

- a) Any single repair that is projected to cost more than \$5,000 shall be approved by a majority of the administrators of this agreement.

Section 8. It is understood and agreed by and between the Agencies hereto that every effort should be made to become familiar with each other's apparatus and only use and operate apparatus that they have been trained on.

Section 9. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the acquiring, holding or disposing of real or personal property anticipated. The administrators of this Agreement shall be the Fire Chiefs of the Agencies.

Section 10. It is further understood and agreed by and between the Agencies hereto that, for the purposes of liaison and the administration of this Agreement, there is hereby delegated the authority to the Fire Chiefs of each of the Agencies to jointly form an administrative board for carrying out this Agreement.

Section 11. In the event of a dispute in the interpretation of this agreement the Agencies agree to first meet in a good faith attempt to resolve the dispute, if such dispute is not resolved thereby the Agencies agree to submit the dispute to binding arbitration pursuant to RCW 7.04A.

Section 12. The Agencies to this Agreement intend that the laws of the State of Washington shall apply and in the event of any dispute under this agreement venue shall be in Benton County Washington.

Section 13. In the event of a dispute submitted to arbitration under Section 11 above, or litigation before a court of competent jurisdiction, the substantially prevailing Agency(ies) shall be entitled to their reasonable attorney's fees, to be paid by the non-prevailing Agency(ies).

IN WITNESS WHEREOF the parties have hereunto placed their hands and seals
on the day and year first indicated.

WEST BENTON REGIONAL FIRE AUTHORITY
1200 Grant Ave.
Prosser WA 99350

BY: Richard C. [Signature]

DATE: 11/16/2021

CITY OF GRANDVIEW
207 w 2ND
Grandview, WA 98930

BY: _____

DATE: _____

CITY OF SUNNYSIDE
818 E. Edison
Sunnyside WA 98944

BY: Elizabeth Alba [Signature]

DATE: 10/25/21

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

ITEM TITLE Ordinance amending the 2021 Annual Budget	AGENDA NO.: New Business 4 (E) AGENDA DATE: December 14, 2021
DEPARTMENT City Treasurer	FUNDING CERTIFICATION (City Treasurer) (If applicable)

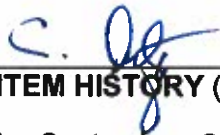
DEPARTMENT DIRECTOR REVIEW

Matthew Cordray, City Treasurer



CITY ADMINISTRATOR

MAYOR



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

In September 2021, Council passed Ordinance No. 2021-11 authorizing the refinance of the City of Grandview's Joint Library. There was no cost to the City for this action and there will be a savings of \$75,520 over the remaining life of the loan. This ordinance is to show the sources and uses of the refinance.

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 with an equal change in expenditures for the refinancing of the Joint Library. This creates no effect in the estimated ending fund balance.

ACTION PROPOSED

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

2021 Budget Amendment - December

to Sue 12/xx/2021 - mc **Ordinance No. 2021-X**

Account		Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
<input type="checkbox"/>	001 000 000 308 80 00 00	Current Expense Fund				
		Beginning Fund Balance	1,350,130		1,350,130	
<input type="checkbox"/>	001 000 000 392 00 00 00	Premium on Debt Issued		81,130		Library Refinance Accounting Entries Library Refinance Accounting Entries
<input type="checkbox"/>	001 000 000 393 00 00 00	Refunding of Long Term Debt		370,000		
		Revenues/Sources	5,811,190		6,262,320	
Current Exp. Fund Total			7,161,320	451,130	7,612,450	
<input type="checkbox"/>	001 075 010 592 72 83 01	Issuance Cost		1,620		Library Refinance Accounting Entries Library Refinance Accounting Entries Library Refinance Accounting Entries Library Refinance Accounting Entries
<input type="checkbox"/>	001 075 010 592 72 83 02	Underwriter Cost		600		
<input type="checkbox"/>	001 075 010 592 72 83 03	Compensation for Premium Amount Issued		1,380		
<input type="checkbox"/>	001 075 010 599 72 78 00	Payment to Refund Library Debt		447,530		
Expenditures/Uses			7,024,240		7,475,370	
<input type="checkbox"/>	001 099 000 508 80 00 00	Ending Fund Balance	137,080	-	137,080	
Current Exp. Fund Total			7,161,320	451,130	7,612,450	

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 **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 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	5,811,190	7,024,240	137,080	7,161,320
Amendment Amount		451,130	451,130	-	451,130
Amended Total	1,350,130	6,262,320	7,475,370	137,080	7,612,450



ARPA Group Plan Timeline and Tasks

ARPA GROUP Members
Mayor Mendoza Bill Moore
Robert Ozuna Cus Arteaga
Matt Cordray

Phases

Tasks

Phase 1

Goal: ARPA Group is Organized

- 11.23.21 — • ARPA group is appointed by Mayor Mendoza
- 11.23.21 — • 1st group meeting – Group is organized
- 12.2.21 — • 2nd group meeting – Identified potential eligible activities
- 12.9.21 — • 3rd group meeting to review range of possible activities
- 12.16.21 — • ARPA group visits city of Walla Walla

Phase 2

Goal: Input from City Council

- 12.14.21 — • Provide ARPA Plan and Timeline to council members
- Jan 15-21 — • Receives input from council on potential ideas and activities
- Jan 24 — • ARPA Group finalizes list

Phase 3

Goal: Review of Activities for Eligibility

- Jan 2022 — • City reviews all projects to determine if they are eligible and meet the funding agency requirements.
- Jan — • List is revised based on eligible projects.
- Jan 25 — • List is presented to city council for approval



ARPA Group Plan Timeline and Tasks

ARPA GROUP Members
Mayor Mendoza Bill Moore
Robert Ozuna Cus Arteaga
Matt Cordray

Phases

Tasks

Phase 4

Goal: Develop Process for Disbursement of Funds

Feb 2022

- City & ARPA Group develops procedures for granting of funds for business, organizations and residents.
- ARPA group prepares marketing strategies and materials

Phase 5

Goal: Disbursement of funds

March
2022

- City announces availability of funds to businesses, organizations and community
- City & Council Members receives and reviews all applicants
- City & Council select successful applicants
- Applicants receive ARPA funding for selected projects
- City monitors and tracks expenses

Phase 6

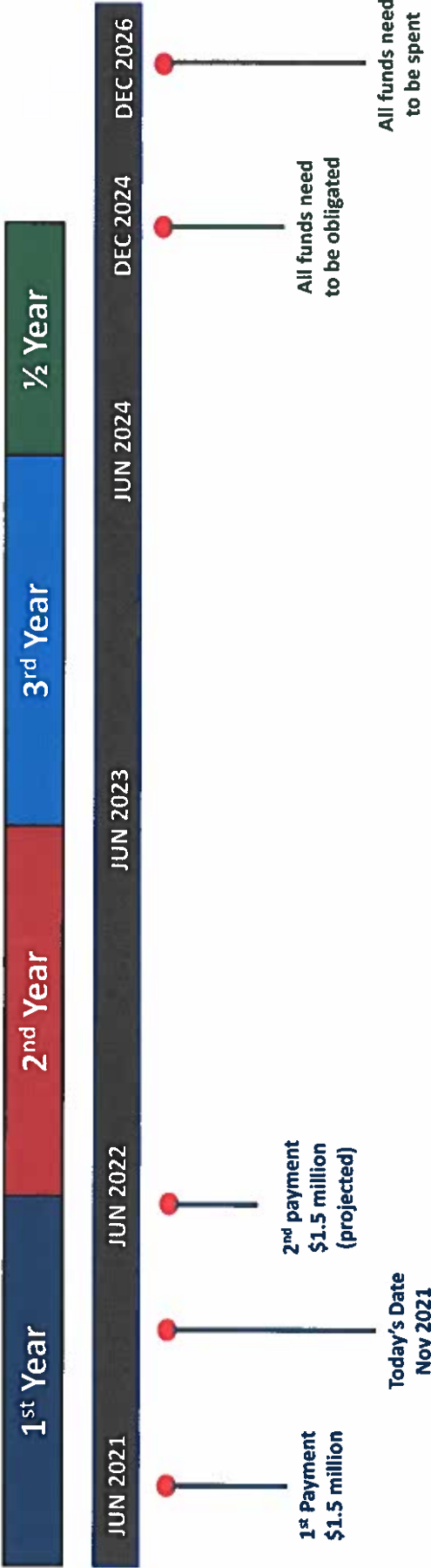
Goal: Begin reviewing 2nd ARPA funding

Jun 2022

Jul 2022

- Follow similar process as first round of funding
- City council approves final list of activities

Timeline for American Rescue Act Funds





Memorandum

To: Economic Development Group

- Councilmember Mike Everett, Chair
- Councilmember David Diaz
- Councilmember Joan Souders

From: Cus Arteaga, City Administrator/Public Works Director

CC: Mayor Gloria Mendoza

Date: December 7, 2021

Re: Economic Development Report

On Monday, December 6, 2021, the Mayor and I met to review ongoing projects with the goal of determining the status and/or completion schedules.

The Economic Development Group has an open Purchase Order No. 17229 in the amount of \$7,055 with Gina Hernandez for economic development professional services. The Mayor is requesting a report be provided at the December 14, 2021 Committee-of-the-Whole meeting which is also the last meeting in December 2021.

The report should address some of the following:

- ❖ What is the status of the project?
- ❖ When will the entire Council see a completed report?
- ❖ The Purchase Order expires at the end of December 2021 so will the Economic Development Group be able to close-out the project in time?
- ❖ Is the Economic Development Group staying within budget?

CITY
OF



207 W. 2nd Street
Grandview, Washington 98930
(509) 882-9200

TO:

Jeana Hernandez

DATE:

10/18/2021

PURCHASE ORDER NUMBER

17229

THE PURCHASE ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, BILLS OF
LADING, INVOICES AND CORRESPONDENCE.

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	<i>Economic Development Contractor services.</i>		<i>\$7,055.02</i>
	<i>* Per Employment Contract Agreement</i>		
	Delivery Date: _____		
	Department Account: <i>001 062 0 558 70 41 05</i>		

Department Head

C. [Signature]

Approved By

[Signature]
10-19-21

Date:



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

EMPLOYMENT CONTRACT AGREEMENT OCTOBER 1, 2021

INTRODUCTION: The City of Grandview Mayor and Council have appointed a three Council Member Economic Development Group. The goal is to develop an ongoing Economic Development Strategy for Council to use in order to meet the following goals:

- ♦ Develop a planning tool regarding future City of Grandview Economic Development procedures.
- ♦ Develop an on-going Economic Development document to be reviewed by the City Council annually.
- ♦ Identify potential new Commercial/Residential/Industrial Development locations.
- ♦ Provide administrative support to the three-member group.

TERM: This agreement is between the City of Grandview (Owner) and Jeanna Hernandez (Contractor); and will have a 30-day duration beginning the day that the official purchase order has been provided.

CONTRACT SERVICES: The Contractor agrees that they will provide their expertise and efforts to the Owner for all things pertaining to meeting the goals mentioned in this agreement.

- ♦ Contractor agrees to provide two full revisions to the finished document.

COMPENSATION: The Owner will pay the Contractor an agreed lump sum amount of \$7,055 due two weeks after project completion.

- ♦ Any additional work can be accomplished at an hourly rate of \$75 per hour.
- ♦ Any additional work must be agreed upon by both parties in writing.

City of Grandview

Mayor: *Yvonne Meacham*

Date: 10/20/21

Contractor

Name: *Jeanna Hernandez*

Date: 10/20/21