

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 13, 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.

REGULAR MEETING – 7:00 PM

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| 1. | CALL TO ORDER & ROLL CALL | |
| 2. | PLEDGE OF ALLEGIANCE | |
| 3. | APPROVE AGENDA | |
| 4. | PRESENTATIONS | |
| | A. 25-Year Service Award – Hector Mejia, Public Works Foreman | |
| 5. | 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. | |
| 6. | CONSENT AGENDA – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business. | |
| | A. Minutes of the November 22, 2022 Committee-of-the-Whole meeting | 1-10 |
| | B. Minutes of the November 22, 2022 Council meeting | 11-15 |
| | C. Payroll Check Nos. 13044-13071 in the amount of \$28,314.75 | |
| | D. Payroll Electronic Fund Transfers (EFT) Nos. 60930-60936 in the amount of \$103,632.11 | |
| | E. Payroll Direct Deposit 11/16/2022-11/30/2022 in the amount of \$137,873.12 | |
| | F. Claim Check Nos. 125417-125522 in the amount of \$485,558.81 | |
| | G. Mosquito Control Board Reappointment Request – Mayor Pro Tem Bill Moore | 16 |
| 7. | ACTIVE AGENDA – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c). | |
| | A. Resolution No. 2022-60 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 | 17-19 |
| | B. Ordinance No. 2022-22 amending Grandview Municipal Code Section 13.28.160 Extension of Water Mains/Sewer Lines (Latecomer Agreements) | 20-24 |
| | C. Resolution No. 2022-61 approving Task Order No. 2022-06 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road and McCreddie Road Utilities | 25-29 |

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K. Ordinance No. 2022-27 regarding a Supporting Investments in Economic Diversification (SIED) Contract with Yakima County and the City of Grandview for the Wine Country Road and McCreadie Road Roundabout and Utilities; authorizing the Mayor to execute all documents necessary to implement the contract and receive and expend all monies received under the contract for the project; and creating project Fund 335 – Wine Country Road and McCreadie Road Roundabout and Utilities and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 335	62-73
L. Resolution No. 2022- 65 authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement Project Number 3-E-183(010)-1 for the West Fifth and Elm Street Overlay	74-80
M. Resolution No. 2022-66 approving Task Order No. 2022-07 with HLA Engineering and Land Surveying, Inc., for the Headworks Bypass Improvements	81-85
N. Resolution No. 2022-67 authorizing the Mayor to sign the Technical Assistance Contract No. 010123GV with the Yakima Valley Conference of Governments	86-88
8. UNFINISHED AND NEW BUSINESS	
9. CITY ADMINISTRATOR AND/OR STAFF REPORTS	
10. MAYOR & COUNCILMEMBER REPORTS	
A. December 27, 2022 C.O.W. and Council Meeting Cancellations	
11. EXECUTIVE SESSION (15 minutes) – Union negotiation proposals for the following bargaining units: Police Sergeants-Patrol and Police Support	
12. ADJOURNMENT	

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, December 13, 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/83446884973?pwd=SEtuZjFmZVNJUzdtZDBwVEQ0RlVldzO9>

To join via phone: +1 253 215 8782

Meeting ID: 834 4688 4973

Passcode: 921398

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

1. CALL TO ORDER

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

The meeting was held in person and was also available via teleconference.

2. ROLL CALL

Present in person: Mayor Mendoza and Councilmembers David Diaz, Jessie Espinoza, Bill Moore (Mayor Pro Tem), Robert Ozuna and Joan Souders

Present via teleconference: Councilmember Javier Rodriguez

Absent: None

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

3. PUBLIC COMMENT

MainStreet Grandview – Ray Vining, President of MainStreet Grandview provided comments, a copy of which is attached hereto and incorporated herein as part of these 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

City Administrator Arteaga explained that Task Order No. 2020-02 was originally approved by 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. The Amendment to Task Order No. 2020-02 revised 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. Staff presented 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).

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved 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 December 13, 2022 regular meeting for consideration.

Roll Call Vote:

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

B. Resolution adopting the updated Water System Plan

City Administrator Arteaga explained that an approved Water System Plan (WSP) was 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 C.O.W. 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. 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 notified the City that all comments were addressed and they were ready to approve the final draft WSP update upon formal adoption by the Council.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Diaz, the C.O.W. moved a resolution adopting the updated Water System Plan to the November 22 ,2022 regular meeting for consideration.

Roll Call Vote:

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

**C. Ordinance amending Grandview Municipal Code Section 13.28.160
Extension of Water Mains/Sewer Lines (Latecomer Agreements)**

City Administrator Arteaga explained that 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. 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 recommended 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.”

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Souders, the C.O.W. moved an Ordinance amending Grandview Municipal Code Section 13.28.160 Extension of Water Mains/Sewer Lines (Latecomer Agreements) to the December 13, 2022 regular meeting for consideration.

Roll Call Vote:

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

D. Resolution approving Task Order No. 2022-06 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road and McCreadie Road Utilities

Mayor Mendoza recused herself as the chair as she owns commercial property that would benefit from the utility extension as part of the Wine Country Road and McCreadie Road Roundabout.

City Administrator Arteaga explained that 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 would 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 would 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 would begin immediately following Task Order approval. Construction was anticipated to occur in 2023. Staff presented 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).

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Souders, the C.O.W. moved 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 the December 13, 2022 regular meeting for consideration.

Roll Call Vote:

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

E. Resolution authorizing application to the Washington State Department of Health Drinking Water State Revolving Fund (DWSRF) for a construction loan to fund a new water reservoir

City Administrator Arteaga explained the new Water Storage Reservoir Improvements. The City's water system needed 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. The Department of Health was currently accepting applications through the Drinking Water State Revolving Fund (DWSRF) construction loan program. Applications were due by November 30, 2022. The proposed reservoir storage improvement project was estimated to cost approximately \$11.8 million. This project was planned to be funded through a combination of City reserves and low-interest loans. It was recommended that Council authorize City staff to apply for up to \$9 million in DWSRF construction loan funding for this project.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Espinoza, the C.O.W. moved a resolution authorizing application to the Washington State Department of Health Drinking Water State Revolving Fund (DWSRF) for a construction loan to fund a new water reservoir to the December 13, 2022 regular meeting for consideration.

Roll Call Vote:

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

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

City Administrator Arteaga explained that at the November 8, 2022 C.O.W. meeting, Vicki Baker, Deputy Director of the Yakima Valley Conference of Governments (YVCOG) provided a presentation on the Yakima Valley Local Crime Lab (LCL). Following discussion, the C.O.W. directed staff to present the Yakima Valley Local Crime Lab Professional Service Agreement with the Yakima Valley Conference of Governments for consideration at the November 22, 2022 C.O.W. meeting.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments for the Yakima Valley Local Crime Lab to the December 13, 2022 regular meeting for consideration.

Roll Call Vote:

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

G. Ordinance establishing an Emergency Medical Services proprietary fund

City Treasurer Cordray explained that 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. There were no changes to the budget amounts. City staff would move revenues, expenditures and fund balances from Fund 105 to Fund 405.

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Moore, the C.O.W. moved an ordinance establishing an Emergency Medical Services proprietary fund to the December 13, 2022 regular meeting for consideration.

Roll Call Vote:

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

H. Ordinance amending the 2022 Annual Budget

City Treasurer Cordray explained that staff monitoring and review of fund and department budgets identified numerous budget accounts to be amended. An ordinance was prepared to provide for the amending of the 2022 Annual Budget to accommodate the changes in sources and uses. By Fund the highlights of the budget changes were:

- American Rescue Plan Act Fund: Increase appropriations for YVCOG Local Crime Lab. Net effect was 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 was 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 was an increase to estimated ending fund balance.
- Solid Waste Fund: Increase appropriations for Office and Operating Supplies and Miscellaneous – Tipping Fees. Net effect was a decrease to estimated ending fund balance.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Espinoza, the C.O.W. moved an Ordinance amending the 2022 Annual Budget to the December 13, 2022 regular meeting for consideration.

Roll Call Vote:

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

I. Ordinance adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2023

City Treasurer Cordray explained that during the months of August through November, there were numerous staff reviews, budget discussions and City Council special meetings regarding the 2023 preliminary budget.

Discussion took place.

On motion by Councilmember Espinoza, second by Councilmember Moore, the C.O.W. moved an ordinance adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2023 to the December 13, 2022 regular meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Moore – Yes

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

J. Ordinance amending the City of Grandview 2023 non-union salary schedule

City Treasurer Cordray explained that during the months of August through November, there were numerous staff reviews, budget discussions and City Council special meetings regarding the 2023 preliminary budget.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved an ordinance amending the City of Grandview 2023 non-union salary schedule to the December 13, 2022 regular meeting for consideration.

Roll Call Vote:

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

K. Resolution accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2023

City Clerk Palacios explained that RCW 35.23.352(7) provided that bids were required to secure the services of the official newspaper. 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

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Diaz, the C.O.W. moved a resolution accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2023 to the December 13, 2022 regular meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes

- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

L. Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Everett Family Law, LLC

City Clerk Palacios explained that 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. Staff negotiated contract terms with Everett Family Law, LLC, to provide conflict indigent defense counsel. 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.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Everett Family Law, LLC to the December 13, 2022 regular meeting for consideration.

Roll Call Vote:

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

5. OTHER BUSINESS

Infrastructure Projects 2015–2023 – Mayor Mendoza distributed an updated Infrastructure Projects map depicting projects from 2015-2023.

6. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Ozuna, the C.O.W. meeting adjourned at 6:55 p.m.

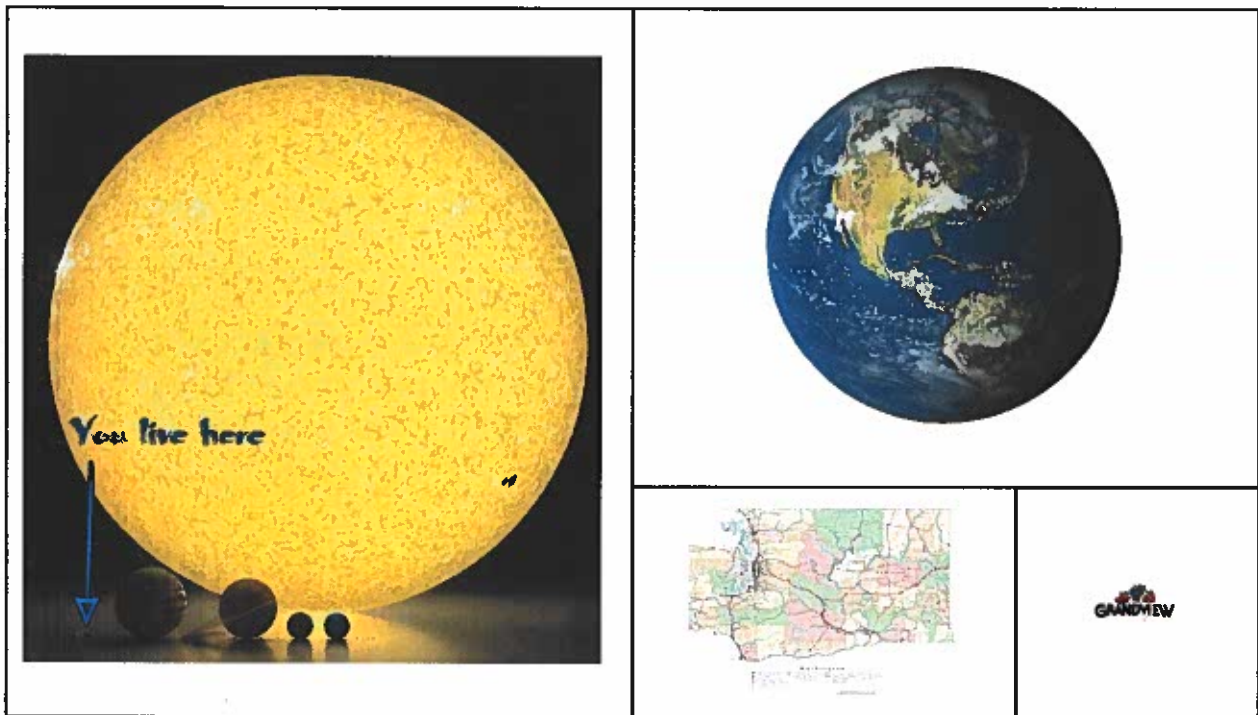
Mayor Gloria Mendoza

Anita Palacios, City Clerk



Council presentation

“We are creatures of the place we’re in”. That is why it is so important to get facade development professionally guided in a team effort between community, Mainstreet Grandview and the City of Grandview.



We are riding a blue marble through time and space. As far as we know we are the only time matter has risen to consciousness. You would think we could design our environments to both please us and perpetuate our continued peaceful existence.

Spotify.com the podcast “Reimagine Rural” with Anthony Pipa from the Brookings Institute



The executive director for Mainstreet Grandview, Alicia Fajardo is working with Laura Flores in setting up Small Business Saturday for Nov 26.

Saturday, November 26, 2022 is Small Business Saturday – a day to celebrate and support Grandview's small businesses and all they do for Grandview. Come downtown and help us celebrate Small Business Saturday and shop local!

First stop by the Mainstreet Office at 202 Division in downtown Grandview to pickup a free "Small Business Saturday" cloth shopping bag and a sheet of valuable coupons redeemable from downtown businesses. With each sale from stores with the Small Business Saturday poster you will be entered in a drawing for prizes furnished by our downtown Grandview merchants.

This year, we know that small businesses need our support now more than ever as they navigate, retool and pivot from the effects of the coronavirus pandemic. Please join Mainstreet Grandview and organizations across the country in supporting Grandview's small businesses by shopping at a small business.

Small Business Saturday is a marketing initiative created and promoted by the American Express credit card brand to encourage holiday shopping on the Saturday after Thanksgiving in the United States, during one of the busiest shopping periods of the year. This Saturday is always the last one in November, so it falls between November 24 and November 30.

Senator Patty Murray's office called to plan a visit to a few Grandview Businesses participation in small business Saturday. We have tentatively set up press coverage.

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
NOVEMBER 22, 2022**

1. CALL TO ORDER

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

The meeting was held in person and was also available via teleconference.

Present in person: Mayor Mendoza and Councilmembers David Diaz, Jessie Espinoza, Bill Moore (Mayor Pro Tem), Robert Ozuna and Joan Souders

Present via teleconference: Councilmember Javier Rodriguez

Absent: None

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

2. PLEDGE OF ALLEGIANCE

Mayor Mendoza led the pledge of allegiance.

3. APPROVE AGENDA

On motion by Councilmember Souders, second by Councilmember Moore, Council approved the November 22, 2022 regular meeting agenda as amended to include the following items:

- Resolution adopting the updated Water System Plan
- Resolution authorizing application to the Washington State Department of Health Drinking Water State Revolving Fund (DWSRF) for a construction loan to fund a new water reservoir

Roll Call Vote:

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

4. PRESENTATIONS – None

5. PUBLIC COMMENT

Ray Vining, 1430 Wilson Hwy, Grandview, WA – spoke in favor of Laura Flores being appointed to the vacant City Council position.

Rick Kimbrough, 110 Sandhill Road, Grandview, WA – spoke in favor of Laura Flores being appointed to the vacant City Council position

Alicia Fajardo, 205 East Second Street, Grandview, WA – spoke in favor of Laura Flores being appointed to the vacant City Council position.

6. CONSENT AGENDA

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

- A. Minutes of the November 8, 2022 Committee-of-the-Whole meeting**
- B. Minutes of the November 8, 2022 Council meeting**
- C. Payroll Check Nos. 13029-13043 in the amount of \$97,846.57**
- D. Payroll Electronic Fund Transfers (EFT) Nos. 60923-60927 in the amount of \$95,781.90**
- E. Payroll Direct Deposit 11/1/2022-11/15/2022 in the amount of \$129,676.91**
- F. Claim Check Nos. 125337-125416 in the amount of \$300,748.33**

Roll Call Vote:

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

7. ACTIVE AGENDA

A. Declarations of Interest – Appointment to Vacant City Council Position

Declarations of Interest for appointment to the vacant City Council position were received from Laura Flores, Benancio Garcia III, Ashley Lara and Lucy Prieto. On November 21, 2022, Ashley Lara requested her Declaration of Interest be withdrawn. Each candidate was provided three minutes to address the Council.

B. Executive Session – Evaluate qualifications of candidates for appointment to vacant Council position (RCW.42.30.110(1)(h))

Mayor Mendoza adjourned the meeting to an executive session at 7:40 p.m., for approximately 10 minutes to evaluate the qualifications of candidates for appointment to the vacant Council position per RCW 42.30.110(1)(h) with the aforementioned Mayor and Councilmembers present.

The executive session continued an additional two minutes at 7:50 p.m. The executive session continued an additional two minutes at 7:52 p.m. The meeting resumed at 7:54 p.m., with the aforementioned Mayor, Council and staff present.

On motion by Councilmember Ozuna, second by Councilmember Souders, Council appointed Laura Flores to fill the vacant Council position.

Roll Call Vote:

- Councilmember Diaz – Abstained
- Councilmember Espinoza – Abstained
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

C. Public Hearing – 2023 Preliminary Budget

Mayor Mendoza opened the public hearing for the purpose of receiving comments on the 2023 Preliminary Budget by reading the public hearing procedure.

Mayor Mendoza requested public comments. No public comments were received.

City Clerk Palacios indicated that there were no public comments received by mail.

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

D. Ordinance No. 2022-21 amending the City of Grandview 2022 Non-Union Salary Schedule to include the salary for the Confidential Police Administrative Clerk position

This item was previously discussed at the November 8, 2022 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Diaz, Council approved Ordinance No. 2022-21 amending the City of Grandview 2022 Non-Union Salary Schedule to include the salary for the Confidential Police Administrative Clerk position.

Roll Call Vote:

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

E. Resolution No. 2022-58 approving the Animal Control Agreement between the City of Grandview and the Yakima Humane Society

This item was previously discussed at the November 8, 2022 C.O.W. meeting.

On motion by Councilmember Diaz, second by Councilmember Souders, Council approved Resolution No. 2022-58 approving the Animal Control Agreement between the City of Grandview and the Yakima Humane Society.

Roll Call Vote:

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

F. Resolution No. 2022-59 authorizing the Mayor to enter into a Representation and Fee Agreement for attorney services with the law firm of Menke Jackson Beyer, LLP

This item was previously discussed at the November 8, 2022 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Espinoza, Council approved Resolution No. 2022-59 authorizing the Mayor to enter into a Representation and Fee Agreement for attorney services with the law firm of Menke Jackson Beyer, LLP.

Roll Call Vote:

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

G. Resolution No. 2022-60 adopting the updated Water System Plan

This item was previously discussed at the November 22, 2022 C.O.W. meeting.

On motion by Councilmember Espinoza, second by Councilmember Moore, Council approved Resolution No. 2022-60 adopting the updated Water System Plan.

Roll Call Vote:

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

H. **Resolution No. 2022-61 authorizing application to the Washington State Department of Health Drinking Water State Revolving Fund (DWSRF) for a construction loan to fund a new water reservoir**

This item was previously discussed at the November 22, 2022 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Resolution No. 2022-61 authorizing application to the Washington State Department of Health Drinking Water State Revolving Fund (DWSRF) for a construction loan to fund a new water reservoir.

Roll Call Vote:

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

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

9. **CITY ADMINISTRATOR AND/OR STAFF REPORTS** – None

10. **MAYOR & COUNCILMEMBER REPORTS**

ARPA Committee – Councilmember Espinoza recommended that the ARPA Committee be dissolved and ARPA matters be discussed during C.O.W. meetings. Discussion took place. Mayor Mendoza indicated she would take the recommendation under advisement.

ARPA Small Business Grant Awards – Councilmember Ozuna thanked the Council for their participation in the ARPA Small Business Grant Awards ceremony.

11. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Souders, the Council meeting adjourned at 8:40 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

Benton County Mosquito Control District

November 1, 2022

RECEIVED

NOV 14 2022

CITY OF GRANDVIEW

Mayor Gloria Mendoza
City of Grandview
207 West Second Street
Grandview, WA 98930

SUBJECT: Mosquito Control Board Reappointment Request

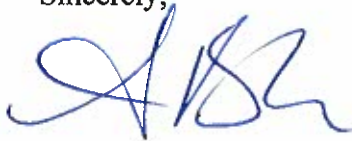
Dear Mayor Mendoza,

I am writing to inform you that the two-year term of Mr. Bill Moore as a Trustee on the Benton County Mosquito Control Board will expire on December 31, 2022. Mr. Moore has expressed interest in serving another two-year term.

Mr. Moore represents the City of Grandview well and has been a valuable asset to the district during his tenure, therefore, I recommend that he be reappointed for another term beginning January 1, 2023, and ending December 31, 2024. We would appreciate written notification of the appointment as soon as possible.

Please feel free to contact our office by phone at (509) 967-2414 or by email at Angela@MosquitoControl.org if you have any questions. Thank you for your attention to this matter.

Sincerely,



Angela Beehler
District Manager

RESOLUTION NO. 2022-60

**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 December 13, 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

ORDINANCE NO. 2022-22

**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 ~~15~~ 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 December 13, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 12/14/22

EFFECTIVE: 12/19/22

RESOLUTION NO. 2022-61

**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 December 13, 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

RESOLUTION NO. 2022-62

**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 December 13, 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 13th day of December, 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 GRANDVIEW
WASHINGTON

YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

by _____,
Mayor Gloria Mendoza

by _____,
YVCOG Chair/Executive Director

ATTEST:

ATTEST:

by _____
Anita Palacios, City Clerk

by _____
Secretary

Date: December 13, 2022

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

ORDINANCE NO. 2022-23

**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 December 13, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 12/14/22
EFFECTIVE: 12/19/22

ORDINANCE NO. 2022-24

**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 December 13, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 12/14/22
EFFECTIVE: 12/19/22

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. 2022-25

**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 December 13, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 12/14/22

EFFECTIVE: 12/19/22

ORDINANCE NO. 2022-26

**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 December 13, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: 12/14/22

EFFECTIVE: 12/19/22

**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

RESOLUTION NO. 2022-63

**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 December 13, 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.

RESOLUTION NO. 2022-64

**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 December 13, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made and entered into this 13th day of December 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 13th 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.**

ORDINANCE NO. 2022-27

AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON, REGARDING A SUPPORTING INVESTMENTS IN ECONOMIC DIVERSIFICATION CONTRACT WITH YAKIMA COUNTY AND THE CITY OF GRANDVIEW FOR THE WINE COUNTRY ROAD AND MCCREADIE ROAD ROUNDSABOUT AND UTILITIES; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT AND RECEIVE AND EXPEND ALL MONIES RECEIVED UNDER THE AGREEMENT FOR THE PROJECT; AND CREATING PROJECT FUND 335 – WINE COUNTRY ROAD AND MCREADIE ROAD ROUNDSABOUT AND UTILITIES AND AUTHORIZING THE CITY TREASURER TO MAKE INTERFUND LOANS TO SUPPORT CASH FLOW TO FUND 335

WHEREAS, sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040; and

WHEREAS, the City proposes to construct a project with a combination of City, private, and County funds, including \$518,100 from the SIED Fund, \$259,050 to be in the form of a loan, and \$259,080 to be in the form of a grant, and thereafter to own and operate the Project for the benefit of the City and the County; and

WHEREAS, RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in such areas, and the parties expect the Project to further these goals; and

WHEREAS, RCW 43.160.020 was adopted and amended for related purposes with those of RCW 82.14.370, to define public facilities to include various buildings, structures and works, such as the City's project; and

WHEREAS, the County, under authority of RCW 36.01.085, and by agreement of February 19, 1999, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development; and

WHEREAS, the County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors; and

WHEREAS, New Vision has investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval; and

WHEREAS, the SIED Fund balance is sufficient to make the requested contribution to the Project; and

WHEREAS, RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each; and

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

SECTION 1: The recitals set forth above are hereby incorporated herein.

SECTION 2: The Mayor or the appropriate City official are authorized to execute all documents necessary to execute and implement the Supporting Investments in Economic Diversification, SIED, Contract with Yakima County (Agreement) and are further authorized to receive and expend all monies received under the Agreement for the Project.

SECTION 3: Fund 335 – Wine Country Road and McCreadie Road Roundabout and Utilities, is hereby established to track revenue and expenditures for the Project and that fund shall be budgeted in the City's 2023 Budget.

SECTION 4: The City Treasurer, or her designee, is authorized to make interfund loans from an appropriate City Fund to Fund 335 – Wine Country Road and McCreadie Road Roundabout and Utilities, in the minimum amount necessary to cover any cash flow shortage in Fund 335, caused by the Agreement. These loans shall be repaid as soon as funding is available to cover the cash flow shortage. All terms required by the State BARS manual shall be incorporated into the loan document, including interest, if applicable.

SECTION 5: The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid.

SECTION 6: This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 13, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 12/14/22
EFFECTIVE: 12/19/22

**YAKIMA COUNTY
and
CITY OF GRANDVIEW
(Wine Country Road and McCreddie Road Roundabout and Utilities)**

1. PARTIES

This Supporting Investments in Economic Diversification (hereinafter referred to as SIED) Contract is made by and between Yakima County (hereinafter referred to as **the County**) whose address is 128 North Second Street, County Courthouse, Room 102, Yakima, Washington 98901, and **the City of Grandview** (hereinafter referred to as **the City**) whose address is 207 West Second Street, Grandview, Washington 98930. Notices between the parties shall be made where and as provided for on Page 7, Section 22, NOTICES.

2. TERM

This Contract takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section 5, MUTUAL CONSIDERATION, Subsection B. REPAYMENT OF COUNTY LOAN, have been made or until terminated as provided for in Section 8, SUSPENSION, TERMINATION, AND CLOSEOUT, provided, the County's right under Section 5, MUTUAL CONSIDERATION, Subsection D. OWNERSHIP AND USE, to use the Project shall continue so long as the Project remains in use.

3. PURPOSE

The purpose of this Contract is to provide for the construction of certain infrastructure improvements (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure. The Project will reconstruct the Wine Country Road and McCreddie Road intersection into a one lane roundabout; including an urban section with curb and gutter, 10 ft shared use pathway, regional pathway connection, handicap ramps, storm drainage facilities, domestic water main extensions, new sanitary sewer system, and an illumination system. These improvements will directly encourage alternative modes of travel, improve system continuity, reduce congestion and provide both access and utilities for continuing economic development for Grandview.

4. RECITALS

- A. The Parties make this Contract based on and in recognition of certain relevant facts and circumstances including:
- B. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040.
- C. The City proposes to construct the Project with a combination of City, private, and

County funds, including **\$518,100.00 from the SIED Fund, \$259,050.00 to be in the form of a loan, and \$259,080.00 to be in the form of a grant**, and thereafter to own and operate the Project for the benefit of the City and the County.

- D. RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in such areas, and the parties expect the Project to further these goals.
- E. RCW 43.160 and 43.160.020 adopted and amended for related purposes with those of RCW 82.14.370, define public facilities to include various buildings, structures and works, such as the Project.
- F. The County, under authority of RCW 36.01.085, and by agreement of February 19, 1999, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development.
- G. The County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.
- H. New Vision has investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval.
- I. The SIED Fund balance is sufficient to make the requested contribution to the Project.
- J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

5. MUTUAL CONSIDERATION

- A. **COUNTY LOAN**—The County shall *loan* **Two Hundred Fifty-nine Thousand Fifty Dollars and Zero Cents (\$259,050.00)** for the Project described herein. **This loan amount shall be drawn on the SIED Fund by County warrant, payable to the City, upon the next Yakima County Auditor's warrant issue.**
- B. **REPAYMENT OF COUNTY LOAN**—The City shall *repay* the County's loan of **Two Hundred Fifty-nine Thousand Fifty Dollars and Zero Cents (\$259,050.00)** with interest on unpaid principal, at an annual per annum rate of **5.25%**, which is the Yakima County Interfund Loan Rate. In the event the contract is executed after January 17, 2023, the parties agree to use the current yield on the date this contract is fully executed by both parties. Interest shall accrue from the date this contract is approved by the County.

Repayment of principal and interest shall be made in ten annual installments. The first payment shall be due on June 1, 2024, and annual payments thereafter shall be due on June 1 of each year with the final payment nevertheless due on June 1, 2033; Provided however, that the final installment may be in such greater or lesser amount as shall be required for full amortization of the repayment amount.

Payment shall be by check *payable to Yakima County Infrastructure Fund and delivered to Yakima County Treasurer, Yakima County Courthouse, Room 115, 128 North 2nd Street, Yakima, WA 98901*. The City obligation hereunder shall be a limited general obligation of the City, payable from any legally available source of funds. Exhibit A attached hereto and incorporated herein reflects the Debt Service Schedule as noted.

In the event of payment by the City of any one or more installments, or of the entire loan balance, before the date prescribed in Exhibit A, interest shall accrue on such installment(s) or balance until, but not beyond, the June 1 next succeeding the date of such payment(s). If more than one installment is paid during any repayment year, then the repayment period recited above shall be correspondingly shortened and the scheduled of payments reflected in Exhibit A shall be correspondingly advanced.

- C. **COUNTY GRANT**—The County shall *grant Two Hundred Fifty-nine Thousand Fifty Dollars and Zero Cents (\$259,050.00)* to the City for the Project described herein. This grant shall be by County warrant drawn on the SIED Fund and payable to the City within 30 days of the County's receipt of a signed copy of the Project engineer's certificate that 50 percent of the work on the Project has been completed and the City's invoice for said grant.

The Project must be at least 50 percent completed three years from the date this contract is approved by the County. If the project is not at least 50 percent complete by this date, the grant portion of this agreement will be terminated and the City will not receive the grant in the amount of Two Hundred Fifty-nine Thousand Fifty Dollars and Zero Cents (\$259,050.00).

The above contract provision is specifically bargained for by the County and the City agrees to it. The County shall have the unilateral power to determine if the project is fifty (50) percent complete by the three (3) year period from execution. The parties agree that in the event that this contract term is invoked by the County that it will hold the County harmless and release the County from any and all claimed actual and/or consequential damages that may result from the County's decision to withhold the Grant funds if the City does not meet the fifty percent building requirement.

- D. **OWNERSHIP AND USE**—The City shall construct, own, maintain, and operate the Project as a part of its public infrastructure for economic development, available for use by manufacturing and industrial concerns proximate to the Project. The City shall also permit the use of the Project by the County and its departments on like terms with other users, at such time as the Board of Yakima County Commissioners may deem expedient. For purposes of this paragraph, ownership, maintenance, and operation of the Project or any portion thereof by another municipality, under any conveyance or dedication, which is subject to and preserves the County's right of use, shall be deemed ownership, maintenance, and operation by the City.

6. RECORDS, REPORTS AND AUDITS

The City agrees to maintain such records, make such reports, and follow such procedures as may be required by the County, pertaining to this Contract. All records pertaining to this Contract and work undertaken hereunder shall be retained by the City for a period of seven years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State and Federal government shall have access to any books, documents, papers, and records of the City, which pertain to this Contract or work undertaken hereunder for the purpose of making audit, examination, excerpts, and transcriptions.

7. RELATIONSHIP OF PARTIES AND AGENTS

- A. The relationship of the City to the County, with regard to construction of the Project, shall be that of an independent contractor rendering professional services. The City shall have no authority to execute contracts or to make commitments on behalf of the County and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the City.
- B. The City represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform work under this Contract. Such personnel shall not be employees of the County. All such personnel, contractors, and/or subcontractors shall be fully qualified and authorized/permitted under State and/or local law to perform such services.
- C. All services required hereunder will be performed by the City 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.

8. SUSPENSION, TERMINATION, AND CLOSEOUT

- A. If the City fails to comply with the terms and conditions of this Contract, the County may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this Contract in the manner specified herein:
- B. **SUSPENSION**—If the City fails to comply with terms and conditions of this Contract, or whenever the City is unable to substantiate full compliance with provisions of this Contract, the County may suspend this Contract pending corrective action or investigation, effective not less than seven days following written notification to the City or its authorized representative. The suspension will remain in full force and effect until the City has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligations incurred by the City or its authorized representative during the period of suspension will be allowable under this Contract, except:
 - I. Reasonable, proper, and otherwise allowable costs which the City could not avoid during the period of suspension;
 - II. Otherwise, allowable costs incurred during the period of suspension, if upon investigation, the County is satisfied of the City's compliance with the terms

and conditions of this Contract to the extent of the compensation claimed by the City.

C. TERMINATION FOR CAUSE—If the City fails to comply with the terms and conditions of this Contract and any of the following conditions exist:

- I. The lack of compliance with the provisions of this Contract were of such scope and nature that the County deems continuation of this Contract to be substantially detrimental to the interests of the County;
- II. The City has failed to take satisfactory action as directed by the County or its authorized representative within the time period specified by same;
- III. The City has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract; then,
- IV. The County may terminate this Contract in whole or in part, and thereupon shall notify the City of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the City. After this effective date, no charges incurred under any terminated portions outlined in the application for funding are allowable.

D. TERMINATION FOR OTHER GROUNDS—This Contract may also be terminated in whole or in part by mutual consent and written agreement setting forth the conditions of termination, including effective date and, in case of termination in part, that portion to be terminated.

9. COPYRIGHT RESTRICTION

No report, 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 City.

10. COMPLIANCE WITH LAWS

The County and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments with regard to the performance of this Contract.

11. TITLE VI OF THE CIVIL RIGHT ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

12. SECTION 109—HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to

discrimination under any program or activity funded in whole or in part with funds made available under this title.

13. AGE DISCRIMINATION ACT OF 1975 (As Amended)

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal funding assistance (42 U.S.C. 610 et. seq.)

14. SECTION 504 OF THE REHABILITATION ACT OF 1973 (As Amended)

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds (29 U.S.C. 794).

15. INTEREST OF AGENTS AND OFFICERS OF THE COUNTY AND THE CITY

No member of the governing body of either party and no other officer, employee, or agent of either party 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.

16. HOLD HARMLESS AND INDEMNITY

The City shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions costs, or judgments which result from the activities to be performed by the City, its agents, employees, or subcontractors pursuant to this Contract.

17. PUBLIC LIABILITY

The City or its contractor(s) shall maintain for the duration of work under this Contract, issued on an occurrence basis, comprehensive liability insurance with a combined single limit of not less than one million dollars (\$1,000,000.00) from a company authorized to provide insurance in the State of Washington. Said policies shall provide that the policy shall not be canceled or altered by any party without written notice to Yakima County, delivered not less than 30 days prior to such cancellation or alteration. Applicant certifies that comprehensive liability insurance with a combined single limit of not less than \$1,000,000.00 is in effect.

18. ASSIGNABILITY

The City shall not assign any interest in this Contract and shall not transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the City from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the City.

19. NON-WAIVER

The failure of either party to insist upon strict performance of any provision of this Contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Contract.

20. CONTRACT MODIFICATIONS

It is mutually agreed and understood that no modification or waiver of any clause or condition of this Contract is binding upon either party unless such modification or waiver is in writing and executed by the County and the City.

21. SEVERABILITY

If any portion of this Contract is changed per mutual contract or any portion is held invalid, the remainder of this Contract shall remain in full force and effect.

22. NOTICES

A. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Cus Arteaga
City Administrator/Public Works Director
207 West Second Street
Grandview, WA 98930

TO COUNTY: Craig Warner, Financial Services Director
128 North Second Street, Room 232
Yakima, WA 98901

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

23. INTEGRATION

This Contract contains all terms and conditions agreed to by the County and the City. There are no other oral or written agreements between the City and County as to the subjects contained herein. No changes or additions to this Contract shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

24. GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Contract shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Contract shall be the Superior Court of Yakima County, Washington.

25. FILING

Upon execution by the authorized representatives of the parties, a copy of this Contract shall be promptly filed with the Yakima County Auditor pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the County and the City have executed this Contract as of the date and year last written below.

CITY OF GRANDVIEW

BOARD OF COUNTY COMMISSIONERS

, Mayor Gloria Mendoza

Amanda McKinney, Chair

Approved as to Form:

LaDon Linde, Commissioner

, City Attorney Quinn Plant

Ron Anderson, Commissioner

Approved as to Form:

Attest:

Dan Clark, Deputy Prosecuting Attorney

, City Clerk Anita Palacios

CONTRACT AUTHORIZATION

Attest:

Date 12/13/2022

Julie Lawrence, Clerk of the Board

Date

RESOLUTION NO. 2022-65

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE
TRANSPORTATION IMPROVEMENT BOARD FUEL TAX GRANT
AGREEMENT PROJECT NUMBER 3-E-183(010)-1
FOR THE WEST FIFTH AND ELM STREET OVERLAY**

WHEREAS, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB grant funds in the amount of \$523,922 for the West Fifth and Elm Street Overlay, and

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

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

The Mayor is hereby authorized to sign the Fuel Tax Grant Agreement between the City of Grandview and the Washington State Transportation Improvement Board in the form as is attached hereto and incorporated herein by reference for Project Number 3-E-183(010)-1 West Fifth and Elm Street Overlay.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 13, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Grandview
3-E-183(010)-1
West Fifth and Elm Street Overlay
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Grandview
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the West Fifth and Elm Street Overlay, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Grandview, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 90.0001 percent of approved eligible project costs up to the amount of \$523,922, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

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

3.0 PROJECT DOCUMENTATION

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

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

4.0 BILLING AND PAYMENT

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



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

5.0 TERM OF AGREEMENT

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

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

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

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

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

9.2 DEFAULT

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



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

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

9.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

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

10.0 USE OF TIB GRANT FUNDS

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

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

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



12.0 INDEPENDENT CAPACITY

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

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

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

14.0 DISPUTE RESOLUTION

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



15.0 ENTIRE AGREEMENT

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

16.0 RECORDS MAINTENANCE

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

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

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

12/13/2022
Chief Executive Officer Date

Executive Director Date

Mayor Gloria Mendoza
Print Name

Print Name



Project Funding Status Form

Agency Name: **GRANDVIEW**
Project Name: **West Fifth and Elm Street Overlay**
Multiple Locations

TIB Project Number: **3-E-183(010)-1**

Verify the information below and revise if necessary.
Email to: Your TIB Engineer

PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
GRANDVIEW	58,213	
WSDOT	0	
Federal Funds	0	
TOTAL LOCAL FUNDS	58,213	

Signatures are required from two different agency officials. Email a signed copy of this form to your TIB Engineer.

Mayor or Public Works Director

Signature

December 13, 2022
Date

Gloria Mendoza
Printed or Typed Name

Mayor
Title

Financial Officer

Signature

December 13, 2022
Date

Matt Cordray
Printed or Typed Name

City Treasurer
Title

RESOLUTION NO. 2022-66

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2022-07 WITH HLA ENGINEERING AND
LAND SURVEYING, INC., FOR THE HEADWORKS BYPASS IMPROVEMENTS**

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 Headworks Bypass Improvements,

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. 2022-07 with HLA Engineering and Land Surveying, Inc., to provide professional engineering and land surveying services for the Headworks Bypass Improvements with a total fee for services in the amount of \$34,000 (\$12,000 for design engineering and \$22,000 for construction engineering) 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 December 13, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2022-07

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Headworks Bypass Improvements
HLA Project No. 22211E

The City of Grandview's existing headworks distribution box has a failed slide gate, which hinders plant flow flexibility. A new headworks distribution box bypass will be installed to allow the operator to direct flow around the box. The total project cost, including final design engineering and construction engineering services, is estimated to be \$150,000 and is included in the City's 2023 budget. Most of the project design has already been completed under the General Services Agreement. This scope of services will include furnishing final plans and specifications, bidding support services, and construction engineering services.

SCOPE OF SERVICES:

At the direction of the City of Grandview (CITY), HLA shall provide professional engineering services for the Headworks Bypass Improvements project (PROJECT). HLA services shall include the following:

1.0 Design Engineering

This phase results in the completion of previously drafted design plans, and the preparation of project specifications and bid documents. Additional tasks are listed below:

- 1.1 Prepare final design plans, specifications, and estimate for the CITY and provide a complete plan set, including plan sheets with construction notes and plan details.
- 1.2 Upon authorization from the CITY, furnish electronic copies of final documents suitable for bidding. Five (5) printed copies of the contract documents will be made for later distribution to the CITY and Contractor after the contract is awarded. It is assumed no more than one (1) bid package will be prepared corresponding to one (1) construction phase.
- 1.3 Prepare the advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees will be paid by the CITY.
- 1.4 Transmit plans and specifications to dry utility companies, including power, cable, natural gas, and telephone to advise them of pending construction.
- 1.5 Provide contract documents to potential bidders, as requested, and maintain planholders list.
- 1.6 Answer and supply such information as requested by prospective bidders.
- 1.7 Prepare and issue addenda to contract documents, if necessary.
- 1.8 Attend the bid opening and participate in bidder evaluation process following receipt of bids.
- 1.9 Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
- 1.10 Make recommendation to the CITY of construction contract award to the lowest responsible bidder, as requested.

2.0 Construction Engineering

Services during construction will be provided as listed below:

- 2.1 Prepare and transmit Notice of Award to the Contractor.
- 2.2 Coordinate execution of construction contract with the CITY and Contractor, including review of bond and insurance requirements.
- 2.3 Coordinate and facilitate the preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies.
- 2.4 Prepare and issue Notice to Proceed to the Contractor.
- 2.5 Furnish field survey crew necessary to set horizontal and vertical control for the PROJECT site.
- 2.6 Furnish a qualified resident engineer (inspector) to observe PROJECT construction for substantial compliance with plans and specifications, and CITY Construction Standards.
- 2.7 Field measure and/or compute pay item quantities. Prepare and file PROJECT progress reports with the CITY, and provide monthly progress pay estimates to the CITY.
- 2.8 Administer construction meetings (as needed).
- 2.9 Consult and advise the CITY during construction and make a final report of the completed work.
- 2.10 If required, monitor Contractor and subcontractor compliance with State labor standards during construction, including checking monthly certified payrolls, conducting employee interviews in the field, and issuing letters of non-compliance and/or letters of missing documents.
- 2.11 Review Contractor's submission of samples and shop drawings, when applicable.
- 2.12 Review materials testing results for compliance with the plans and specifications.
- 2.13 Prepare and submit proposed contract change orders when applicable.
- 2.14 Perform final walk-through with the CITY and Contractor, and issue final punch list.
- 2.15 Prepare and furnish record drawings and field notes of all completed work from as built drawings and field records provided by the resident engineer and Contractor.
- 2.16 Prepare final pay estimate and contract closeout package.

3.0 Additional Services

- 3.1. Provide professional engineering and construction services for additional work requested by the CITY that is not included in this Task Order.

4.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 4.1. Provide full information as to CITY requirements of the work items.
- 4.2. 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.

- 4.3. 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.
- 4.4. 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.
- 4.5. Pay for project bid advertisement costs.

TIME OF PERFORMANCE:

Following receipt of signed Task Order, HLA will diligently pursue completion of the PROJECT as follows:

1.0 Design Engineering

HLA will provide plans, specifications, and estimate within ninety (90) calendar days from the date of receipt of signed Task Order. Final plans, specifications, and estimate for the PROJECT are intended to be completed in time for construction of the improvements in the spring of 2023.

2.0 Construction Engineering

Engineering services during construction of the PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through the completion of construction, and completion of as-constructed drawings. A maximum of ten (10) working days has been assumed for the construction of all improvements. Should either the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond ten (10) total working days shall be considered additional services.

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

1.0 Design Engineering

All work for design engineering shall be performed for the lump sum fee of \$12,000.00.

2.0 Construction Engineering

All work for construction engineering shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$22,000.00.

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:  12/7/2022
HLA Engineering and Land Surveying, Inc. Date
Michael T. Battle, PE, President

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

RESOLUTION NO. 2022-67

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE TECHNICAL ASSISTANCE CONTRACT
NO. 010123GV WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS**

WHEREAS, the City of Grandview wishes to enter into a Technical Assistance Contract with the Yakima Valley Conference of Governments for technical planning assistance,

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 Technical Assistance Contract No. 010123GV with the Yakima Valley Conference of Governments 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 December 13, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Organization Name: CITY OF GRANDVIEW
TECHNICAL ASSISTANCE CONTRACT NO. 010123GV

THIS CONTRACT, entered into this (DATE) December 13, 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, Conference Chair, JAMES A. RESTUCCI, acting hereunto duly authorized, CITY OF GRANDVIEW, a municipal corporation or organization, located within Yakima County, State of Washington (hereinafter called the "City" or "Organization"), acting herein by (Name of Mayor or E.D.) Mayor Gloria Mendoza Executive Director or Mayor, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City or Organization has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City or Organization is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City/Organization and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

1.1 Develop or assist in development of grant applications for community projects as requested by the Mayor or Executive Director;

1.2 Assist the City or Organization in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the Mayor or Organization;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

1.4 Other Services - Choose One

Not Applicable

See Attached Additional Scope of Services

2. Time of Performance. The services provided by the Conference pursuant to this contract shall:

Commence on January 1, 2023 and shall end on December 31, 2023

3. Access to Information. It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City or Organization. No charge shall be made to the Conference for such information, and the Organization will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement to be paid by the City or Organization hereunder shall not exceed \$ 30,000.00 for all services required.

In addition, the City or Organization will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the Social Security, Workmen's Compensation and Income Tax Laws for persons other than Organization employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to CITY OF GRANDVIEW for payment based upon work completed for CITY OF GRANDVIEW . Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, CITY OF GRANDVIEW or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either CITY OF GRANDVIEW or the Conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, CITY OF GRANDVIEW will compensate the Conference for that portion of services extended unto CITY OF GRANDVIEW .

7. Modification. The terms of this contract may be changed or modified by mutual agreement of CITY OF GRANDVIEW and the Conference in the form of written amendments to this contract.

8. Contract for Continuation. CITY OF GRANDVIEW shall give notice of their intent to continue or discontinue the contractual agreement for the year 2023 , at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

CITY OF GRANDVIEW YAKIMA COUNTY

BY: _____
Conference Chair

BY: _____
Mayor Gloria Mendoza

ATTEST: _____
Secretary

ATTEST: _____