

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, MARCH 14, 2023**



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**
- 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 February 28, 2023 Committee-of-the-Whole meeting 1-4
 - B. Minutes of the February 28, 2023 Council meeting 5-7
 - C. Payroll Check Nos. 13174-13200 in the amount of \$27,228.76
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 60995-61005 in the amount of \$99,593.11
 - E. Payroll Direct Deposit 02/16/23-02/28/23 in the amount \$131,346.72
 - F. Claim Check Nos. 126023-126134 in the amount of \$736,777.82
- 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. 2023-09 authorizing the Mayor to sign an amendment to the College/ City Library Terms of Agreement between the Yakima Valley College and the City of Grandview 8-15
 - B. Resolution No. 2023-10 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League 16-21
 - C. Resolution No. 2023-11 authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside, Washington and the City of Grandview, Washington for the housing of inmates Addendum III Housing of Inmates 22-23

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D. Resolution No. 2023-12 authorizing the Mayor to sign the 2023 Yakima County Information Technology Services Interlocal Agreement	24-33
E. Resolution No. 2023-13 accepting the WWTP Energy Upgrades – Equipment Only as complete	34-39
F. Resolution No. 2023-14 accepting the bid for the Country Park Well – Drilling, Casing and Testing and authorizing the Mayor to sign all contract documents with Empire Well Drilling, LLC	40
8. UNFINISHED AND NEW BUSINESS	
9. CITY ADMINISTRATOR AND/OR STAFF REPORTS	
10. MAYOR & COUNCILMEMBER REPORTS	
11. ADJOURNMENT	

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, March 14, 2023 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/86811589443?pwd=M3JLTjViS2NseFZXs1M5WVIZWJUZz09>

To join via phone: +1 253 215 8782

Meeting ID: 868 1158 9443

Passcode: 204043

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
FEBRUARY 28, 2023**

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 Jessie Espinoza, Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: Councilmember David Diaz

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, Library Director Wendy Poteet, Parks & Recreation Director Gretchen Chronis, Police Chief Kal Fuller, Assistant Police Chief Seth Bailey, Assistant Public Works Director Todd Dorsett, WWTP Superintendent Dave Lorenz and City Clerk Anita Palacios

3. PUBLIC COMMENT

Yakima County ARPA Funds – Ladon Linde, Yakima County Commissioner, reported that Yakima County awarded the City \$850,000 through their ARPA funds towards the Source Well Improvements.

Grandview Chamber of Commerce – Cody Goepner, Board member, reported that the “Night Among the Star” auction and community awards banquet would be held on March 10th. The Board held their annual retreat this past weekend.

4. NEW BUSINESS

A. Grandview Library Update

Library Director Wendy Poteet provided an update on the goals, vision, programming and staffing at the Grandview Library

Also in attendance was Pedro Navarrete, YVC Grandview Campus Assistant Dean.

Discussion took place. No action required.

B. Resolution authorizing the Mayor to sign an amendment to the College/City Library Terms of Agreement between the Yakima Valley College and the City of Grandview

City Administrator Arteaga explained that on March 2011, the City entered into the College/City Library Terms of Agreement between Yakima Valley College and City of Grandview. The agreement established the terms of the collocation/joint occupancy of the library building by the

College and City, supports the goal of the College and City to provide college and community access to library resources and services, and addresses building operation, appropriate use of space, space sharing, programming and student services. The Library Coordinating Council wished to have the agreement amended to provide that the Coordinating Council membership would be the YVC Dean of the Grandview Campus or designee, the YVC Vice President, the YVC Library & Media Director, the Grandview City Administrator, the Grandview City Clerk, and the Grandview Library Director.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign an amendment to the College/City Library Terms of Agreement between the Yakima Valley College and the City of Grandview to the March 14, 2023 regular meeting for consideration.

Roll Call Vote:

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

C. Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League

Parks & Recreation Director Chronis explained that Washington Cities Insurance Authority strongly recommends that the City enter into Recreational Use Permits between those athletic organizations that are utilizing City owned recreational facilities to conduct their respective programs. She presented the Recreational Use Permit between the City and the Lower Valley Cal Ripken League for the 2023 season. The Lower Valley Cal Ripken League reviewed and signed the agreement.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Espinoza, the C.O.W. moved a resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League to the March 14, 2023 regular meeting for consideration.

Roll Call Vote:

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

D. Police Department FLOCK Camera Update

Assistant Chief Bailey explained that the test program on the FLOCK camera systems began with installation on January 23, 2023. The first two cameras came on-line on January 24, 2023. Within an hour of the cameras being on-line and accessible, the system located and photographed a vehicle stolen out of Sunnyside coming through Grandview and provided notification within 15 seconds of the vehicle being photographed. All 20 cameras have been installed and activated. The Police Department (PD) has been entering vehicles into the program to receive notifications. This has been an extremely exciting and important program for the PD which also has been a force multiplier and has potential to assist in solving numerous cases in the future. Currently, the PD was the only city in the Lower Valley with the program up and running. He expressed gratitude to City Administrator Arteaga for his support getting the system up and running. The City's anticipated install date was at the end of 2023, however, the City's Departments worked together and completed all requirements far ahead of schedule and became the first agency in the area to begin 2023 installations.

Discussion took place. No action required.

E. Resolution authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside, Washington and the City of Grandview, Washington for the housing of inmates Addendum III Housing of Inmates

Police Chief Fuller explained that on November 14, 2017, Council approved Resolution No. 2017-48 authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside and the City of Grandview for the housing of inmates. Addendum III to the Interlocal Agreement between the City of Sunnyside and the City of Grandview for the housing of inmates changes the per day rates from \$57.00 to \$62.00. This agreement allows prisoners to be routinely housed in Sunnyside. Grandview jail continues to only be a temporary holding facility.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside, Washington and the City of Grandview, Washington for the housing of inmates Addendum III Housing of Inmates to the March 14, 2023 regular meeting for consideration.

Roll Call Vote:

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

F. Resolution authorizing the Mayor to sign the 2023 Yakima County Information Technology Services Interlocal Agreement

Police Chief Fuller explained that the Grandview Police Department contracts with Yakima County Information Technology Services to provide internet collections, mobile data terminal connections, and related support services. This contract represents a continuation of current services through December 31, 2023. The 2023 Yakima County Information Technology Services Interlocal Agreement was the same as prior years with the exception of an increase in costs from

\$2,244.48 in 2022 to \$5,638.53 in 2023. Additional costs in this contract represented prices not having been raised for several years and the addition of new firewall support.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign the 2023 Yakima County Information Technology Services Interlocal Agreement to the March 14, 2023 regular meeting for consideration.

Roll Call Vote:

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

G. Resolution accepting the WWTP Energy Upgrades – Equipment Only as complete

City Administrator Arteaga explained that Ixom Watercare, Inc., completed the WWTP Energy Upgrades – Equipment Only. Staff recommended Council accept the project as complete once the requirements in the February 10, 2023 letter from HLA Engineering and Land Surveying, Inc., were satisfied.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Ozuna, the C.O.W. moved a resolution accepting the WWTP Energy Upgrades – Equipment Only as complete to the March 14, 2023 regular meeting for consideration.

Roll Call Vote:

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

6. OTHER BUSINESS – None

7. ADJOURNMENT

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

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
FEBRUARY 28, 2023**

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 Jessie Espinoza, Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: Councilmember David Diaz

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

Roll Call Vote:

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

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, Police Chief Kal Fuller, Assistant Police Chief Seth Bailey, 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 Moore, second by Councilmember Souders, Council approved the February 28, 2023 regular meeting agenda as presented.

Roll Call Vote:

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

4. PRESENTATIONS – None

5. **PUBLIC COMMENT** – None

6. **CONSENT AGENDA**

On motion by Councilmember Rodriguez, second by Councilmember Espinoza, Council approved the Consent Agenda consisting of the following:

- A. **Minutes of the February 14, 2023 Committee-of-the-Whole meeting**
- B. **Minutes of the February 14, 2023 Council meeting**
- C. **Payroll Check Nos. 13159-13173 in the amount of \$105,565.96**
- D. **Payroll Electronic Fund Transfers (EFT) Nos. 60988-60992 in the amount of \$40,526.65**
- E. **Payroll Direct Deposit 02/01/23-02/15/23 in the amount \$130,682.87**
- F. **Claim Check Nos. 125954-126022 in the amount of \$311,714.87**

Roll Call Vote:

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

7. **ACTIVE AGENDA**

A. **Public Hearing – 2023-2028 Six-Year Transportation Improvement Program Amendment**

Mayor Mendoza opened the public hearing to receive comments on an amendment to the 2023-2028 Six-Year Transportation Improvement Program by reading the public hearing procedure.

City Administrator Arteaga explained that the amendment to the 2023-2028 Six-Year Transportation Improvement Program was to revise the project costs to match the amounts awarded by WSDOT/FHWA, shifts the construction phase to 2024, and revises the funding to secured for the Stover Road Railroad Improvements.

No comments were received during the public hearing or by mail and the hearing was closed.

B. **Resolution No. 2023-08 amending the 2023-2028 Six-Year Transportation Improvement Program regarding the Stover Road Railroad Improvements**

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Resolution No. 2023-08 amending the 2023-2028 Six-Year Transportation Improvement Program regarding the Stover Road Railroad Improvements.

Roll Call Vote:

- Councilmember Espinoza – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes

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

C. **Ordinance No. 2023-05 amending the 2023 Annual Budget**

This item was previously discussed at the February 14, 2023 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Ozuna, Council approved Ordinance No. 2023-05 amending the 2023 Annual Budget.

Roll Call Vote:

- Councilmember Espinoza – Yes
- Councilmember Flores – 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**

Officer Involved Shooting – Police Chief Fuller provided a brief update on the officer involved shooting that occurred on February 17, 2023. He explained that the Grandview Police responded to the 400 block of Ave J to deal with a possible suicidal subject. GPD was assisted by Yakima County Sheriff's Office and other outside agencies. An adult male was shot during the incident by a Yakima County Deputy. Per State regulations, the Yakima County Special Investigations Unit (YCSIU) was contacted to handle the investigation. Any further information released on the incident must be handled by the YCSIU.

10. **MAYOR & COUNCILMEMBER REPORTS**

AWC Legislative Action Days – Mayor Mendoza, along with Councilmembers Moore, Souders, Flores and Ozuna provided updates on the AWC Legislative Action Days and meetings with State Legislative representatives.

ARPA Non-Profit Grants – Councilmember Souders suggested that for the next round of ARPA funds, the City solicit grant applications from non-profit organizations.

11. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council meeting adjourned at 7:30 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

RESOLUTION NO. 2023-09

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE COLLEGE/CITY
LIBRARY TERMS OF AGREEMENT BETWEEN YAKIMA VALLEY COLLEGE AND
CITY OF GRANDVIEW**

WHEREAS, Yakima Valley College and the City of Grandview entered into an agreement for collocating a Library on the YVC Grandview Campus on March 22, 2011; and

WHEREAS, the agreement establishes the terms of the collocation/joint occupancy of the library building by the College and City, supports the goal of the College and City to provide college and community access to library resources and services, and addresses building operation, appropriate use of space, space sharing, programming and student services; and

WHEREAS, the Library Coordinating Council wishes to have the agreement amended to provide that the Coordinating Council membership will be the YVC Dean of the Grandview Campus or designee, the YVC Vice President, the YVC Library & Media Director, the Grandview City Administrator, the Grandview City Clerk, and the Grandview Library Director,

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

The Mayor is hereby authorized to sign the College/City Library Terms of Agreement between Yakima Valley College and City of Grandview as amended 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 March 14, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

COLLEGE/CITY LIBRARY TERMS OF AGREEMENT
between
Yakima Valley College and City of Grandview

The following Terms of Agreement are in support of the City of Grandview and Yakima Valley College ("YVC") hereinafter individually referred to as "Organization" and collectively referred to as the "Organizations" for collocating College/City library hereinafter referred to as "Library" on the YVC Grandview campus located at 500 W. Main, Grandview, WA 98930. This agreement: 1) establishes the terms of the collocation/joint occupancy of the library building by the Organizations, 2) supports the goal of the Organizations to provide college and community access to library resources and services, and 3) addresses building operation, appropriate use of space, space sharing, programming, and student services.

TERM OF THE AGREEMENT

Pursuant to the 2009 Legislative mandate (ESHB 1216) appropriating funds to construct, equip, and operate the Library on the YVC Grandview Campus, the term of this agreement shall be continuous from initial occupancy of the Library, except that one or both Organizations may elect to terminate participation in this agreement as set forth in Section V (A) herein.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Washington.

SECTION I: OPERATIONS OVERSIGHT

This agreement will be reviewed and adjusted at a minimum of every two years or sooner as necessary, to ensure that all participants are treated equitably.

A. Matters Impacting Both Organizations

A variety of unanticipated facility/collocation issues may surface during the collocation. The Mayor and College President or designee will meet as needed, to address and/or resolve such issues.

B. Coordinating Council

1. An inter-organizational Coordinating Council shall be appointed and charged with implementing the programmatic and patron services decisions for the Organizations in this facility subject to prior approval by the City Council and College President or designee.

2. The Coordinating Council will represent the Organizations and oversee the operation of the Library and the coordination of programs, support services, policies and procedures.

3. The Coordinating Council's decision(s) shall not be binding on the City or the College as it pertains to any topics of a financial and/or legal ramifications nature

without the prior written approval from the City Council and College President or designee prior to implementation of any decisions.

4. The Coordinating Council membership will be the YVC Dean of the Grandview Campus or designee, the YVC Vice President, the YVC Library & Media Director, the Grandview City Administrator, the Grandview City Clerk, and the Grandview Library Director. A chair will be elected from within the membership with rotation every two years. As the need arises, the Coordinating Council may invite other non-voting Organizational representatives to participate in the meetings. Decisions will be based on a majority vote of the Coordinating Council and each member will have one vote.

5. The Coordinating Council may appoint subcommittees, standing or ad hoc committees as needed, including but not limited to the following standing subcommittees: Facilities; Technical Services; Equipment; Fiscal Planning; and Scheduling.

6. The Coordinating Council may appoint a Library Advisory Committee that shall act in an advisory capacity under the direction of the Grandview Library Director. The Advisory Committee will consist at a minimum of three members.

7. The Coordinating Council will meet at least quarterly. Formal minutes will be taken and distributed in a timely manner.

8. Every two years, the Coordinating Council will conduct a formal assessment of services and programs, which may include facilities, technical services, equipment, and fiscal planning. The results of the assessment will be shared with the City Council and College President or designee.

SECTION II: LIBRARY OPERATIONS

A. Personnel

1. The City of Grandview will have fiscal and supervisory responsibility for Library staff at the January 1, 2011 staffing levels.

2. The Coordinating Council will have oversight of future staffing level changes. Any increase in staffing to accommodate additional hours shall be the responsibility of the requesting Organization.

B. Collections

1. Each Organization will bring to the Library a collection of books and resources. Contributed collections of books and resources shall remain the property of the contributing Organization.

2. Additions/replacement/disposal of property will follow the policies and procedures of the respective Organization.

C. Fees and Fines

1. The Coordinating Council will set standard fees and fines and their application, based on each Organization's policies and procedures.

2. Revenue generated from Library fees and fines will remain in the Library budget of the City to support Library operations.

D. Miscellaneous

Printers and copiers will be maintained by YVC.

SECTION III: FACILITIES

A. Access and Space Utilization

The Organizations will have equal access to Library spaces for the term of this agreement. The Coordinating Council will be responsible for the policies governing general oversight of space utilization and the Grandview Library Director will oversee daily usage of the facility.

B. Scheduling of Space

The Grandview Library Director will coordinate the scheduling of the Library spaces.

C. Furniture

1. Recognizing the unique nature of this project and joint occupancy of a single building by the two Organizations, standardization on furniture for the building is deemed desirable and necessary. Therefore, the Organizations will work together, in identifying furniture needs for the Library, including program spaces and public areas. The Organizations, through the Coordinating Council, will determine jointly the paint and fabric colors for all areas of the building.

2. The furniture in the Library will be the property of YVC, except for furnishings supplied by the City. The Coordinating Council will have control over the use and placement of furniture in the Library. Both Organizations agree that no furniture will be removed from Library without agreement from both Organizations.

3. All furniture in common areas and common offices purchased with college/city construction funds will remain the property of YVC, unless such furnishings were provided by the City. If an Organization terminates its participation in the agreement and leaves the campus, it may remove furniture brought into the building after the initial occupancy when the furniture is identified by the Organization's inventory tag. Each Organization will be responsible for conducting its own inventory of furnishings brought to the Library.

D. Equipment

1. For the purposes of this section, the term equipment refers to portable equipment, (e.g., computers, fax machines, and copiers) and support system equipment, (e.g., computer network equipment, technical support systems and fixed multi-media).

2. Equipment purchased with college/city construction funds, located within Library spaces will be owned, inventoried, and maintained by YVC, except for equipment supplied by the City which will be inventoried according to City procedures.

3. YVC will be responsible for maintenance of equipment.

4. If an Organization terminate its participation in this agreement, equipment that has the Organization's inventory tag will be allowed to be taken by the departing Organization. All equipment purchased with college/city construction funds will remain with the Library building.

E. Facility Remodeling/Modification

Remodeling and renovation of spaces may be recommended by the Coordinating Council to the City Council and College President or designee. If approved, funding for the remodel or renovation is the responsibility of the respective Organization. YVC shall manage all facility modifications.

SECTION IV: SUPPORT SERVICES

A. Technical Support Services

1. The Coordinating Council will discuss their respective technology requirements and develop plans for addressing those requirements with maximum sharing of resources. Direct costs associated with technology support will be paid by YVC.

2. The Organizations will routinely review their respective operational requirements and shared resources.

3. YVC Technology Services will assure that the appropriate level of technical support is provided to meet the expectations of YVC standards.

B. Telephone and Computer Network Service

1. YVC shall provide and maintain phone and network services.

2. All phone and network equipment within all Library space will be owned, inventoried and maintained by YVC.

3. YVC will install and maintain software on computers located in the Library.

C. Insurance

1. The building will be insured as provided in the financing documents.

2. YVC will maintain boiler and machinery insurance coverage on the building.

3. The City will insure the collection of books, resources and inventoried assets belonging to the City.

4. If any losses occur, the Coordinating Council will analyze the loss and make a recommendation for replacement to the City Council and College President or designee who shall jointly reach a final decision.

5. Each party to this agreement shall be responsible for any and all claims, damages or other liability, including costs of defense and attorney's fees, arising out of the acts or omissions of its officers, employees and/or agents. Neither party assumes responsibility for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

D. Hours of Operations

Hours of operation of the building shall be determined by the combined operating schedule and needs of the Organizations; taking into account differing evening and weekend scheduling. The hours of operations will be assessed and reviewed as necessary with a minimum of 40 hours of operations being maintained, subject to mutual agreement by the City Council and College President or designee, all based on resource availability as determined by each respective Organization.

E. Maintenance, Custodial, and Security Services

1. All levels of maintenance, custodial, and security services shall be provided by YVC and will be in accordance with established standards and as prescribed by YVC's policies and procedures.

2. YVC shall include the building in its space inventory and maintenance and utilities costs for the entire building and grounds in the building maintenance section of its operating budget for the campus.

3. The Coordinating Council will have oversight of maintenance level changes.

SECTION V: MISCELLANEOUS

A. Termination/Withdrawal of Agreement

Either Organization may terminate/withdraw its participation in this Agreement by providing to the remaining Organization 365 days prior written notification of intent to withdraw. If either Organization does terminate/withdraw, it shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination/withdrawal. The Agreement shall terminate upon withdrawal of either Organization. If this Agreement is terminated, furniture and equipment shall be distributed as set forth in Section III (C) and III (D) of this Agreement.

B. Dispute Resolution

The Organizations shall work cooperatively to resolve any disputes arising under this agreement or their joint occupancy of the Library. Any disputes shall be submitted for resolution to the Coordinating Council. If the Coordinating Council is not able to resolve the dispute, it shall be submitted to the Mayor and College President or designee from each Organization. If the Mayor and College President or designee are not able to resolve the dispute, the dispute shall be submitted to a third party mediator for resolution.

C. Disclaimer of Other Relationships

This Agreement does not create a relationship of agency, partnership, joint-venture or license between the parties.

D. Non-Assignment

Neither Organization may assign its rights under this Agreement without the written permission of the other Organizations.

E. Integration and Modification

This Agreement contains all terms and conditions agreed to by the Organizations, except the parties agree that there will be further terms and conditions reflected in financing and operational agreements which the parties will have to mutually agree upon subsequent to the signing of this agreement. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Organizations party hereto, except as indicated above. This Agreement may be amended by mutual agreement of the Organizations. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each Organization after the City Council and College President or designee have approved of such amendment(s).

F. Records Maintenance

The Organizations shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by any

Organization in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of all Organizations, other personnel duly authorized by either party, Washington State's Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and Washington State's Office of the State Auditor, federal auditors, and any persons duly authorized by the Organizations shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one Organization to this agreement to another Organization, will remain the property of the furnishing party, unless otherwise agreed. The receiving Organization will not disclose or make available this material to any third parties without first giving notice to the furnishing Organization and giving it a reasonable opportunity to respond. Each Organization will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

G. Notices

All notices, demands, requests or other communications required to be given or sent to the Organizations under this Agreement will be in writing and will be mailed by first-class mail, postage prepaid to the designated person identified by each of the Organizations. The designated persons and/or positions are:

- For the College: YVC President, P.O. Box 22520, Yakima, WA 98907-2520
- For the City: Mayor, 207 West Second Street, Grandview, WA 98930

IN WITNESS WHEREOF, the undersigned parties to this Agreement affirm that they have been granted the authority to sign this document on behalf of their respective organizations.

Yakima Valley College

City of Grandview

President Date

Mayor Date

Attest:

City Clerk

Approved as to form:

Approved as to form:

Assistant Attorney General, Date

City Attorney Date

RESOLUTION NO. 2023-10

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A RECREATIONAL USE PERMIT
BY AND BETWEEN THE CITY OF GRANDVIEW AND THE
LOWER VALLEY CAL RIPKEN LEAGUE**

WHEREAS, the City of Grandview and the Lower Valley Cal Ripken League desire to enter into a Recreational Use Permit regarding the use of the Ralph Scott Memorial Ballfields at the Country Park Events Center;

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

The Mayor is hereby authorized to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League 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 March 14, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RECREATIONAL USE PERMIT
By and Between
City of Grandview and Lower Valley Cal Ripken League

This Agreement entered into this 28th day of February, 2023, by and between the City of Grandview, and Lower Valley Cal Ripken League for the uses and purposes stated herein and below.

1. Recitals

A. The City of Grandview, hereafter called the "City" is a municipal corporation of the State of Washington, with City Hall located at 207 W. 2nd Street, Grandview, WA 98930.

B. Lower Valley Cal Ripken League, hereafter called "Baseball League" is a non-profit organization with organized and stated purposes of organizing baseball competition between teams of the organization.

C. City owns Ralph Scott Memorial Ball Fields at the Country Park Events Center. Such facilities include baseball fields suitable for competition, hereafter called the "Baseball Facility".

D. City and Baseball League desire to enter into a Recreational Use Permit regarding the use of Baseball Facility.

2. Agreement

Wherefore, in consideration of mutual covenants, conditions and promises herein, the parties agree as follows:

Responsibilities of Baseball League:

A. Baseball League seeks to gain access for the use of Baseball Facility to conduct a program of baseball, in accordance with its own rules and regulations.

B. Baseball League shall pay the City a Recreational Use Permit fee of \$25 for each use of the ball field lights. An accurate account of each use of the ball field lights will be recorded by the league and submitted to the City at the end of the season for appropriate billing. The Recreational Use Permit authorizes Baseball League to use the Baseball Facility as mutually scheduled between March 13 and July 28, 2023. Baseball League acknowledges that City sponsored programs and community events have scheduling priority over Baseball League's use of the Baseball Facility under this Agreement, and that Baseball League may not use the Baseball Facility if such use conflicts with a City sponsored program or community event. Baseball League shall not use the Baseball Facility additionally without first obtaining further written permission from the City and the payment of additional fees as established by the City.

C. At no time shall Baseball League participants, coaches, officials, spectators, vendors or any other people drive or park any vehicles on the Baseball Facility, except maintenance and emergency response vehicles. No vehicles shall be allowed on the field or the grass at the Country Park Events Center, except maintenance and emergency response vehicles. All vehicles must be parked in spaces designated for parking. Only individuals with a current Washington State Disabled Parking Permit will be allowed to park in designated disabled parking areas. All other vehicles associated with the Baseball League will park in the main parking lot at the Country Park Events Center.

D. Baseball League shall be solely and completely responsible for maintaining the dirt infields, facility fencing, dugout shelters, benches, storage units/areas and on site equipment in a clean, neat and safe condition. The City will be responsible for mowing and trimming of grass, restroom maintenance and garbage dumpsters. Baseball League shall provide routine litter clean-up and shall properly dispose of all trash on or surrounding the Baseball Facility, including parking areas, during the period of time that Baseball League shall be using the Baseball Facility. Baseball League shall be responsible for any damage that occurs to the Baseball Facility as a result or incidental to, Baseball League's use of the Baseball Facility under this Agreement. It is the responsibility of the Baseball league to keep all participants and spectators out of the livestock building and amphitheater areas. Baseball League will be allowed to engage in off-season field and structure maintenance of the baseball facility as scheduled through the parks and recreation department.

E. Should Baseball League desire to make improvements and/or install equipment for use on the Baseball Facility, Baseball League shall seek prior written approval of the City before any equipment may be installed. Baseball League shall be solely responsible to ensure that said equipment meets the requirements of the U.S. Consumer Products Commission or other state or federal agency charged with the establishment of safety standards for such equipment. Upon installation of said equipment, such equipment shall remain the sole property of the City unless otherwise specifically agreed upon in writing by both parties.

F. Baseball League is aware of and will abide by all elements of the Grandview Municipal Code of Chapter 12.20 (Park Code).

G. Indemnification/Hold Harmless. User shall defend, indemnify and hold harmless the City of Grandview, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Grandview.

H. Insurance Term. User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

I. **No Limitation.** User's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Grandview's recourse to any remedy available at law or in equity.

J. **Required Insurance.** User's required insurance shall be as follows: General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Grandview shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate. General Liability insurance shall also include coverage for participant liability with limits of not less than \$1,000,000 per occurrence. The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Grandview. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Grandview shall be excess of the User's insurance and shall not contribute with it.

K. **City of Grandview Full Availability of User Limits.** If the User maintains higher insurance limits than the minimums shown above, the City of Grandview shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the City of Grandview evidences limits of liability lower than those maintained by the User.

L. **Certificate of Insurance and Acceptability of Insurers.** The User shall provide a certificate of insurance evidencing the required insurance before using the Premises. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

M. **Baseball League has inspected the Baseball Facility and the Country Park Events Center and any equipment located upon such facility, and finds such to be adequate for Baseball Leagues use.** Baseball League and those individuals using such facilities and equipment through Baseball League and this Agreement do so at their own risk.

N. **Under a separate Concession Agreement, the Baseball League shall be entitled to operate a concession stand upon site approved by the City.** Baseball League shall comply with all applicable health code requirements, including but not limited to food preparation, storage, sanitation and waste removal. Baseball League shall be solely responsible for compliance with all applicable laws and regulations pertaining to sales tax and tax reporting.

O. **Users of athletic fields and facilities for youth sports shall comply with the guidance of RCW 28A.600.190 and RCW 28A.600.195 regarding youth sports concussion, head injuries and sudden cardiac arrest.**

P. Baseball League agrees to comply with RCW 49.60.500, made applicable to community athletic programs by RCW 35A.21.350, and prohibit discrimination on the basis of gender with respect to all activities undertaken in connection with this Agreement.

Q. Independent Contractors. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture or any other relationship than independent contractors. Baseball League shall be and remain in sole charge, supervision and control of all Baseball League activities, games, training and programs. City shall remain in sole charge, supervision and control of all its parks and recreation programs of the City of Grandview.

R. Term of Agreement. The term of this Agreement shall be for the term of the season set forth in Section B above. Notwithstanding termination of this Agreement through expiration of the term, the provisions relating to insurance and indemnification in Section H arising out of occurrences within the coverage of such insurance and/or use of Baseball League's equipment at any time, shall survive termination of this Agreement.

S. Termination. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other. In the event Baseball League fails to abide by the terms and conditions of this Agreement or in the event of an Emergency, the City may terminate this Agreement upon such terms and at such time as the City deems necessary and appropriate, provided notice of termination for cause shall be provided to Baseball League. For purposes of this section, the term "Emergency" means any changes of the Comprehensive Plan or Parks & Recreation Plan mandated by governmental authorities and agencies with jurisdiction. Notwithstanding an early termination of this Agreement, the provisions relating to insurance and indemnification in Sections G and H arising out of occurrences within the coverage of such insurance and/or use of Baseball League's equipment at any time, shall survive termination of this Agreement.

T. Entire Agreement. This Agreement, with Baseball League's application for use of City's park facilities, constitutes the entire agreement of the parties, and shall not be amended except in writing signed by both parties. All terms and provisions of the City's application for use of park facilities shall apply to this Agreement, and are incorporated herein by this reference. In the event of conflict between this Agreement and the terms and provisions of such application, the terms of this Agreement shall control.

U. Assignment. This Agreement and the terms and provisions herein are personal to Baseball League, and shall not be assigned to any third party without the written authorization of the City, which approval shall not be unreasonably withheld.

Wherefore, this Agreement is deemed executed and effective on the date first referenced above.

City of Grandview

Baseball League

By: _____
Mayor Gloria Mendoza

By: Cody R _____
Baseball League Coordinator

ATTEST:

By: _____
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

RESOLUTION NO. 2023-11

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SUNNYSIDE, WASHINGTON AND THE CITY OF GRANDVIEW,
WASHINGTON FOR THE HOUSING OF INMATES ADDENDUM III**

WHEREAS, the City of Grandview and the City of Sunnyside have previously entered into an Interlocal Agreement for the housing of inmates, and

WHEREAS, the City of Sunnyside desires to modify Section 6(a) Compensation of the Interlocal Agreement,

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

The Mayor is hereby authorized to sign the Interlocal Agreement between the City of Sunnyside, Washington and the City of Grandview, Washington for the housing of inmates Addendum III replacing the compensation rate per day from \$49.00 to \$62.00 effective February 1, 2023 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 March 14, 2023.

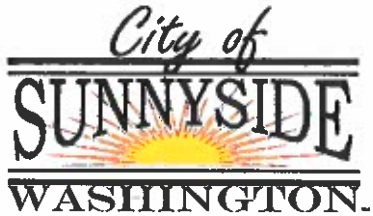
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Sunnyside
818 East Edison Avenue
Sunnyside, Washington 98944
(509) 836-6305 Office

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND THE CITY OF GRANDVIEW, WASHINGTON, FOR THE HOUSING OF INMATES

ADDENDUM III

THIS ADDENDUM TO OUR INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made
and entered into by and between the City of Sunnyside, Washington and the City of Grandview,
Washington;

WHEREAS, the City of Sunnyside and the City of Grandview already have an Agreement for the housing
of inmates;

WHEREAS, the City of Sunnyside desires to modify this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, condition and promises contained herein,
the parties hereto mutually agree as follows:

SECTION 6(a) COMPENSATION shall be repealed and replaced with:

(a) Rates. Sunnyside agrees to accept and house City of Grandview inmates for
compensation per inmate at the rate of \$62.00 per day. The date of booking into the Sunnyside
Jail of any City of Grandview inmate shall be charged a minimum of a full daily rate per inmate
regardless of the time of booking within a 24 hour period. The date of release from the
Sunnyside Jail and/or returned to City of Grandview, regardless of the time frame within a 24
hour day shall not constitute a charge by the City of Sunnyside against City of Grandview.

This Agreement shall be effective from February 1, 2023 or once fully endorsed by both parties,
whichever is latter.

The remainder of the original Agreement remains unchanged.

CITY OF SUNNYSIDE

City of Grandview

[Signature]
City Manager

DATE: 12/22/2022

DATE: _____

ATTEST:

[Signature]
City Clerk

City Clerk

CITY CONTRACT NO: A-2023-32
RESOLUTION NO: 2014-55
COUNCIL MTC.

RESOLUTION NO. 2023-12

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE 2023 YAKIMA COUNTY
INFORMATON TECHNOLOGY SERVICES INTERLOCAL AGREEMENT**

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

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

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

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

The Mayor is hereby authorized to enter into the 2023 Interlocal Agreement with Yakima County Technology Services in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on March 14, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Yakima County Information Technology Services

Yakima County Information Technology Building
217 North 1st Street
Yakima, WA 98901
Phone: (509)574-2000 - FAX: (509)574-2001
Internet: www.co.yakima.wa.us

INTER-LOCAL AGREEMENT

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

Agency Grandview Police Department

Street Address 207 West Second Street
City, State, Zip Grandview, WA 98930

1. Purpose

This Inter-Local Agreement Number, 2023-015 (ILA) is executed by Yakima County Information Technology Services (YCITS) and Grandview Police Department. This ILA sets forth the obligations of the parties with respect to YCITS' provision of business related technology services. Grandview Police Department will be referred to in this document as 'the Customer', and Yakima County will be referred to as 'the County'.

2. Term and Termination

The term of this ILA is effective upon the date of execution by both parties and shall remain in full force and effect for one year (January 1, 2023 through December 31, 2023). Renewal will occur upon customer signing a new Inter-Local Agreement Attachment A: Service Locations and Costs form which the county will send out yearly. The attachment A renewal form will include any price changes.

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

3. Scope of Agreement

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

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

4. Service Costs, Billing and Termination Liability

The customer agrees to pay YCITS all nonrecurring costs (purchase, configuration and installation) and recurring yearly costs, fees, and charges associated with the Services that are requested. The rates for the yearly charges for the 2023 fiscal year are listed in Attachment A.

YCITS will bill the customer: Annual Monthly Quarterly

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

Customer agrees to pay any termination liability assessed by a third party vendor on YCITS.

5. Information Technology Services Help Desk

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

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

Helpdesk tickets can also be created by sending an email with a description of the problem in the body of the email to TS-Help.Desk@co.yakima.wa.us.

6. Network Maintenance

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

7. Problem Management

Problem Reporting

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

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

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

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

Problem Resolution

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

8. Inter-local Agreement Changes

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

9. Authorization/Acceptance

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

Attachment A

ILA Grandview Police Department 2023-015

Services, Locations, and Costs

Annual Cost of Services Provided to Customer			
by Yakima County			
Prepared: 9/14/2022			
Description	Quantity	Unit Cost	Annual Cost
Dedicated Internet Access (25 Mbps) Circuit ID: INT509	1	\$2,100.00	\$2,100.00
Netmotion Vendor Support	17	\$111.09	\$1,888.53
Firewall Setup, Maintenance, and Administration (not to exceed 8 hours)	1	\$450.00	\$ 450.00
Dedicated Ethernet (10 Mbps) Circuit ID: ETH255.14 (Grandview water tower for YSO dispatch)	1	\$1,200.00	\$1,200.00
Total			\$5,638.53

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

Only services and/or support items listed are included in this agreement. YCITS has the right to decline any work requests not listed in this agreement. Accepted requests made by the customer to YCITS for items not listed in this agreement will be charged at \$100/hour at quarter hour increments for services provided during working hours. Outside normal business hours will be charged \$150/hour in quarter hour increments, with a minimum one hour charge. Other services and support may be negotiated upon request.

No software license fees are included in this agreement.

Contact Information

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

Customer Contact		YCITS Contact	
Name	Kal Fuller	Name	Dale Panattoni
Agency Name	Grandview Police Department	Agency Name	Yakima County Information Technology Services
Street Address	207 West Second Street	Street Address	217 N. First Street
City, State, Zip	Grandview, WA 98930	City, State, Zip	Yakima WA 98901
Phone:	509 882-2000	Phone:	509-574-2005
Email:	kal.fuller@grandviewpd.us	Email:	dale.panattoni@co.yakima.wa.us

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

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

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

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

Please provide the point of contact for billing.

Billing Customer Contact	
Name	Seth Bailey
Street Address	207 West Second Street
City, State, Zip	Grandview, WA 98930
Phone:	509 882-2000
Email:	seth.bailey@grandviewpd.us

Attachment B
ILA Grandview Police Department 2023-015

Terms of Service

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

6. Administration

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

b. Hours of operations

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

c. Troubleshooting after business hours

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

Attachment C
ILA Grandview Police Department 2023-015

Disclosure

1. Nondisclosure of Confidential and Personal Information

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

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

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

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

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

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

2. Compelled Disclosure of Information

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

3. Public Information Requests

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

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

APPROVED
Yakima County Information Technology
Services

APPROVED
City of Grandview

Signature
Dale A. Panattoni, Director

Signature
Gloria Mendoza, Mayor

Date

Date

RESOLUTION NO. 2023-13

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE WWTP ENERGY UPGRADES – EQUIPMENT ONLY
AS COMPLETE**

WHEREAS, the City contracted with Ixom Watercare, Inc., to perform work for the WWTP Energy Upgrades – Equipment Only; and,

WHEREAS, the City's Public Works Director has determined that the work performed by Ixom Watercare, Inc., on this project is complete and ready for final acceptance by the City Council,

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

The City of Grandview accepts the WWTP Energy Upgrades – Equipment Only as complete and authorizes staff to release the retainage to Ixom Watercare, Inc., once the conditions in the February 10, 2023 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on March 14, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



February 10, 2023

City of Grandview
207 West 2nd Street
Grandview, WA 98930

Attn: Cus Arteaga, City Administrator/Public Works Director

Re: City of Grandview
WWTP Energy Upgrades – Equipment Only
HLA Project No.: 22007G
Project Acceptance

Dear Cus:

This letter serves as recommendation for acceptance for the above referenced project by the City of Grandview. HLA has reviewed the contract with Ixom Watercare, Inc. (Ixom) and believe the terms of the contract have been successfully completed.

Enclosed is Progress Estimate No. 1, designated as the Final for work performed by Ixom Watercare, Inc. This Progress Estimate was previously considered and accepted by the City of Grandview Council and consequently paid, therefore, no further payment is due.

Retainage in the amount of \$10,497.45, may be released to Ixom after project acceptance and when the City of Grandview confirms no liens have been received for this project. Our office has verified the 8.0% Washington State Sales Tax in the amount of \$16,795.92 has been paid to the Dept. of Revenue by Ixom Watercare, Inc.

Closeout Documentation for this project includes:

- ❖ Final Progress Estimate signed by Ixom and Justin Bellamy, PE.
- ❖ Final Contract Voucher Certification signed by Ixom stating all labor and materials furnished on this project have been paid.
- ❖ Information provided by Ixom confirming their payment of Washington State Sales Tax.

Please note this contract was to supply equipment only therefore, Intent to Pay Prevailing Wages, Certified Payroll Reports, and Affidavits of Wages Paid were not required to be submitted by Ixom.

Our office will retain an electronic copy of the project files on the City's behalf, should you need them in the future.

City of Grandview
February 10, 2023
Page 2

Please provide our office with a copy of the City of Grandview resolution authorizing project acceptance and notify our office retainage is released so we may note your file.

Please contact this office if you have questions or if we may furnish additional information.

Very truly yours,



Digitally signed by Justin Bellamy
Date: 2023.02.10 11:45:03-08'00'

Justin L. Bellamy, PE

JLB/jld

Enclosures

CONSTRUCTION PROGRESS ESTIMATE

CITY OF GRANDVIEW
 207 WEST 2ND ST.
 GRANDVIEW, WA 98930
 TO: Ixom Watercare, Inc.
 3225 Hwy 22 N.
 Dickinson, ND 58601

HLA PROJECT NO.: 22007G

PROGRESS ESTIMATE NO.: 1 & Final
 FROM: Oct. 25, 2022 TO: Nov. 25, 2022



BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	
1	Bond, Insurance, and Submittals	LS	1	\$ 5,091.00	\$ 5,091.00	1	\$ 5,091.00	1	\$ 5,091.00	100%
2	Lagoon Missing Equipment and Materials, Including Tethering Cable and Electrical Cable, Complete	LS	1	\$ 179,033.00	\$ 179,033.00	1	\$ 179,033.00	1	\$ 179,033.00	100%
3	Inspection, Placement, Startup, Training, and Warranty Support Services	LS	1	\$ 25,825.00	\$ 25,825.00	1	\$ 25,825.00	1	\$ 25,825.00	100%
4	Record Drawings and O&M Manuals	LS	1	\$ -	\$ -	0	\$ -	0	\$ -	0%

Subtotal	\$ 209,949.00	\$ 209,949.00	\$ 209,949.00	100%
8.0% Sales Tax	\$ 16,795.92	\$ 16,795.92	\$ 16,795.92	
Project Total	\$ 226,744.92	\$ 226,744.92	\$ 226,744.92	
Project Total (Including Sales Tax)	\$ 226,744.92	\$ 226,744.92	\$ 226,744.92	100%
Retainage Withheld 5%	\$ (10,497.45)	\$ (10,497.45)	\$ (10,497.45)	
Plus Materials on Hand	\$ -	\$ -	\$ -	
Amount Due Progress Estimate No. 1 & Final	\$ 216,247.47	\$ 216,247.47	\$ 216,247.47	

I hereby certify that the foregoing is a true and correct statement of the work performed under this contract.

Digitally signed by Justin Bellamy
 Date: 2023.02.10 11:12:16-0800

Justin L. Bellamy, PE

I hereby accept the Final Progress Estimate and Final Contract Voucher Certification, in accordance with Section 1-09.9 of the WSDOT Standard Specifications.

Ixom Watercare, Inc.



PROJECT NAME: WWTP Energy Upgrades – Equipment Only

PROJECT NUMBER: 22007G

Date Work Physically Completed: November 9, 2022

Final Contract Amount: \$226,744.92

All work on the above referenced project has been completed in accordance with the contract documents and the final inspection has been completed, including all required project documentation.

I, the undersigned, certify and declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct: I am authorized to sign for the claimant; that in connection with the work performed and, to the best of my knowledge, no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Grandview; nor have I rented or purchased any equipment or materials from any employee of the City of Grandview; that the attached final estimate is a true and correct statement showing all the monies due the claimant from the City of Grandview for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same and; that I, on behalf of the claimant, hereby release and forever discharge the City of Grandview from any and all claims of whatsoever nature which I or the claimant may have, arising out of the performance of said Contract, which are not set forth in said final estimate.

The undersigned, Ixom Watercare, Inc., also hereby certifies that all subcontractors, suppliers, and employees have been paid in accordance with the Contract Documents and all applicable laws, except for Retainage, if any, remaining to be paid.

Contractor: Ixom Watercare, Inc.

Address: 3225 Hwy 22 N.
Dickinson, ND 58601

Authorized Official:  Date: 01/10/2022
Contractor Signature

Print Name: Scott Monkley Title: Operations Manager

RE: Proof of Washington State Sales Tax Payment



Briana Witten-Ho

To: Teia Hoffart, Adele Littamey, Zhi Lim
Cc: Army Dinius, Ryan Panning

Reply

Reply All

Forward

Sun 1/15/2023 2:19

Hi Teia

Adele released the payment on Friday, here is the payment confirmation from WA Department of Revenue. If they need more, Zhi should be able to get you a screen shot from HSBC.

Good luck on that last 5% payment.

Kind regards
Briana



Business Licensing and Tax

November 2022

Period Payment

November 2022

Expense Tax

602-814-137

DCM WATERCARE INC.

Payment

Applies To

November 2022

17,299.11

History

Source ACH Debit

Posted Jan-11-2023

Received Jan-10-2023

RESOLUTION NO. 2023-14

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE COUNTRY PARK WELL – DRILLING, CASING AND
TESTING AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT
DOCUMENTS WITH EMPIRE WELL DRILLING, LLC**

WHEREAS, the City of Grandview has advertised for bids for the Country Park Well – Drilling, Casing and Testing; and,

WHEREAS, Empire Well Drilling, LLC, of Wenatchee, Washington, has submitted the lowest responsible bid, which bid has been accepted;

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

The Mayor is hereby authorized to sign all contract documents with Empire Well Drilling, LLC, for the Country Park Well – Drilling, Casing and Testing in the amount of \$1,557,036.00.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on March 14, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY