

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, NOVEMBER 22, 2022**



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 approving Amendment No. 1 to Task Order No. 2020-02 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant (WWTP) Facility Plan 1-4
 - B. Resolution adopting the updated Water System Plan 5-6
 - C. Ordinance amending Grandview Municipal Code Section 13.28.160 Extension of Water Mains/Sewer Lines (Latecomer Agreements) 7-12
 - D. Resolution approving Task Order No. 2022-06 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road and McCreddie Road Utilities 13-18
 - E. Resolution authorizing application to the Washington State Department of Health Drinking Water State Resolving Fund (DWSRF) for a construction loan to fund a new water reservoir 19-20
 - F. Resolution authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments for the Yakima Valley Local Crime Lab 21-38
 - G. Ordinance establishing an Emergency Medical Services proprietary fund 39-40
 - H. Ordinance amending the 2022 Annual Budget 41-45
 - I. Ordinance adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2023 46-48

PAGE

J.	Ordinance amending the City of Grandview 2023 non-union salary schedule	49-50
K.	Resolution accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2023	51-58
L.	Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Everett Family Law, LLC	59-70

5. OTHER BUSINESS

6. ADJOURNMENT

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, November 22, 2022 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/89491194561?pwd=Si9xK011anlZWdMa0dMY1BTVFR4dz09>

To join via phone: +1 253 215 8782

Meeting ID: 894 9119 4561

Passcode: 263995

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

ITEM TITLE Resolution approving Amendment No. 1 to Task Order No. 2020-02 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant (WWTP) Facility Plan	AGENDA NO.: New Business 4 (A) AGENDA DATE: November 22, 2022
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)

Task Order No. 2020-02 was originally approved by City Council by Resolution No. 2020-14 on March 24, 2022. The Task Order stated that HLA would provide professional engineering services for the preparation of the WWTP Facility Plan. The Scope of Services was outlined in WAC 173-240 including evaluation of the City's existing lift stations.

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.

This Amendment to Task Order No. 2020-02 revises the Time of Performance and the Fee for Services to reflect the extended time schedule and increased scope needed to address water reuse and revised treatment process requirements to improve BOD removal and handling of solid.

Attached is Amendment No. 1 to Task Order No. 2020-02 with HLA Engineering and Land Surveying, Inc., for the WWTP Facility Plan with an estimated lump sum fee of \$104,000 (\$64,000 original fee plus \$40,000 for Amendment No. 1).

ACTION PROPOSED

Move a resolution approving Amendment No. 1 to Task Order No. 2020-02 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant (WWTP) Facility Plan to the regular Council meeting for consideration.

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING AMENDMENT NO. 1 TO TASK ORDER NO. 2020-02 WITH HLA
ENGINEERING AND LAND SURVEYING, INC., FOR THE WASTEWATER
TREATMENT PLANT (WWTP) FACILITY PLAN**

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 Council adopted Resolution No. 2020-14 on March 24, 2022 approving Task Order No. 2020-02 with HLA to provide professional engineering services for the Wastewater Treatment Plant (WWTP) Facility Plan; and

WHEREAS, Amendment No. 1 to Task Order No. 2020-02 revises the Time of Performance and the Fee for Services to reflect the extended schedule and increased scope needed to address water reuse and revised treatment process requirements to improve BOD removal and handling of solid,

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. 1 to Task Order No. 2020-02 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services for the Wastewater Treatment Plant (WWTP) Facility Plan with an estimated lump sum fee of \$104,000 (\$64,00 original fee plus \$40,000 for Amendment No. 1) 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 _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AMENDMENT NO. 1
TASK ORDER NO. 2020-02

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

WWTP Facility Plan
HLA Project No. 20081E

The City of Grandview (CITY) operates a wastewater treatment plant (WWTP) under the terms of Department of Ecology (Ecology) NPDES Permit No WA0052205. Special Condition S9. requires the Permittee (CITY) to prepare a draft Facility Plan in accordance with chapter 173-240 WAC and submit to Ecology by September 30, 2020, for review. Additional Permit requirements include:

- As required by RCW 90.48.112, the facility plan must address the feasibility of using reclaimed water as defined in RCW 90.46.010.
- The report must contain any appropriate requirements as described in the following guidance documents:
 - Criteria for Sewage Works Design (Washington State Department of Ecology, Publication No. 98-37 WQ, 2008)
 - Design Criteria for Municipal Wastewater Land Treatment Systems for Public Health Protection (Washington State Department of Health, 1994)
 - Guidelines for Preparation of Engineering Reports for Industrial Wastewater Land Application Systems (Washington State Department of Ecology, Publication No. 93-36, 1993)
 - Water Reclamation and Reuse Standards (Washington State Department of Ecology and Department of Health Publication No. 97-23, 1997)
- To ensure eligibility for Department of Ecology funding, the Facility Plan must include either SERP, NEPA, or both.

REASONS FOR AMENDMENT NO. 1:

Amendment No. 1 to Task Order No 2020-02 revises the Time of Performance and the Fee for Services to reflect the extended schedule and increased scope needed to address water reuse and revised treatment process requirements to improve BOD removal and handling of solids. Additional services also included the following:

- Report revisions needed due to significant changes in industrial discharges after the WWTP loadings were originally estimated and treatment needs identified. Several chapters of the report were revised to incorporate the updated loadings and adjustments to the proposed treatment improvements.
- Preparation of an Ecology project summary and identification of financing needs, including completion of an Ecology small community wastewater needs survey in preparation for future Ecology funding.
- Development of an energy savings analysis used to identify measures to reduce power demands in the existing lagoons once long-term treatment needs were established.

- Efforts to address reclaimed water needs specific to the Washington State Department of Fish and Wildlife (WDFW). Historically, WDFW received water seasonally from Grandview, but the new proposal is to send them water year-round. Potential discharge volumes were identified, and delivery methods established.
- Sludge drying bed improvements were advanced concurrent with preparation of the Facility Plan. Added coordination was required and a portion of the sludge drying bed preliminary planning was included in the Facility Plan efforts.
- Report revisions needed to accommodate sludge handling procedures based on available personnel, updated equipment capacity limitations, and revised sludge volumes.

TIME OF PERFORMANCE:

The Time of Performance included in Task Order No. 2020-02 shall be amended as follows:

1.0 Prepare Facility Plan

Following the authorization to proceed, HLA will complete the "draft" Facility Plan by September 30, 2022. HLA will complete the "Final" Facility Plan within sixty (60) calendar days following receipt of all CITY and Ecology comments on the "draft" document.

FEE FOR SERVICE:

The Fee for Service included in Task Order No. 2020-02 shall be amended as follows:


1.0 Prepare Facility Plan

All work for Prepare Facility Plan services shall be performed for the Lump Sum fee of \$104,000 (\$64,000 original fee plus \$40,000 for Amendment No. 1).

2.0 Additional Services

Additional work requested by the CITY not included in this Task Order Amendment No. 1 shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform the 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

11/2/2022
 Date

Approved:

 City of Grandview
 Gloria Mendoza, Mayor

 Date

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

ITEM TITLE Resolution adopting the updated Water System Plan	AGENDA NO.: New Business 4 (B) AGENDA DATE: November 22, 2022
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Cus Arteaga, City Administrator/Public Works Director


MAYOR

CITY ADMINISTRATOR





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

An approved Water System Plan (WSP) is required by the Department of Health (DOH) and must be updated prior to the plan approval expiration date (formerly every 6 years, now every 10 years). In addition, the City must have an approved WSP in order to qualify for grants, state and/or federal funding.

The draft WSP update was presented at the Committee-of-the-Whole meeting on January 25, 2022 for Council and public review and discussion. DOH completed their review of the draft plan and returned comments to the City on June 28, 2022. DOH comments were addressed, and a second draft WSP was returned to DOH for review on October 17, 2022.

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.

The 2016 Water System Plan (WSP) expired April 8, 2022. An updated draft plan has been prepared and reviewed by the City and DOH.

The WSP update meets DOH requirements and includes the following:

- ❖ Maintenance projects
- ❖ Compliance improvements
- ❖ Improvements to accommodate growth
- ❖ The requirement to drill a new well
- ❖ The requirement to construct an additional water reservoir
- ❖ A water system financial analysis and estimate of revenue needs to construct recommended system improvements.

DOH has notified the City that all comments have been addressed and they are ready to approve the final draft WSP update upon formal adoption by the City Council.

ACTION PROPOSED

Move a resolution adopting the updated Water System Plan to the next regular Council meeting for consideration.

RESOLUTION 2022-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ADOPTING THE UPDATED WATER SYSTEM PLAN**

WHEREAS, water systems with 1,000 or more services are required to have a water system plan approved by the Department of Health; and

WHEREAS, the City of Grandview has undertaken a comprehensive planning effort to update its Water System Plan; and

WHEREAS, the City has updated its Water System Plan in compliance with rules and regulations of the Department of Health; and

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

The "City of Grandview 2022 Water System Plan Update" as prepared by HLA Engineering and Land Surveying, Inc., is hereby adopted as the City's Water System Plan.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

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

ITEM TITLE Ordinance amending Grandview Municipal Code Section 13.28.160 Extension of Water Mains/Sewer Lines (Latecomer Agreements)	AGENDA NO.: New Business 4 (C) AGENDA DATE: November 22, 2022
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR


MAYOR




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

Latecomer agreements, also referred to as recovery contracts, reimbursement agreements, or assessment reimbursement contracts, allow a property owner who has installed street or utility improvements to recover a portion of the costs of those improvements from other property owners who later develop property in the vicinity and use the improvements.

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.

The State of Washington updated the provisions found in Chapter 35.91 RCW – Municipal Water and Sewer Facilities Act. Said changes necessitate the need for the City to update Grandview Municipal Code (GMC) Section 13.28.160 Extension of Water Mains/Sewer Lines pertaining to latecomer agreements. From review and comparison of the GMC with the RCW, staff recommends the following revisions to the GMC be considered:

- Paragraph 13.28.160 B.: Change the 15-year reimbursement period to 20 years to match the RCW.
- Paragraph 13.28.160 B.: Add the following, "The contract shall include additional provisions as described in RCW 35.91.020."
- Paragraph 13.28.160 C. 1.: In the second sentence, remove the wording "which rate would be reduced one-fifteenth each year to compensate the latecomer for the life of the line."

ACTION PROPOSED

Move an ordinance amending Grandview Municipal Code Section 13.28.160 Extension of Water Mains/Sewer Lines (Latecomer Agreements) to the next regular Council meeting for consideration.

ORDINANCE NO. 2022-_____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 13.28.160 EXTENSION OF
WATER MAINS/SEWER LINES (LATECOMER AGREEMENTS)**

WHEREAS, the State of Washington updated the provisions in Chapter 35.91 RCW – Municipal Water and Sewer Facilities Act pertaining to latecomer agreements; and

WHEREAS, the City deems it necessary to amend Grandview Municipal Code Section 13.28.160 Extension of Water Mains/Sewer Lines to incorporate the updated provisions;

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

SECTION 1. Grandview Municipal Code Section 13.28.160 Extension of Water Mains/Sewer Lines, which reads as follows:

13.28.160 Extension of water mains/sewer lines.

When an applicant requests water and sewer service to property lying within the city limits or within 10 miles of the city limits, but which previously has no water main or sewer line in the adjacent street or alley, a water main and/or sewer collection line may be constructed and approved in accordance with the current city resolution or ordinance setting forth utility line standards of materials, installation, construction, connection, inspection and other related requirements. Such installation shall be made as follows:

A. The owner(s) of the property to be served shall bear the expense of the utility line extension, except, in the event the city desires to oversize the line to be installed, the city shall pay the difference in cost of the pipe and fittings required above the standard size required. If the utility line is to be installed in the city right-of-way or easement by city personnel, or under contract let by the city, the owner(s) shall first submit detailed plans prepared by a professional engineer, for approval by the city. The city's director of public works shall estimate the expense of labor, equipment, materials, inspection, record drawings and overhead, and the total of such estimated cost shall be paid to the city treasurer prior to the commencement of the utility line extension and installation. If the estimated cost does not cover the cost of such installation, the deficit shall be paid to the city treasurer within 60 days of the completion of the project. The deficit shall become a lien on the property of the applicant. Any excess funds over those required to complete the project shall be returned to the owner(s).

B. The mayor, with the approval of the city council, is authorized to contract with the owner(s) of the property to be improved to provide a means for recovering a portion of the cost of the utility line extension by means of a latecomer charge to the owner(s) of property abutting upon the utility line extension who did not share the cost of construction and installation, but who may wish to connect with such utility line extension service within 15 years following the date of completion of the utility line extension. The contract shall be

recorded in the office of the Yakima County Auditor, and such contract shall set forth the legal description of the abutting properties and the amount of the latecomer charges for such property.

C. The contracted latecomer charges shall be based upon the following formula:

1. The total cost of the line extension, less oversizing costs borne by the city, shall be divided by the square footage of the entire area capable of being served. Latecomer charges shall be based upon the square footage to be serviced which rate would be reduced one-fifteenth each year to compensate the latecomer for the life of the line. Any latecomer charges are in addition to connection fees and costs.

2. In no event shall the owner/developer be reimbursed through latecomer charges in excess of the initial cost less his pro rata share of the area owned by his property being serviced.

D. Any portion of a proposed utility line extension, which is located upon private property, shall be installed strictly in accordance with city specifications by a competent contractor at the expense of the owner(s). In addition, the owner(s) shall pay to the city all costs of an inspection designated by the city for the performance of all utility line installation inspections which are deemed necessary by the director of public works and such as are required under applicable ordinances and resolutions of the city.

For any utility line constructed on private property, the city shall require that an easement for access to the utility line extension be granted and conveyed to the city prior to commencement of construction and installation. The width of such easement shall be minimum of 15 feet, seven and one-half feet on each side of the centerline of the utility line, or such additional width as the city may require to provide proper separation of sewer and water lines, and to provide sufficient width in the case of unusual requirements caused by geographical terrain or installation depth features. The easement shall provide that the grantor shall not construct any building or structures within the easement without first obtaining the written approval of the city's director of public works.

E. The owner(s) of the property who desire an extension of the city water main and/or sewer lines may choose to have the installation made by the formation of a local improvement district (LID) as prescribed by law when applicable.

F. The city shall own and maintain all utility line extensions located upon city property, rights-of-way and easements and the owner shall, concurrently with the execution of a latecomer agreement, conveying free and clear of all encumbrances to the city the water or sewer system, along with rights-of-way or easements along with access to maintain the same.

G. Owner shall by agreement, either correct defective work, or if rejected by the city, remove and replace it with non-defective work for a period of one year from the date of said latecomer agreement.

Is hereby amended to read:

13.28.160 Extension of water mains/sewer lines.

When an applicant requests water and sewer service to property lying within the city limits or within 10 miles of the city limits, but which previously has no water main or sewer line in the adjacent street or alley, a water main and/or sewer collection line may be constructed and approved in accordance with the current city resolution or ordinance setting forth utility line standards of materials, installation, construction, connection, inspection and other related requirements. Such installation shall be made as follows:

A. The owner(s) of the property to be served shall bear the expense of the utility line extension, except, in the event the city desires to oversize the line to be installed, the city shall pay the difference in cost of the pipe and fittings required above the standard size required. If the utility line is to be installed in the city right-of-way or easement by city personnel, or under contract let by the city, the owner(s) shall first submit detailed plans prepared by a professional engineer, for approval by the city. The city's director of public works shall estimate the expense of labor, equipment, materials, inspection, record drawings and overhead, and the total of such estimated cost shall be paid to the city treasurer prior to the commencement of the utility line extension and installation. If the estimated cost does not cover the cost of such installation, the deficit shall be paid to the city treasurer within 60 days of the completion of the project. The deficit shall become a lien on the property of the applicant. Any excess funds over those required to complete the project shall be returned to the owner(s).

B. The mayor, with the approval of the city council, is authorized to contract with the owner(s) of the property to be improved to provide a means for recovering a portion of the cost of the utility line extension by means of a latecomer charge to the owner(s) of property abutting upon the utility line extension who did not share the cost of construction and installation, but who may wish to connect with such utility line extension service within 45 20 years following the date of completion of the utility line extension. The contract shall be recorded in the office of the Yakima County Auditor, and such contract shall set forth the legal description of the abutting properties and the amount of the latecomer charges for such property. The contract shall include additional provisions as described in RCW 35.91.020.

C. The contracted latecomer charges shall be based upon the following formula:

1. The total cost of the line extension, less oversizing costs borne by the city, shall be divided by the square footage of the entire area capable of being served. Latecomer charges shall be based upon the square footage to be serviced ~~which rate would be reduced one fifteenth each year to compensate the latecomer for the life of the line.~~ Any latecomer charges are in addition to connection fees and costs.

2. In no event shall the owner/developer be reimbursed through latecomer charges in excess of the initial cost less his pro rata share of the area owned by his property being serviced.

D. Any portion of a proposed utility line extension, which is located upon private property, shall be installed strictly in accordance with city specifications by a competent contractor at the expense of the owner(s). In addition, the owner(s) shall pay to the city all costs of an inspection designated by the city for the performance of all utility line installation inspections which are deemed necessary by the director of public works and such as are required under applicable ordinances and resolutions of the city.

For any utility line constructed on private property, the city shall require that an easement for access to the utility line extension be granted and conveyed to the city prior to commencement of construction and installation. The width of such easement shall be minimum of 15 feet, seven and one-half feet on each side of the centerline of the utility line, or such additional width as the city may require to provide proper separation of sewer and water lines, and to provide sufficient width in the case of unusual requirements caused by geographical terrain or installation depth features. The easement shall provide that the grantor shall not construct any building or structures within the easement without first obtaining the written approval of the city's director of public works.

E. The owner(s) of the property who desire an extension of the city water main and/or sewer lines may choose to have the installation made by the formation of a local improvement district (LID) as prescribed by law when applicable.

F. The city shall own and maintain all utility line extensions located upon city property, rights-of-way and easements and the owner shall, concurrently with the execution of a latecomer agreement, conveying free and clear of all encumbrances to the city the water or sewer system, along with rights-of-way or easements along with access to maintain the same.

G. Owner shall by agreement, either correct defective work, or if rejected by the city, remove and replace it with non-defective work for a period of one year from the date of said latecomer agreement.

SECTION 2. This ordinance shall be in full force and effect 5 days after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

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

ITEM TITLE	AGENDA NO.: New Business 4 (D)
Resolution approving Task Order No. 2022-06 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road and McCreadie Road Utilities	AGENDA DATE: November 22, 2022
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Public Works Department	

DEPARTMENT DIRECTOR REVIEW
Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR




MAYOR


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

The City received funding from the Supporting Investments in Economic Development (SIED) Advisory Board for new domestic water and sanitary sewer improvements to the Wine Country Road and McCreadie Road intersection. The utility project will include approximately 700 linear feet of new sanitary sewer main, manholes and connections to existing sewer mains, and approximately 200 linear feet of new domestic water main, including connections to existing water mains and related work. The Wine Country Road and McCreadie Road Utilities project will be completed as a part of two separate schedules of work during the Transportation Improvement Board (TIB) Wine Country Road and McCreadie Road Roundabout project: one schedule for domestic water system improvements, and one for sanitary sewer system improvements. Engineering design work will begin immediately following Task Order approval. Construction is anticipated to occur in 2023.

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. 2022-06 with HLA Engineering and Land Surveying, Inc., to provide professional engineering and land surveying services for the Wine Country Road and McCreadie Road Utilities. The estimated fees for services in the amount of \$40,400 (\$10,100 for water system improvements and \$30,300 for sewer system improvements).

ACTION PROPOSED

Move a resolution approving Task Order No. 2022-06 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road and McCreadie Road Utilities to a regular Council meeting for consideration.

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2022-06 WITH HLA ENGINEERING AND
LAND SURVEYING, INC., FOR THE WINE COUNTRY ROAD AND
MCCREADIE ROAD UTILITIES**

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 and land surveying services for the Wine Country Road and McCreadie Road Utilities,

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. 2022-06 with HLA Engineering and Land Surveying, Inc., to provide professional engineering and land surveying services for the Wine Country Road and McCreadie Road Utilities with a total fee for services in the amount of \$40,400 (\$10,100 for water system improvements and \$30,300 for sewer system improvements) 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 _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2022-06

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Wine Country Road and McCreadie Road Utilities
HLA Project No. 22202E

The City of Grandview (CITY) has received funding from the Supporting Investments in Economic Development (SIED) Advisory Board for new domestic water and sanitary sewer improvements to the Wine Country Road and McCreadie Road intersection. The utility project will include approximately 700 linear feet of new sanitary sewer main, manholes and connections to existing sewer mains, and approximately 200 linear feet of new domestic water main, including connections to existing water mains and related work. The Wine Country Road and McCreadie Road Utilities project will be completed as a part of two separate schedules of work during the Transportation Improvement Board (TIB) Wine Country Road and McCreadie Road Roundabout project: one schedule for domestic water system improvements, and one for sanitary sewer system improvements. 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 Engineering and Land Surveying, Inc. (HLA) will provide professional engineering and land surveying services for the Wine Country Road and McCreadie Road Utilities project (PROJECT). HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and estimate) for the utility improvements alongside the package for the Wine Country Road and McCreadie Road Roundabout project. 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 Perform field investigations as necessary to design the identified improvements.
- 1.2 Call for utility locates prior to survey and perform topographic survey of the PROJECT area as required to complete design, plans, and specifications.
- 1.3 Prepare site topographic survey in AutoCAD format showing field-located improvements and utilities.
- 1.4 Attend two (2) design meetings with the CITY to obtain input regarding existing and proposed improvements.
- 1.5 Prepare final utility improvement plan sheets and specifications and incorporate them into the bid package for the Wine Country Road and McCreadie Road Roundabout project. This includes a complete plan set with plan sheets, construction notes, and plan details.
- 1.6 Prepare final engineer's estimate of construction cost.
- 1.7 Prepare final PROJECT specifications.

- 1.8 Submit final documents to the CITY for review and approval.
- 1.9 Incorporate CITY review comments and provide final construction documents for bidding approval.
- 1.10 Prepare the advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees to be paid by the CITY.
- 1.11 Post contract documents to HLA website for potential bidders and plan center access and maintain planholder list.
- 1.12 Notify dry utility companies of pending construction, including power, cable, natural gas, and telephone and direct them to HLA website for plans and specifications.
- 1.13 Prepare any required addenda to contract documents, if necessary.
- 1.14 Answer questions during bidding from prospective bidders.
- 1.15 Attend PROJECT bid opening, check and tabulate bids, and make recommendation of award to lowest responsible bidder.
- 1.16 Prepare administrative documents to the appropriate agencies which have jurisdiction over funding, design, and construction of the PROJECT.

2.0 Construction Engineering

- 2.1 Following award of the Contract by the CITY, prepare and transmit Notice of Award to the Contractor.
- 2.2 Coordinate execution of construction contract with CITY and Contractor, including review of bond and insurance requirements.
- 2.3 Coordinate and conduct preconstruction conference with the CITY, Contractor, private utilities, and affected agencies followed by issuance of Notice to Proceed.
- 2.4 Furnish the field survey crew to set horizontal and vertical control for the PROJECT, including construction staking.
- 2.5 Provide submittal review for PROJECT materials as provided by the Contractor per the PROJECT specifications.
- 2.6 Review materials testing results for compliance with the PROJECT plans and specifications.
- 2.7 Furnish a qualified resident engineer (inspector) to observe PROJECT construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 2.8 Interpret plans and specifications when necessary.
- 2.9 Administer coordinated construction progress meetings for the PROJECT and the Wine Country Road and McCreddie Road Roundabout project. Construction meetings are anticipated to be a maximum of one (1) per week throughout the construction duration.
- 2.10 Perform measurement and computation of pay items, prepare, and file progress reports for the PROJECT with the CITY. Recommend progress payments monthly for the Contractor to the CITY.
- 2.11 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.

- 2.12 Prepare and submit proposed contract change orders when applicable.
- 2.13 Conduct final PROJECT walk-through inspection with the CITY and Contractor and prepare final punch list of items to be corrected by the Contractor and provide to the CITY.
- 2.14 Prepare and furnish record drawings and field notes of all completed work in accordance with PROJECT field records provided by the resident engineer.
- 2.15 Prepare administrative documents for the appropriate agencies which have jurisdiction over funding, design, and construction of the PROJECT.

3.0 Additional Services

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

4.0 Items to be Furnished and Responsibility of CITY

- 4.1 Provide full information as to CITY requirements of the PROJECT.
- 4.2 Pay for PROJECT advertising, notices or other publication as may be required by the funding source.
- 4.3 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.
- 4.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 4.5 Obtain approval of all governmental authorities with 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

Final plans, specifications, opinion of cost, and bidding services will be provided in conjunction with the Wine Country Road and McCreadie Road Roundabout TIB project schedule.

2.0 Construction Engineering

Construction services for the PROJECT will be provided in conjunction with the Wine Country Road and McCreadie Road Roundabout TIB project following award of the contract and Notice to Proceed. The utility improvements will add an additional twenty (20) working days to the eighty (80) working days allotted for the construction of the Wine Country Road and McCreadie Road Roundabout project for a total of one hundred (100) working days.

3.0 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:

For services described in this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The maximum amounts listed below may be revised only by written agreement of both parties.

1.0 Design Engineering

All work for Design Engineering services shall be performed for the Lump Sum fee of \$40,400.00 (\$10,100.00 for water system improvements and \$30,300.00 for sewer system improvements).

2.0 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 \$40,400.00 (\$10,100.00 for water system improvements and \$30,300.00 for sewer system improvements). If the Contractor is granted additional working days beyond those identified in the Time of Performance, that work shall be considered Additional Services.

3.0 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: Theodore W. Pooler 11/10/22
HLA Engineering and Land Surveying, Inc. Date
Theodore W. Pooler, PE, Vice President

Approved: _____ Date _____
City of Grandview
Gloria Mendoza, Mayor

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

ITEM TITLE Resolution authorizing application to the Washington State Department of Health Drinking Water State Resolving Fund (DWSRF) for a construction loan to fund a new water reservoir	AGENDA NO.: New Business 4 (E) AGENDA DATE: November 22, 2022
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR

C. Arteaga
MAYOR

Guillermo Mendez

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

New Water Storage Reservoir Improvements – The City's water system needs additional reservoir storage capacity. This improvement project was identified in the updated Water System Plan. During the October 24, 2022, Special Budget Meeting, the project was discussed as an important upcoming improvement. Preliminary discussions have begun with the Grandridge Development property owner to acquire property needed to construct the proposed new reservoir.

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.

The Department of Health was currently accepting applications through the Drinking Water State Revolving Fund (DWSRF) construction loan program. Applications are due by November 30, 2022. The proposed reservoir storage improvement project was estimated to cost about \$11.8 million. This project was planned to be funded through a combination of City reserves and low-interest loans. It is recommended that Council authorize City staff to apply for up to \$9 million in DWSRF construction loan funding for this project.

ACTION PROPOSED

Move a resolution authorizing application to the Washington State Department of Health Drinking Water State Resolving Fund (DWSRF) for a construction loan to fund new water storage reservoir improvements to the regular Council meeting for consideration.

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING APPLICATION TO THE WASHINGTON STATE DEPARTMENT
OF HEALTH DRINKING WATER STATE REVOLVING FUND (DWSRF)
FOR A CONSTRUCTION LOAN TO FUND NEW WATER STORAGE
RESERVOIR IMPROVEMENTS**

WHEREAS, the Washington State Department of Health Drinking Water State Revolving Fund (DWSRF) makes funds available to drinking water systems to pay for infrastructure improvements; and,

WHEREAS, the DWSRF program provides low-interest preconstruction and construction loans to publicly owned (municipal) drinking water systems to cover capital improvements that increase public health and compliance with drinking water regulations; and,

WHEREAS, the City's Water System Plan identified Major Capital Improvements to include construction of new water storage reservoir improvements; and,

WHEREAS, the City Council wishes to authorize application to the Drinking Water State Revolving Fund (DWSRF) for a construction loan to be used to fund new water storage reservoir improvements,

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

The Public Works Director is authorized to submit an application to the Washington State Department of Health Drinking Water State Revolving Fund (DWSRF) for a construction loan in the amount of \$9,000,000 to fund new water storage reservoir improvements.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Anita Palacios

From: Tamara Hayward <tamara.hayward@yvcog.org>
Sent: Wednesday, November 2, 2022 9:37 AM
To: Gloria Mendoza; Cus Arteaga
Cc: Anita Palacios; kal.fuller@grandviewpd.us
Subject: YVCOG 2023 Assessment Letter
Attachments: GV 2023 Assessment Letter.pdf; Crime Lab Letter.pdf; Sheriff Udell to Elected Officials.pdf; Professional Services Agreement Local Crime Lab.pdf

Importance: High

CAUTION: External Email

Good morning,

Attached is YVCOG's annual Assessment Letter – your actual invoice will be sent out during the first week of December. Also attached is a letter explaining the Local Crime Lab, a letter from Sheriff Udell in support of the Local Crime Lab, and a Professional Services agreement for your city council's review. If your city would like to take part in this opportunity, please complete the PSA form and return it to YVCOG.

Please feel free to reach out to our office with any questions or concerns.

Thank you!
Tami

Tami Hayward, Finance Specialist

Yakima Valley Conference of Governments
311 N. 4th Street, Suite 204
Yakima, WA 98901
Phone: 509-574-1550 / Direct: 509-759-7987





October 21, 2022

Gloria Mendoza, Mayor
City of Grandview
207 West 2nd Street
Grandview, WA 98908

Dear Mayor Mendoza:

The Yakima Valley Conference of Governments (YVCOG) General Membership adopted the 2023 YVCOG Budget on October 19, 2022 (Resolution 2022-01), by a unanimous vote. The City of Grandview's voting member was in attendance.

Yakima Valley Conference of Governments Articles of Association states *the sources of funding for operation of the Conference shall be the following:*

- (a) *Annual assessment to member agencies*
- (b) *Contracted fees*
- (c) *Grants, donations, or other sources*

With your membership, you have the ability to access resources for programs and services offered through YVCOG.

The General Assessment rate for 2023 is \$0.514 per capita. Increases or decreases in membership assessments are attributable to population changes as well as a member jurisdiction required non-federal matching funds for federal transportation project funding.

The City of Grandview's assessment for 2023 is \$5,664.00
The City of Grandview's non-federal match for 2023 is \$3,607.00

Yakima Valley Conference of Governments Articles of Association also states *the Conference shall further consider other specific subjects of mutual concern to the various participants in the Conference when requested to do so from time to time by participants in the Conference or when, in the opinion of the representatives of the Conference, it appears that other plans and programs should be developed as being in the best interests of the public served by the participants in the Conference.*

The membership's priority for public safety *in the best interest of the public served* has developed a program for services to law enforcement. The services will be offered through a Local Crime Lab.

Each member can participate in the services offered by the Local Crime Lab by signing a Professional Service Agreement and submitting the agreement and payment to YVCOG.

The City of Grandview's Local Crime Lab cost for 2023 is \$10,280.00

Payments are due in full, unless otherwise agreed upon, by January 31, 2023.

Please call if you have any questions.

Sincerely,



Digitally signed by Chris Wickenhagen
DN: cn=Chris Wickenhagen, o=YVCOG, ou,
email=Chris.Wickenhagen@yvco.org, c=US
Date: 2022.11.03 09:02:07 -0700

Christina Wickenhagen
Executive Director

CMW:th

Enclosure

cc: Cus Arteaga, City Administrator

cc: Kal Fuller, Chief of Police

November 1, 2022

Dear Elected Official:

Yakima Valley Conference of Governments has been working throughout 2022 to offer a Local Crime Lab for the region's law enforcement agencies. It has been a pleasure working with some of the communities' most dedicated public servants, your Police Chiefs, and our Elected Sheriff. We have taken a year listening to the needs that local departments have in combating crime and developed the Local Crime Lab to the specifications they expressed.

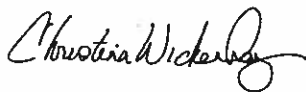
The statement we heard over and over was we need to collaborate, pool funds, and be able to have local control over urgently needed resources to improve public safety. As we listened to their comments, we knew YVCOG could offer this opportunity for them.

By allowing the law enforcement authority over a program administered through YVCOG, the technology and staff costs could be shared, offering additional resources, and enhancing capabilities within their own agency. In addition to forensic programs, sharing data and intelligence and a unified approach will allow officers to work in an integrated manner like never before.

The Local Crime Lab was developed to improve public safety. YVCOG understands your criminal justice budget keeps increasing. We understand each municipality's match in the Local Crime Lab is another cost in your budget. YVCOG will continue to seek additional funding to support the operations after the ARPA grant is closed out in 2026. We will continually review and measure the success for the Crime Lab with your Chief to ensure it is delivering for our communities.

It is with pleasure I offer the Professional Service Agreement for your participation in the Local Crime Lab. I would personally like to thank the valley's Police Chiefs, Sheriff, Prosecuting Attorney, Coroner, Washington State Crime Lab, Alcohol, Tobacco, and Firearms, my Deputy Director, International Association of Law Enforcement Intelligence Analysts, Triple Base Consulting LLC, and the Executive Committee for answering our unending questions and for your support and perseverance through this program's development.

I look forward to serving you with the new Local Crime Lab.



Chris Wickenhagen
Executive Director



YAKIMA COUNTY SHERIFF'S OFFICE

ROBERT UDELL, Sheriff

P.O. Box 1388 Yakima, Washington 98907 TELEPHONE: (509) 574-2500 FAX: (509) 574-2601

To: Mayors and City Council Members

From: Sheriff Robert Udell

Date: October 24, 2022

RE: Local Crime Lab

Dear Elected Officials:

The Yakima County Sheriff's Office is pleased to inform you the County Commissioners voted 3-0 to approve the \$2.8M contract with Yakima Valley Conference of Governments to administrate the Local Crime Lab for the region's law enforcement agencies.

As the elected Sheriff of Yakima County, my duty is to oversee public safety for our valley. I monitor our local agencies and trends in law enforcement closely, and work with all our valley's departments. My most important concerns have been regarding access to local technology and resources, delayed services from the state crime lab, and increasing scrutiny on agencies regarding evidence processing. I am of the strongest opinion that for our valley to improve public safety, we will need to work together, combine resources, pursue enhanced technology, and start taking matters into our own hands instead of relying only on the State any longer. No one can be counted on to help us: We must work together to make a difference!

After much discussion, the majority of county police chiefs, the prosecutor, and myself have come to a consensus that YVCOG is in a unique position to assist our collaborative effort to create a shared crime lab for several reasons.

Courts across the nation are moving toward requiring an independent, 3rd party to offer evidence and expert testimony in court. The independence of this program will eliminate any perceived conflict of interest or bias of crime lab staff. Across the country, it is best practice to have crime labs not beholden to law enforcement agencies based on their employment. *The investigative work performed in an independent agency will eliminate this concern.*

The services offered through a neutral party provides an equal playing field for all municipalities. If the services were under one agency, whether it was true or not, perception would be that the home agency's evidence would take priority over the rest. *And honestly, the opportunity and desire would be there for that agency to prioritize their cases. It is just human nature.*

Single agency control would mean that agency's governing body would make decisions for all participating agencies. Commissioners, one City's Council, or even a single Police Chief could just unilaterally decide to not fill a "shared" position. The other municipalities would have no voice or mechanism to ensure shared programs could continue for the remaining interested agencies. *The goal is for this effort to be enduring and stable!*

YVCOG already performs neutrally administered programs for our region as the legal and administrative entity for the valley. YVCOG has been providing services of mutual concern under the Interlocal Cooperation Act since 1966. The legal framework is described in RCW 39.34.030.

YVCOG already applies for and administers grants and has the capacity to manage what is very difficult for police agencies to administer. Law enforcement agencies are already experiencing staff shortages, and having the administration performed for us will allow law enforcement to focus on public safety.

YVCOG will provide multi-jurisdictional participation in a manner that provides greater expertise and lower costs to the member jurisdictions. The only way this program is affordable for all the agencies is by sharing the cost. No single agency can afford the level of service this program will provide. *But the best part is that by sharing costs, the overall benefits to all participating agencies and our communities is increased!*

The operations of the program will fall under the joint authority of law enforcement in a coordinated, multi-jurisdictional effort. The mission of the Local Crime Lab services will be to enhance and support faster investigations, bolster cases to support stronger prosecutions, eliminate long court delays, and provide expert testimony for local detectives to reduce costs. Trained forensic staff will process rapid DNA, bullet casings, and access criminal cell phone/computer data.

Sharing data and intelligence that is collected in a unified and integrated manner will enhance how local law enforcement works together to utilize their limited resources by conducting precision policing to interrupt crime. The first commitment is to identify criminal patterns and trends.

Forensic lab tools, located here in the Yakima Valley, will be offered to law enforcement agencies to assist in evidence-based decisions as detectives work through a case. The evidence processing equipment provides means to determine the risk level of an individual, or just as important, provide forensic evidence of a person's innocence. Families of victims and victims deserve resolution in a timely manner. The Local Crime Lab services program would assist in this goal for victims.

Currently, all of Yakima County's law enforcement agencies utilize lab services, either through the WSP managed state crime lab or private labs, that are out of our area and out of our control. We literally have no say in those lab's priorities. *This initiative is a local effort, managed locally!*

The \$2.8M ARPA grant has provided the necessary funds to stand-up the Local Crime Lab services program for the first four years. Our valley law enforcement agencies do not have the resources, individually or collectively, to start a Local Crime Lab services program without utilizing these ARPA funds. The funding will purchase equipment, hire and train staff, provide for operational costs, and support all Yakima Valley communities with adequate tools to decrease high crime rates. During the four years ARPA funds are being utilized to initiate and operate this program, municipalities are asked to contribute a match to support these services beyond the four-year grant period.

For these reasons, I fully support the Local Crime Lab services program at YVCOG and ask for your support in supplying the match funding.

Sincerely,



Robert Udell

Sheriff, Yakima County Sheriff's Office

RESOLUTION NO. 2022-____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICE AGREEMENT
WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS FOR THE
YAKIMA VALLEY LOCAL CRIME LAB**

WHEREAS, the City of Grandview wishes to enter into a Professional Service Agreement with the Yakima Valley Conference of Governments for the Yakima Valley Local Crime Lab,

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

The Mayor is hereby authorized to sign the Professional Service Agreement with the Yakima Valley Conference of Governments for the Yakima Valley Local Crime Lab in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**YAKIMA VALLEY LOCAL CRIME LAB
PROFESSIONAL SERVICE AGREEMENT**

THIS PROFESSIONAL SERVICE AGREEMENT (“Agreement”), entered into this ____ day of _____, 2022 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of Grandview, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City") (together the “Parties”), acting herein by Gloria Mendoza, Mayor, hereunto duly authorized:

RECITALS

WHEREAS, the Conference and participating local governmental entities have determined that there is a mutual benefit in developing and maintaining a regional crime preventative program, sharing information, and coordinating services on a regional basis and providing for the centralized administration of a Local Crime Lab and everyone recognizes the shared benefit thereof;

WHEREAS, the Conference possesses staff and facilities to develop and administer a mutual Local Crime Lab for the collective benefit of participating members consisting of county and local municipal entities; and

WHEREAS, the City and Conference desire to enter into this contract for the purpose of establishing, developing, and administering a Local Crime Lab;

WHEREAS, the City has determined that a need exists and through a cooperative regional resource for gathering, maintaining, and facilitating local and regional information and services a benefit provided;

WHEREAS the Conference is the subrecipient of the Federal American Rescue Plan Act (ARPA) of 2021 which is providing grant funding for the purposes of assisting with the development of this regional crime preventative program; and,

WHEREAS, the City is desirous of contracting with the Conference for administrative and other services related to a regional crime preventative program and Local Crime Lab.

NOW THEREFORE, the Parties do mutually agree as follows:

1. Services to be Provided by the Parties:

- a. The Conference shall protect the purpose of this Agreement which is to stand up a regional crime lab with forensic equipment and expertise in a manner consistent with the activities more specifically laid out in the Scope of Work (Attachment A to this Agreement), subject to modifications deemed necessary for the development and maintenance of a Local Crime Lab.
- b. The City will provide such assistance, information, and data as may be reasonably required to support the objectives set forth in the Scope of Work and to develop and maintain a supportive regional crime preventative program.

- c. The success of the Local Crime Lab is contingent upon the City's good faith participation and cooperation with the Conference in developing, maintaining, and administrating the Local Crime Lab. The City agrees to cooperate and support the development of the program including the division of information, data, and other materials reasonably necessary or supportive of the collective commitment of participating entities.

2. Time of Performance:

The effective date of this contract shall be the date the Parties sign and complete execution of the contract. Three-year funding by ARPA provides funding for the development and induction of the program. This is a one (1) year contract, but the Parties recognize and agree that the collective intent of the participating entities is to establish and maintain a program that will support the region and local communities over a sustained period of time.

3. Consideration:

- a. The City shall share the cost of developing the program based upon a three-year budget as more particularly set forth in Attachment B which is for all allowable costs and expenses in furtherance of the Scope of Work.
 - i. Reimbursement under this contract shall be based on an annual budget and assessed on a per capita basis. The assessment for 2023, 2024, and 2025 is detailed in Attachment B to this Agreement, which sets forth the projected budgets. The projected budgets are based on City's population.
 - ii. Year 2026 will be supported by appropriate documentation of costs actually incurred annually before October 31, 2025. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual requirements necessary to carry out the purposes of this Agreement.
 - iii. Assessments for periods after the first three years, beginning in year 2026, should be determined by the annual budget and divided on a pro rata basis which is determined in proportion to City's population.
- b. Funding and support of the program in subsequent years is upon the City's determination and appropriation of funds will go to support the activities described in this Contract. The renewal of the City's participation in the program shall be determined annually but it is recognized that the intent is to establish a cooperative and mutually beneficial Local Crime Lab that supports both the region and participating municipalities.

4. Maintenance of Records:

- a. The Conference shall maintain complete and accurate records of all business and activities under this Agreement as it relates to the development, operation, and financial records for the program. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance. During the term of this Agreement and per state law for seven years following termination or expiration of this Agreement, the Parties shall maintain records

sufficient to:

- i. Document performance of all acts required by law, regulation, or this Agreement;
 - ii. Maintain accounting procedures, practices, and records that sufficient and properly document the Conference's invoices and all expenditures made by the Conference to perform as required by this Agreement; and
 - iii. For the same period, the Conference shall maintain records sufficient to substantiate the Conference's statement of its organization's structure, tax status, capabilities, and performance.
- b. The Conference shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Conference records with respect to matters covered by this Agreement shall be subject to examination by the State Auditor.
 - c. The Conference shall make available to City a copy of audit report, recommendations, and findings upon written request. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.
 - d. The Conference is responsible for any audit expenses incurred in any audit and any such expenses are normal and reasonable charges to the program. The Conference shall make available financial and other components of the work and services provided as part of the project and this Agreement upon the City's written request.

The City and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records, and books of the Conference involving transactions related to this local program and contract.

5. Relationship:

The relationship of the Conference to the City shall be that of an independent contractor rendering professional services. The Conference shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Conference.

The Parties agree that, for the purposes of this Agreement, the Conference is an independent contractor and neither the Conference nor any employee of the Conference is an employee of the City. Neither the Conference nor any employee of the Conference is entitled to any benefits that the City provides its employees. The Conference is solely responsible for payment of any statutory workers' compensation or employer's liability insurance as required by state law.

6. Breach, Termination, and Dispute Resolution:

- a. If the Conference fails to comply with the terms and conditions of this Agreement, the City may

pursue such remedies as set forth herein, including, but not limited to, termination of the contract between Parties in the manner specified herein.

- b. **Failure/Breach** – If the Conference fails to comply with the terms and conditions of this Agreement, or City asserts a material breach of obligations under the Parties’ contract, the City shall provide written notification to the Conference of the asserted breach or failure to comply with terms or conditions of the Parties’ contract. The Conference shall have thirty (30) days in which to dispute or correct the asserted breach or failure.

- c. **Termination for Cause** – The Parties shall have the right to terminate this contract for cause including the following:
 - (1) The Conference’s material breach of the terms and conditions of this Agreement and failure to correct or resolve alleged failures or breaches as provided in the preceding paragraph;
 - (2) By mutual consent of Conference and City, in which case the two Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
 - (3) City’s failure to pay assessments to the Conference promptly or within sixty (60) days after invoices are rendered. Conference shall have the option of terminating this Agreement, but City shall remain obligated for all assessments and obligations through date of termination.

- d. **Dispute Resolution** – Should any dispute arise between the Parties, the dispute matters shall be first submitted to mediation before a mutually acceptable mediator. The Parties shall each pay their own costs associated with mediation and each shall pay one-half of the selected Mediator’s fees. If the mediation is unsuccessful, then the matter, at either party’s request, shall be submitted to binding arbitration in accordance with the Uniform Arbitration Act (Chapter 7.04A RCW). A substantially prevailing party shall be entitled to recover their costs and attorneys’ fees incurred in the arbitration, and the substantially non-prevailing party shall pay the cost of the arbitration, including the arbitrator’s fee.

7. **Reports and Periodic Review:**

- a. **Reports to Participating Entities** – Conference shall provide to City and other participating entities, periodic reports (not less than annually) of the development, operations, programs, and recommendations with respect to continuing and future services and activities for the Local Crime Lab. In the context of periodic review, the City shall also provide to the Conference any recommendations, proposals, or questions regarding both past and future operations of the program. The intent of the Parties is that the development of the Local Crime Lab shall be a collaborative effort that will benefit from a transparent and open line of communication between all participating entities.

- b. **Annual Reports** – The Conference shall furnish the City annual reports pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

- c. Recognition of Development – Conference and City recognize that the development of the Local Crime Lab will be a significant undertaking with the first three (3) years being a period where the program, administration and services are developed through the collaborative efforts of all participating entities. Conference shall coordinate a collaborative review of the development and operation of the program during the summer of 2025 for the purpose of conducting a collaborative review of the program for the purpose of refining the scope and parameters of operations and services.

8. Amendments:

This Agreement, or any term or condition, may only be modified in writing and signed by both Parties. Only personnel authorized to bind each of the Parties shall sign an amendment.

9. Personnel:

The Conference represents that they have, or will secure at their own expense, all personnel required in order to perform under this Agreement. Such personnel shall not be employees of, or have a contractual relationship with, the City.

All services required hereunder will be performed by the Conference or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

The work or services covered by this Agreement may be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

10. Assignability:

The Conference shall not assign any interest on this Agreement, nor shall it transfer any interest on this Agreement (whether by assignment or novation), without prior written consent of the City thereto: provided, however, that claims for money by the Conference from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval.

11. Findings of Confidentiality:

The Parties shall use any confidential information gained by reason of this Agreement only for the purposes of this Agreement. Neither the City nor the Conference shall disclose, transfer, or sell any such information to any other party, except as provided by law. All of the reports, information, data, etc., prepared or assembled by the Conference under this contract are confidential to participants in the program and the Conference agrees that they shall not be made available to any individual or organization without prior written approval of the City unless otherwise subject to public records laws. The City shall agree the same.

12. Copyright:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject

of an application for copyright by or on behalf of the Conference.

13. Compliance with Laws:

- a. The Conference shall comply with all applicable local, state, and federal laws, related to the performance of services under this Agreement and the operation and administration of the regional crime preventative program.
- b. To the maximum extent permitted by law, the Conference shall, at its cost and expense, indemnify, defend, and hold City harmless from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the gross negligence of the Conference, or its agents or subcontractors. The Conference shall maintain liability insurance covering its activities and services provided under this agreement in the form and amount determined reasonable and appropriate by the Conference.

14. Title to Property:

Title to all property purchased or furnished by Conference for use by the Conference during the term of this agreement shall remain with the Conference. The Conference shall take reasonable steps to protect and maintain all property in its possession against loss or damage. Since federal funds will provide the primary source for acquisition of necessary equipment and assets, the disposition of equipment and assets upon termination of the program shall be in accordance with applicable federal law and requirements, including but not limited to the provisions of 2 CFR Section 200.313, as amended.

15. Nondiscrimination:

The Conference agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental, or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60), or under Title VI of the Civil Rights Act of 1964, or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule, or regulation.

16. Interest of Members of the City:

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this contract; and the Conference shall also take appropriate steps to assure compliance.

17. Interest of Other Public Officials:

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the

Conference shall take appropriate steps to assure compliance.

18. Interest of Consultant and Employees:

The Conference covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Conference further covenants that in the performance of this contract, no person having such interest shall be employed.

19. Creation of an Operations Board:

The Conference shall establish an Operations Board to provide oversight to the program and which shall consist of the Cities' Police Chief and the Yakima County's Sheriff. The Yakima County Prosecuting Attorney, or his delegate, will sit on the Board ex officio and will hold no voting privileges. As part of its role, the Board will meet regularly to discuss operations, programs, and services under this program, as well as its development. This Board will constitute a collaborative measure to ensure that the interests and concerns of the participating members are represented.

20. Hold Harmless:

The Conference agrees to indemnify, defend, and hold City harmless from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Conference's and its agents' negligent performance of work associated with this agreement. The Conference shall not be liable for property and bodily injury that may result from the negligence of any construction contractor or construction subcontractor.

21. Integration Provision:

It is agreed and understood that this Agreement contains all agreements, promises and understandings between the Conference and the City and that no verbal or oral agreements, promises or understandings shall be binding upon either party in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity

This agreement contains all terms and conditions agreed to by the City and the Conference. The Attachments to this agreement are identified as follows:

Attachment A, Scope of Work, consisting of 1 page.

Attachment B, Local Crime Lab Services Costs, consisting of 1 page.

IN WITNESS WHEREOF, the City and the Conference have executed this contract agreement as of the date and year last written below.

CITY OF _____
WASHINGTON

YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

by _____,
Mayor Gloria Mendoza

by _____,
YVCOG Chair/Executive Director

ATTEST:

ATTEST:

by _____
City Clerk

by _____
Secretary

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

by _____
Attorney for YVCOG

WSBA # _____

ATTACHMENT A

SCOPE OF WORK

Services performed under this contract shall consist of, but are not limited to, the following described tasks. It is recognized that the services performed under this contract may be modified based on the directives of the funding sources who hold certain privileges and abilities to direct and make modifications. The purpose of this contract is to stand up a regional crime lab with forensic equipment and expertise.

- Develop a Program within Yakima Valley Conference of Governments, known as the Local Crime Lab, to provide intelligence and forensic services to local law enforcement.
- Provide organizational management of the Local Crime Lab.
- Purchase equipment and software applications to support forensic services.
- Maintain accounting records for audit with the Washington State Auditor's Office.
- Hire and train staff to become experts with equipment purchased that will be owned and maintained in furtherance of Local Crime Lab including for intelligence and forensic purposes.
- Develop policies and procedures for internal control for the Local Crime Lab.
- Develop and submit annual reports to the participating members identifying local performance of evidence processed
- Provide training to personnel and regional law enforcement to access forensic information.
- Comply with local, state, and federal initiatives to increase public safety and reduce crime.
- Update participating members regarding new or proposed legislation, regulations, or funding streams that may impact the operation of the Local Crime Lab.
- Represent the interests of participating member jurisdictions in state or other organizations which are critical to developing and implementing regional plans for combating crime and supporting victims or victims' families of crimes committed against them.
- Manage grant and contractor compliance, monitoring and program performance evaluation and implement new grant guidance as required by funders.
- An Operations Board ("Board") shall be established to advise and provide input for the Local Crime Lab and shall include the Cities' Police Chief and the Yakima County's Sheriff. The Yakima County Prosecuting Attorney, or his delegate, will sit on the Board ex officio and will hold no voting privileges. This Board shall meet at regular intervals to discuss operations, programs, services, and development of the Local Crime Lab and otherwise providing oversight for the program.

ATTACHMENT B

Local Crime Lab Services per member cost:

Members	% Population	OFM			
		Population	2023	2024	2025
GRANDVIEW	4.25%	10,960	\$ 10,208	\$ 16,183	\$ 16,183
GRANGER	1.43%	3,690	\$ 3,437	\$ 5,448	\$ 5,448
HARRAH	0.22%	580	\$ 540	\$ 856	\$ 856
MABTON	0.77%	1,975	\$ 1,839	\$ 2,916	\$ 2,916
MOXEE	1.71%	4,405	\$ 4,103	\$ 6,504	\$ 6,504
NACHES	0.43%	1,110	\$ 1,034	\$ 1,639	\$ 1,639
SELAH	3.19%	8,235	\$ 7,670	\$ 12,159	\$ 12,159
SUNNYSIDE	6.35%	16,400	\$ 15,275	\$ 24,215	\$ 24,215
TIETON	0.55%	1,430	\$ 1,332	\$ 2,111	\$ 2,111
TOPPENISH	3.44%	8,870	\$ 8,261	\$ 13,097	\$ 13,097
UNION GAP	2.56%	6,595	\$ 6,142	\$ 9,738	\$ 9,738
WAPATO	1.79%	4,610	\$ 4,294	\$ 6,807	\$ 6,807
YAKIMA	37.90%	97,810	\$ 91,099	\$ 144,418	\$ 144,418
YAKIMA CO.	34.19%	88,240	\$ 82,185	\$ 130,288	\$ 130,288
ZILLAH	1.24%	3,190	\$ 2,971	\$ 4,710	\$ 4,710
TOTALS		258,100	\$ 240,390	\$ 381,090	\$ 381,090

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

ITEM TITLE Ordinance establishing an Emergency Medical Services proprietary fund	AGENDA NO.: New Business 4 (G) AGENDA DATE: November 22, 2022
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 2021, the City established an Ambulance Utility Fee. Charging this fee changes the Emergency Medical Services to a proprietary fund for state accounting purposes. All revenues, expenditures and balances need to be moved from the 100 Fund series to the 400 Fund series. This ordinance would satisfy that requirement.

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.

There are no changes to the budget amounts. City staff will move revenues, expenditures and fund balances from Fund 105 to Fund 405.

ACTION PROPOSED

Move ordinance establishing an Emergency Medical Services proprietary fund to the next regular Council meeting for consideration.

ORDINANCE NO. 2022-__

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
ESTABLISHING AN EMERGENCY MEDICAL SERVICES
PROPRIETARY FUND**

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

Section 1. Statement of Purpose: The City of Grandview established an Ambulance Utility Fee in 2021. With this fee, the Emergency Medical Services Fund now becomes a proprietary fund. For accounting purposes, it needs to be moved from the 100 fund series to the 400 fund series.

Section 2. Emergency Medical Services Fund: The Emergency Medical Services Fund (405) is hereby created. Said fund shall be available for deposit of any medical service revenues received.

Section 3. Expenditures of Fund: Monies in the fund shall be expended exclusively for any operations, capital or debt associated with emergency medical services.

Section 4. Severability: If any provision of this Ordinance or its application to any person or circumstances is held to be invalid the remainder of this Ordinance or the application of the provisions to other persons or circumstances, shall not be affected.

Section 5. Effect: 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 _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

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

ITEM TITLE Ordinance amending the 2022 Annual Budget	AGENDA NO.: New Business 4 (H) AGENDA DATE: November 22, 2022
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)
Staff monitoring and review of fund and department budgets has identified numerous budget accounts to be amended. An ordinance will be prepared to provide for the amending of the 2022 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:
- AMERICAN RESCUE PLAN ACT FUND:** Increase appropriations for YVCOG Local Crime Lab. Net effect is a decrease to estimated ending fund balance.
 - EMERGENCY MEDICAL SERVICES 105 FUND:** Decrease all revenues and move to Fund 405. Decrease all expenditures and move ending fund balance to Fund 405. Net effect is a decrease to estimated ending fund balance.
 - EMERGENCY MEDICAL SERVICES 405 FUND:** Increase all revenues and add beginning fund balance from Fund 105. Increase all expenditures from Fund 105. Net effect is an increase to estimated ending fund balance.
 - SOLID WASTE FUND:** Increase appropriations for Office and Operating Supplies and Miscellaneous – Tipping Fees. Net effect is a decrease to estimated ending fund balance.

ACTION PROPOSED
Move an ordinance amending the 2022 Annual Budget to a regular Council meeting for consideration.

to Sue 12/XX/2022 - mc Ordinance No. 2022-X

Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
010 000 000 308 91 00 00 American Rescue Plan Act Fund Beginning Fund Balance - Unassigned	1,513,210		1,513,210	
Revenues/Sources	1,546,200		1,546,200	
ARPA Fund Total	3,059,410	-	3,059,410	
010 030 000 521 22 41 01 Local Crime Lab		10,250		City's portion to partner with YVCOG
Expenditures/Uses	2,134,000		2,144,250	
010 099 000 508 91 00 00 Ending Fund Balance - Unassigned ARPA Fund Total	925,410	(10,250)	915,160	
	3,059,410	-	3,059,410	
Account				
105 000 000 308 31 00 00 Emergency Medical Svcs Fund Beginning Fund Balance - Restricted	86,720		86,720	
Several Accounts	426,900	(426,900)	-	Moving revenues to Fund 405
Revenues/Sources	426,900			
E.M.S. Fund Total	513,620	(426,900)	86,720	
Several Accounts		(435,950)		Moving expenditures to Fund 405
105 000 047 585 00 00 00 Special Item - EMS 105 2021 End Balance		86,720		Moving beginning balance to Fund 405
Expenditures/Uses	435,950		86,720	
105 000 099 508 31 00 00 Ending Fund Balance - Restricted E.M.S. Fund Total	77,670	(77,670)	-	
	513,620	(426,900)	86,720	

to Sue 12/XX/2022 - mc Ordinance No. 2022-X

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
405 000 000 308 31 00 00	Emergency Medical Svcs Fund Beginning Fund Balance - Restricted	-	-	-	
405 000 047 385 00 00 00	All EMS Revenues Special Item - EMS 405 2021 Beg Balance Revenues/Sources	-	426,900 86,720	513,620	Moving revenues from Fund 105 Moving Fund 105 2021 Ending Balance
	E.M.S. Fund Total	-	513,620	513,620	
405 000 099 508 31 00 00	Several Accounts Expenditures/Uses	-	435,950	435,950	Moving expenditures from Fund 105
	Ending Fund Balance - Restricted	-	77,670	77,670	
	E.M.S. Fund Total	-	513,620	513,620	
430 000 000 308 91 00 00	Solid Waste Fund Beginning Fund Balance - Unassigned	743,015		743,015	
	Revenues/Sources	1,174,200		1,174,200	
	Solid Waste Fund Total	1,917,215	-	1,917,215	
430 000 010 537 80 31 00	Office & Operating Supplies		20,000		
430 000 010 537 80 49 10	Miscellaneous - Tipping Fees Expenditures/Uses		30,000		2021 invoice not received and paid for until 2022 Increased tipping fee costs
	Ending Fund Balance - Unassigned	714,345	(50,000)	664,345	
	Solid Waste Fund Total	1,917,215	-	1,917,215	

ORDINANCE NO. 2022-____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2022 ANNUAL BUDGET**

WHEREAS, the original 2022 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 2022 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 November ____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

Exhibit A

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
--	--------------------------	---------------------------	----------------------------------	-----------------------	---------------------

ARPA Fund					
Original 2022 Budget	1,513,210	1,546,200	2,134,000	925,410	3,059,410
Amendment Amount			10,250	(10,250)	-
Amended Total	1,513,210	1,546,200	2,144,250	915,160	3,059,410

E.M.S. Fund 105					
Original 2022 Budget	86,720	426,900	435,950	77,670	513,620
Amendment Amount		(426,900)	(349,230)	(77,670)	(426,900)
Amended Total	86,720	-	86,720	-	86,720

E.M.S. Fund 405					
Original 2022 Budget	-	-	-	-	-
Amendment Amount		513,620	435,950	77,670	513,620
Amended Total	-	513,620	435,950	77,670	513,620

Solid Waste Fund					
Original 2022 Budget	743,015	1,174,200	1,202,870	714,345	1,917,215
Amendment Amount			50,000	(50,000)	-
Amended Total	743,015	1,174,200	1,252,870	664,345	1,917,215

ORDINANCE NO. 2022-_____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
ADOPTING THE BUDGET AND CONFIRMING TAX LEVIES
FOR REVENUE TO CARRY ON THE GOVERNMENT
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023**

WHEREAS, the City Clerk did publish notice that the Council of the City of Grandview, Washington, would meet on the 22nd day of November, 2022, at 7:00 p.m., in the Council Chambers of the City Hall of said City for the purpose of making and adopting the budget for the fiscal year 2023, and confirming a tax levy based upon the same fiscal year, and giving taxpayers within the limits of said City an opportunity to be heard upon said budget; and

WHEREAS, said City Council did meet at said time and place and did then consider the matter of said proposed budget and tax levy, no objections to the same having been filed with the City Clerk, and no persons appearing to make objections to the same, the Council concluded that the budget was in accord with the needs of the citizens of Grandview; and

WHEREAS, said proposed budget does not exceed the lawful limits of taxation allowed by law to be levied on the property of the City of Grandview for the purposes set forth in said budget, being all necessary to carry on the government of said City during said period,

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

SECTION I. That the City Council of the City of Grandview hereby adopts by reference the 2023 Annual Budget, which is on file in the Office of the City Clerk of Grandview. That required expenditures for the various departments and needs and operation of government of the City of Grandview, Washington, for the fiscal year ending December 31, 2023, are fixed in the following amounts, to-wit:

RECAPITULATION -- ALL FUNDS

Fund	Beginning Balance	Revenue	Expenditures	Ending Balance
Current Expense	\$737,750	\$6,138,280	\$6,810,480	\$65,550
American Rescue Plan Act	\$2,046,040	\$-0-	\$1,144,200	\$901,840
E.M.S.	\$138,100	\$446,150	\$508,690	\$75,560
Law & Justice Tax	\$365,950	\$378,300	\$528,000	\$216,250

Street	\$380,875	\$5,599,360	\$5,809,685	\$170,550
Transportation Benefit District	\$385,440	\$188,850	\$244,750	\$329,540
Cemetery	\$210,710	\$182,550	\$302,520	\$90,740
SIED Loan - Euclid/WCR	\$10	\$23,300	\$23,300	\$10
Capital Improvements	\$978,780	\$257,150	\$689,000	\$546,930
Water	\$7,354,260	\$2,939,000	\$5,050,825	\$5,242,435
Sewer	\$7,912,640	\$4,100,105	\$5,054,460	\$6,958,285
Irrigation	\$95,270	\$556,330	\$639,195	\$12,405
Solid Waste	\$764,090	\$1,264,075	\$1,364,070	\$664,095
Equipment Rental	\$1,969,060	\$571,400	\$882,810	\$1,657,650
TOTAL	\$23,338,975	\$22,644,850	\$29,051,985	\$16,931,840

SECTION II. That a regular levy of \$1,789,542 levied upon the taxable real and personal property situated within the City of Grandview, taxable under the laws of the State of Washington as City taxes, as 2023 taxes, as affixed by Ordinance No. 2022-15 is hereby affirmed and said amount shall be appropriated.

SECTION III. The City Clerk is hereby instructed to forthwith certify said budget and tax levy to the County Assessor of Yakima County, Washington, for the purpose of having said taxes extended on the tax roll as provided by law, and said assessor is hereby authorized to extend said taxes accordingly.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

ORDINANCE NO. 2022-_____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE CITY OF GRANDVIEW 2023 NON-UNION SALARY SCHEDULE**

WHEREAS, the City Council of the City of Grandview, Washington has adopted a budget for 2023; and,

WHEREAS, the City Council determined during the budget process that a 3% general salary increase for all non-union employees be allocated and included on the monthly salary matrix as an integral part thereof;

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

SECTION 1: The City of Grandview 2023 Non-Union Monthly Salary Schedule is hereby amended to include the salary increases attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 2. This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED:
EFFECTIVE:

**EXHIBIT 1
CITY OF GRANDVIEW
2023 NON-UNION MONTHLY SALARY SCHEDULE**

POSITION	MONTHLY MINIMUM	MONTHLY MAXIMUM
City Admin/Public Works Director (hybrid position)	\$9,568	\$14,935
City Administrator	\$8,157	\$12,235
Public Works Director	\$7,032	\$10,547
City Clerk/Human Resource Asst (hybrid position)	\$6,488	\$9,731
Police Chief	\$6,456	\$9,686
Fire Chief	\$6,390	\$9,587
Assistant Police Chief	\$5,826	\$8,737
Assistant Public Works Director	\$5,532	\$8,290
WWTP Superintendent	\$5,479	\$8,217
City Treasurer	\$5,396	\$8,216
Fire Captain	\$5,341	\$8,012
Parks & Recreation Director	\$5,123	\$7,798
Library Director	\$4,497	\$6,747
Public Works Foreman	\$4,429	\$6,644
Public Works Assistant	\$3,746	\$5,619
Accounting Clerk	\$3,496	\$5,246
Utility Billing Clerk	\$3,302	\$5,026
Library Associate	\$3,144	\$4,785
Confidential Police Admin Clerk	\$2,994	\$4,557
Public Works Office Clerk	\$2,994	\$4,557
Receptionist	\$2,994	\$4,557

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

ITEM TITLE	AGENDA NO. New Business 4 (K)
Resolution accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2023	AGENDA DATE: November 22, 2022
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
City Clerk	

DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk

CITY ADMINISTRATOR	MAYOR
	

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

RCW 35.23.352(7) provides that bids are required to secure the services of the official newspaper.

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.

Bids to serve as the Official City Newspaper for the year 2023 were opened on November 16, 2022. The City received two (2) bids from the Grandview Herald and Sunnyside Sun. The bids were as follows:

<u>Newspaper</u>	<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Grandview Herald	Legal Notices	\$7.25
	Display Advertising	\$8.75
Sunnyside Sun	Legal Notices	\$7.75
	Display Advertising	\$11.50

ACTION PROPOSED

Move a resolution accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2023 to a regular Council meeting for consideration.

**BID FORM
OFFICIAL NEWSPAPER**

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will provide the service as specified herein as follows:

Name of Newspaper: Valley Publishing/Grandview Herald

Number of days per week newspaper is published: one days per week.

Size of column inch: 2" Number of characters in column inch: 256

Total circulation: 1000 Total circulation for 98930 zip code: 1,000

Services and Rates.

Describe rate(s) to be charged to the City of Grandview for publications. Please describe all rates to be charged, and note different rates, if any, for different types of publication (i.e., legal notices, advertising, etc.). Please describe rate per column inch of publication:

<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Legal Notice	\$ 7.25
Display Advertising	\$ 8.75

NOTE: Rates must not exceed the national advertising rate as defined in RCW 65.16.091.

Bidder's Name: Valley Publishing/Grandview Herald

Address (Office of Publication): 308 Division St. Grandview, WA. 98930

Mailing Address: same

Telephone Number: (509)882-3712 Email: editor@thegrandviewherald.com

Signature of Authorized Official: Victoria Walker

Print Name: Victoria Walker Title of Official: General Manager

1. Are there any charges, surcharges, taxes or other fees in addition to the above-described rates? If so, please describe:

None

2. If the City of Grandview desires publication of an item on a particular date, how much lead time is required by the bidder?

8:30 a.m. Tuesday prior to Wednesday publication.

3. Please describe the services to be provided by bidder to the City of Grandview, together with any other information which bidder feels makes its newspaper the best choice for the Official Newspaper of the City of Grandview:

It was our pleasure to represent the city of Grandview in 2022. We have been in the community for over 113 years. The past few years have been a challenge with Covid but the future looks bright as we move forward. We will continue to work with and focus on Grandview businesses, development, education and city news.

**BID FORM
OFFICIAL NEWSPAPER**

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will provide the service as specified herein as follows:

Name of Newspaper: Sunnyside Sun

Number of days per week newspaper is published: one days per week.

Size of column inch: 1.6666 in Number of characters in column inch: 280

Total circulation: 1168 Total circulation for 98930 zip code: 77

Services and Rates.

Describe rate(s) to be charged to the City of Grandview for publications. Please describe all rates to be charged, and note different rates, if any, for different types of publication (i.e., legal notices, advertising, etc.). Please describe rate per column inch of publication:

<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Legal Notices	\$7.75 pci
Classified Advertising	\$10 pci
Display Advertising	\$11.50 pci

NOTE: Rates must not exceed the national advertising rate as defined in RCW 65.16.091.

Bidder's Name: Sunnyside Sun

Address (Office of Publication): 600 S. Sixth St.

Mailing Address: 600 S. Sixth St.

Telephone Number: 509 837-4500 Email: legals@sunnysidesun.com

Signature of Authorized Official: 

Print Name: Job Wise Title of Official: General Manager

1. Are there any charges, surcharges, taxes or other fees in addition to the above-described rates? If so, please describe:

N/A

2. If the City of Grandview desires publication of an item on a particular date, how much lead time is required by the bidder?

Deadlines are Monday by 10 a.m. for that Wednesday's publication.

3. Please describe the services to be provided by bidder to the City of Grandview, together with any other information which bidder feels makes its newspaper the best choice for the Official Newspaper of the City of Grandview:

The Sunnyside Sun continues to be the largest paper of circulation for not only Sunnyside but our surrounding communities. Legal notices are offered to the reading public in numerous ways, including the weekly print edition, our e-edition and through a statewide network administrated by the Washington Newspaper Publishers Association.

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID AND AUTHORIZING THE GRANDVIEW HERALD AS THE
OFFICIAL CITY NEWSPAPER FOR THE YEAR 2023**

WHEREAS, RCW 35.23.352(7) requires that bids be called annually for the publication in a newspaper of general circulation in the City of all notices or newspaper publications required by law and that the contract be awarded to the lowest responsible bidder; and,

WHEREAS, the City has solicited bids from qualified legal newspapers to serve as the official newspaper of the City of Grandview for the year 2023; and,

WHEREAS, the City received two (2) bids in response to such solicitation from the Grandview Herald and Sunnyside Sun; and,

WHEREAS, the City Council finds and determines that the Grandview Herald is the lowest responsible bidder;

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

That the bid submitted by the Grandview Herald to serve as the official newspaper of the City of Grandview for the year 2023, including the rate for legal notices of \$7.25 per column inch and display advertising of \$8.75, all as set forth in the attached proposal, is hereby approved and accepted, and the Mayor is hereby authorized to execute any and all documents necessary or appropriate to accomplish such transaction.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**BID FORM
OFFICIAL NEWSPAPER**

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will provide the service as specified herein as follows:

Name of Newspaper: Valley Publishing/Grandview Herald

Number of days per week newspaper is published: one days per week.

Size of column inch: 2" Number of characters in column inch: 256

Total circulation: 1000 Total circulation for 98930 zip code: 1,000

Services and Rates.

Describe rate(s) to be charged to the City of Grandview for publications. Please describe all rates to be charged, and note different rates, if any, for different types of publication (i.e., legal notices, advertising, etc.). Please describe rate per column inch of publication:

<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Legal Notice	\$ 7.25
Display Advertising	\$ 8.75

NOTE: Rates must not exceed the national advertising rate as defined in RCW 65.16.091.

Bidder's Name: Valley Publishing/Grandview Herald

Address (Office of Publication): 308 Division St. Grandview, WA. 98930

Mailing Address: same

Telephone Number: (509)882-3712 Email: editor@thegrandviewherald.com

Signature of Authorized Official: Victoria Walker

Print Name: Victoria Walker Title of Official: General Manager

1. Are there any charges, surcharges, taxes or other fees in addition to the above-described rates? If so, please describe:

None

2. If the City of Grandview desires publication of an item on a particular date, how much lead time is required by the bidder?

8:30 a.m. Tuesday prior to Wednesday publication.

3. Please describe the services to be provided by bidder to the City of Grandview, together with any other information which bidder feels makes its newspaper the best choice for the Official Newspaper of the City of Grandview:

It was our pleasure to represent the city of Grandview in 2022. We have been in the community for over 113 years. The past few years have been a challenge with Covid but the future looks bright as we move forward. We will continue to work with and focus on Grandview businesses, development, education and city news.

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

ITEM TITLE	AGENDA NO. New Business 4 (L)
Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Everett Family Law , LLC	AGENDA DATE: November 22, 2022
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
City Attorney & City Clerk	

DEPARTMENT HEAD REVIEW

Anita Palacios, City Clerk (Municipal Court)

CITY ADMINISTRATOR	MAYOR
	

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

The City contracts with Yakima County District Court for municipal court services. Under the terms of the contract, the City must provide indigent defense services to indigent defendants. In the event of a conflict with the current public defender, the City must also provide alternate counsel for indigent defendants.

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.

Staff has negotiated contract terms with Everett Family Law, LLC, to provide conflict indigent defense counsel, see attached Public Defender Agreement. It would be in the best interest of the City to negotiate a contract with Everett Family Law, LLC, to provide conflict indigent defense counsel.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Everett Family Law, LLC, to the regular Council meeting for consideration.

RESOLUTION NO. 2022-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PUBLIC DEFENDER AGREEMENT FOR
CONFLICT INDIGENT DEFENSE COUNSEL WITH EVERETT FAMILY LAW, LLC**

WHEREAS, the City of Grandview contracts with the Yakima County District Court for municipal court services; and,

WHEREAS, under the terms of the Yakima County District Court contract, the City is to provide indigent defense services to indigent defendants; and,

WHEREAS, the City is also to provide alternate counsel for indigent defendants ("conflict counsel") should there be a conflict with the current public defender; and,

WHEREAS, the City of Grandview and Everett Family Law, LLC, have negotiated a contract for conflict indigent services commencing December 13, 2022 and expiring on December 31, 2025; and,

WHEREAS, the City Council of the City of Grandview finds it to be in the interest of the City of Grandview to enter into a contract with Everett Family Law, LLC, in the form attached hereto, for the provision of conflict indigent defense services;

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 a contract for conflict indigent defense services with Everett Family Law, LLC, in the form attached hereto and to take such other action as necessary to effectuate said contract.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made and entered into this ___ day of November 2022, by and between **Everett Family Law, LLC**, hereinafter the "Public Defender", and the CITY OF GRANDVIEW, a municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Public Defender is an attorney licensed to practice law in the State of Washington, with offices at **1313 West Wine Country Road, Suite 110, Grandview, WA, 98930**; and

WHEREAS, the parties hereto are desirous of effectuating an agreement whereby the Public Defender will provide legal services for indigent defendants in the Grandview Municipal Court and its various departments; now, therefore,

IT IS HEREBY mutually agreed as follows:

1. **Duties.** The Public Defender shall provide high quality defense attorney services for indigent defendants charged with misdemeanor and gross misdemeanor allegations occurring within the City of Grandview and processed by the City of Grandview Municipal Court where the City's primary public defender has a conflict that prevents representation of the defendant or defendants.

2. **Public Defender Availability.** Public Defender must be available by telephone 24 hours a day, seven (7) days a week, for each week of the year in order to give legal advice to the client described in Section 1 herein during the course of representing said client.

3. **Administrative and Support Services.** Public Defender shall be responsible for administrative costs associated with providing legal representation. Such costs include, but are not limited to, travel (except mileage as set forth in Section 7), telephones, law library, electronic research, financial accounting, case management systems, computers, software, office space, supplies, training, meeting reporting requirements imposed by the City, the WSBA and the Washington Supreme Court, and other costs necessarily incurred in the day-to-day management of the contract. Public Defender shall maintain an office that accommodates confidential meetings with clients. Public Defender shall staff their office with an appropriate number of support staff and other support services, including a postal address and adequate telephone service to ensure prompt response to client contact. Public Defender shall maintain appropriate computer/word processing equipment in order to handle the paperwork generated by the contract case load as well as to comply with all reporting procedures.

4. **Insurance.** Without limiting the Public Defender's indemnification, it is agreed that the Public Defender shall maintain in force, at all times during the term of this Agreement, a policy or policies of insurance covering its operation as described below.

A. General Liability Insurance

The Public Defender shall maintain continuously public liability insurance with limits of liability not less than Two Hundred Fifty Thousand Dollars (\$250,000) for each occurrence, personal injury, and/or property damage liability.

The Public Defender shall provide a certificate of insurance or, upon written request of the City of Grandview, a duplicate of the policy as evidence of insurance protection. The Public Defender shall immediately notify the City of any communication with their insurance provider canceling or threatening to cancel insurance coverage under this provision.

B. Professional Liability Insurance

The Public Defender shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment with the Public Defender which constitute professional services in the performance of this Agreement. For purposes of this Agreement, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than Two Hundred Thousand Dollars (\$200,000) combined single limit per claim/aggregate. The Public Defender further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy. The Public Defender shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City. The Public Defender shall not be required to make payments other than its judicially determined percentage, for any professional liability which is determined by a court of competent jurisdiction to be the result of the comparative negligence of the Public Defender and the City.

Such insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the City. If such insurance is obtained on a "claims made" basis, the Public Defender will continue to carry coverage for not less than three (3) years after expiration of this Agreement, and will provide a certificate in form and content satisfactory to the City demonstrating such continuing

coverage. The Public Defender shall provide certificates of insurance or, upon written request of the City, duplicates of the policies as evidence of insurance protection.

C. Workers' Compensation

The Public Defender shall maintain Workers' Compensation coverage as required by law. The Public Defender shall provide a certificate of insurance or, upon written request of the City, a certified copy of the policy as evidence of insurance protection.

5. **Specific Duties.** The Public Defender shall provide services necessary or incidental to the performance of the work set forth in the PUBLIC DEFENDER - STATEMENT OF WORK - Exhibit A and consistent with CLIENT REPRESENTATION PRACTICE GUIDELINES- Exhibit B. The Public Defender acknowledges and agrees that the City may make changes to the specific duties of the Public Defender as necessary to maintain conformity with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. No such changes will be grounds for additional or revised compensation under this Agreement, unless the Public Defender demonstrates to the City's reasonable satisfaction that the change imposes an undue burden on the Public Defender's ability to provide the services required under this Agreement.

6. **Term and Renegotiation.** This Agreement shall commence on December 13, 2022 and expires on December 31, 2025.

7. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in an amount of \$150.00 per hour plus mileage at the current I.R.S. rate, payable upon proper voucher for the same, submitted by the Public Defender and received by the City Clerk at City Hall, Grandview, Washington. Payment shall be sought and paid upon certification that the case has been resolved and closed. All payments shall be made to:

Everett Family Law, LLC
802 W. 2nd Street
Grandview, WA 98930

For purposes of compensation, case will be "resolved" and may be closed by Public Defender, and he may request to withdraw, after a finding of guilt in a pending criminal case, after the probation matter for which a hearing is currently set is resolved, or after the issues to be reviewed on a Deferred Prosecution or SOC have been decided.

8. **Client Transport.** Public Defender, or his employees or subcontractors, shall not transport clients by vehicle (personal or otherwise) while undertaking services pursuant to this Agreement. In the event Public Defender does transport clients during the course of representation as contemplated in this Agreement, Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of such transport, caused or contributed thereto by the Public Defender or his employees or subcontractors.

9. **Expert Witnesses.** The City shall, in addition, compensate the Public Defender for all expert witness fees incurred by the Public Defender on behalf of indigent clients covered by this Agreement upon application and approval of the court.

10. **Costs and Fees Assessed Against Defendants.** Any and all payments for reimbursement of court-appointed attorney's fees, as ordered and assessed by the Grandview Municipal Court or other court having jurisdiction to hear a City case, shall be payable by defendant directly to the Grandview Municipal Court.

11. **Assignment.** The Public Defender shall not assign, transfer, or subcontract this Agreement without obtaining prior written approval from the City.

12. **Successors Bound.** Subject to the provisions of Section 11, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

13. **Ethic Compliance, Reports, and Training.** The Public Defender will provide the aforementioned services in conformity with all applicable Rules of Professional Conduct and will provide the Municipal Court and the City with any reports, fiscal or otherwise, which are reasonably required in the performance of the Municipal Court's and the City's responsibilities. The Public Defender agrees to attend training approved by the Washington Office of Public Defense at least once per calendar year, as the same may be required by RCW 10.101.050 and 10.101.060, as now exist or may be subsequently amended.

14. **Taxes and Assessments.** The Public Defender shall be solely responsible for compensating its employees and for paying all related taxes, deductions and assessments, including but not limited to, leasehold excise taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event

the City is assessed a tax or assessment as a result of this Agreement, the Public Defender shall pay the same before it becomes due.

15. **Independent Contractor.** The parties agree that the Public Defender is an independent contractor with the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Public Defender. No agent, employee, subcontractor, or representative of the Public Defender shall be deemed to be an employee, agent, servant, or representative of the City or of the City of Grandview Municipal Court for any purpose, and the employees, agents, subcontractors, or representatives of the Public Defender are not entitled to any of the benefits the City provides for its employees. The Public Defender will be solely and entirely responsible for his acts and for the acts of his agents, employees, subcontractors, or otherwise, during the performance of this Agreement.

16. **Indemnity.** The Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of the operation of this Agreement, caused or contributed thereto by the Public Defender or his employees or subcontractors. Provided, however, that nothing herein shall be deemed to require the Public Defender to indemnify the City or its elected or appointed officials, agents, volunteers, or employees for injury to persons, corporation, and/or property arising from the sole negligence of the City and its elected or appointed officials, employees, volunteers, and agents. In case of suit or action brought against the City and/or its elected or appointed officials, agents, volunteers, and employees for damages arising out of or by reason of any of the above-mentioned causes, the Public Defender agrees to pay all costs of defense, including reasonable attorney's fees and any judgment.

17. **Non discrimination.** The Public Defender shall not discriminate on the basis of race, creed, color, national origin, or physical, mental, or sensory handicap in the performance of this Agreement.

18. **Termination.** The City of Grandview may terminate this Agreement, with or without cause, upon ninety (90) days written notice sent by certified mail to the Public Defender at the address listed in this Agreement. The parties shall negotiate a reasonable fee for services to complete client representation which cannot be done through substituted counsel.

19. **Governing Law.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this Agreement

shall be governed by the laws of the State of Washington both as to interpretation and performances.

20. **Venue.** Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in the Superior Court for Yakima County, Washington

21. **Integration.** It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

22. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

DATED this ____ day of December, 2022.

CITY OF GRANDVIEW

PUBLIC DEFENDER

By: _____
Gloria Mendoza, Mayor
207 West Second Street
Grandview, WA 98930

By: _____
Tyler Everett, WSBA #30233
1313 West Wine Country Road
Suite 110
Grandview, WA 98930

ATTEST:

City Clerk

EXHIBIT A

PUBLIC DEFENSE STATEMENT OF WORK

1. **PUBLIC DEFENDER CONTRACTOR DUTIES AND RESPONSIBILITIES**
 - The Public Defender shall provide high quality indigent defense representation in the cases assigned to it by the Grandview Municipal Court. The representation shall be consistent with **EXHIBIT B, CLIENT REPRESENTATION PRACTICE GUIDELINES** as set forth below, and with the City's adopted standards for the delivery of public defense services. The representation shall be provided in a professional and skilled manner and shall be in compliance with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the best interests of the client.

2. **TASKS** – The Public Defender shall perform the following tasks with regard to each case to which the Public Defender is appointed.
 - A. Maintain a law office with a suitable client interview facility. The Public Defender will provide adequate phone lines, computers, postage, office equipment, office supplies, office furniture and legal research tools to maintain a smooth-running and efficient law office.

 - B. Receive notices of appointment for indigent defendants. Set up and maintain files on each assigned defendant.

 - C. Establish and maintain client contact, keep the client informed of the progress of the case, and effectively provide legal advice to the client throughout the representation.

 - D. Timely interview defendants in custody anywhere in Yakima County.

 - E. Meet as appropriate with the Assigned Prosecutor to discuss pending matters.

 - F. Maintain continuity of representation at all stages of a case, including attendance at all first appearance proceedings, such as arraignments, for in-custody defendants. Except for illness, vacation or occasional conflicts, the assigned Public Defender shall appear at all Municipal Court hearings with their clients.

3. COMPLAINTS

- A. A method to respond promptly to indigent defendant client complaints shall be established by the Public Defender. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court for permission to withdraw and substitute new counsel. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.
- B. The Public Defender shall notify the City and respond in writing to the City within seven (7) days of learning of any complaint against the Public Defender or against the City relating to the provision of indigent defense legal representation.
- C. The Public Defender shall immediately notify the City of Grandview in writing when it become aware that a complaint lodged with the Washington State Bar Association has resulted in reprimand, suspension, or disbarment.

EXHIBIT B

CLIENT REPRESENTATION PRACTICE GUIDELINES

Meet and communicate regularly with the client

- **Thoroughly explain to clients the constitutional, statutory and other rights that they have with regards to their case.**
- **Thoroughly explain to clients the elements of the offense(s) that the City must prove in order to obtain their conviction at a trial.**
- **Describe case procedures and timelines.**
- **Listen to client's questions and respond to them.**
- **Enable clients to candidly communicate with counsel.**
- **Facilitate agreements by realistically evaluating allegations and evidence with clients.**
- **Promptly communicate all offers of settlement.**

Prepare cases well

- **Conduct high quality, early case investigation.**
- **Conduct early case negotiations.**
- **Use discovery appropriately.**
- **Prepare for and participate in alternate resolution opportunities that may be available.**
- **Obtain experts and evaluators for cases involving disability, mental health, substance abuse or similar issues, when appropriate.**
- **Draft well-researched and written motions and other legal memoranda and other documents.**
- **Competently and aggressively litigate hearings and trials if no agreement is reached.**
- **Appear at all court hearings with clients.**

Ensure clients have adequate access to services, including court ordered treatment and/or counseling

- **Explain the importance of obtaining court ordered treatment and/or counseling services to clients.**
- **Develop a thorough knowledge of the resources available.**
- **Explore with clients ways to effectively participate in court ordered treatment and/or counseling.**
- **Ask clients for feedback if obstacles prevent or impede their participation, and follow up with the agency and in court when appropriate.**

- **In appropriate cases, encourage clients to obtain necessary evaluations and enroll in counseling and/or treatment even before ordered by the court to do so.**

Prevent continuances and delays within attorney's control

- **Treat all cases assigned to counsel with the highest priority.**
- **Avoid over scheduling whenever possible.**
- **Request continuances only if they are needed for substantive reasons.**