

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, MAY 9, 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**

**PAGE**

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVE AGENDA**
- 4. PRESENTATIONS**
  - A. Introduction of new Police Department employees
- 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 April 25, 2023 Committee-of-the-Whole meeting 1-4
  - B. Minutes of the April 25, 2023 Council meeting 5-10
  - C. Payroll Check Nos. 13259-13285 in the amount of \$28,494.18
  - D. Payroll Electronic Fund Transfers (EFT) Nos. 61036-61042 in the amount of \$106,481.27
  - E. Payroll Direct Deposit 04/16/23-04/30/23 in the amount \$135,957.89
  - F. Claim Check Nos. 126406-126517 in the amount of \$248,210.63
- 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. 2023-26 approving Task Order No. 2023-04 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant Improvements 11-16
  - B. Ordinance No. 2023-08 amending Section 2.04.050 Mayor and Council Compensation of the Grandview Municipal Code 17-18

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C. Ordinance No. 2023-09 amending the City Of Grandview 2023 Non-Union Salary Schedule to increase the salaries for the City Administrator, Police Chief, Fire Chief, City Treasurer, Assistant Police Chief and Public Works Foreman Positions	19-20
D. Resolution No. 2023-27 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2023 Swim Team Program	21-25
E. Resolution No. 2023-28 adopting the 2023 Yakima County Solid and Moderate Risk Waste Management Plan dated April 2023	26-33
F. Resolution No. 2023-29 approving Amendment No. 1 to Task Order No. 2022-05 with HLA Engineering and Land Surveying, Inc., for the Cemetery Improvements	34-36
G. Resolution No. 2023-30 authorizing the Mayor to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects	37-44
H. Resolution No. 2023-31 authorizing the Police Chief to sign the Memorandum of Understanding between the Grandview School District, Grandview Police Department and Yakima County Sheriff's Office regarding the Handle with Care Program	45-48
<b>8. UNFINISHED AND NEW BUSINESS</b>	
A. May 23, 2023 C.O.W. and Council Meeting Cancellation – RECon Conference	
<b>9. CITY ADMINISTRATOR AND/OR STAFF REPORTS</b>	
<b>10. MAYOR &amp; COUNCILMEMBER REPORTS</b>	
<b>11. ADJOURNMENT</b>	

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE MEETING MINUTES  
APRIL 25, 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 David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: None

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, Police Chief Kal Fuller, Library Director Wendy Poteet, Assistant Public Works Director Todd Dorsett and City Clerk Anita Palacios

**3. PUBLIC COMMENT**

**4. NEW BUSINESS**

**A. Resolution approving Task Order No. 2023-03 with HLA Engineering and Land Surveying, Inc., for the Old Inland Empire Highway (OIE) Sanitary Sewer Improvements**

Present on behalf of the HLA Engineering and Land Surveying, Inc., were City Engineers Justin Bellamy and Robert Scott.

City Administrator Arteaga explained that the City needed to replace the existing deteriorated and undersized sewer main in OIE, from Grandridge Road to approximately 950 feet east of Division Street. This work would be coordinated with the City's existing OIE Roadway Improvement project scheduled for construction in 2023. It was anticipated these improvements would be a portion of a larger sewer main replacement project in coordination with Welch's plant expansion. He presented Task Order No. 2023-03 with HLA Engineering and Land Surveying, Inc., to provide professional engineering and land surveying services for the Old Inland Empire Highway (OIE) Sanitary Sewer Improvements with an estimated fee for services in the amount of \$70,000.00 for design engineering and \$74,000.00 for construction engineering.

Discussion took place.

**On motion by Councilmember Ozuna, second by Councilmember Moore, the C.O.W. moved a Resolution approving Task Order No. 2023-03 with HLA Engineering and Land Surveying, Inc., for the Old Inland Empire Highway (OIE) Sanitary Sewer Improvements to**

**the April 25, 2023 regular meeting for consideration.**

Roll Call Vote:

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

**B. Resolution approving Task Order No. 2023-04 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant Improvements**

City Administrator Arteaga explained that the City needed to construct improvements to the Wastewater Treatment Plant (WWTP), as summarized and recommended in the recent Wastewater Treatment Plant Facility Plan. The City would be required by the Washington State Department of Ecology (Ecology) to eliminate the use of existing unlined treatment lagoons, which would significantly decrease the treatment capacity of the WWTP. The proposed project would construct mechanical treatment processes and lined equalization lagoons to offset the loss of lagoon treatment capacity, provide additional capacity for future growth, and provide redundancy for existing treatment processes to meet Ecology reliability requirements. The project construction was proposed to be completed in two phases, with most of the work completed in Phase 1. The second Phase was expected to include construction of the second equalization lagoon and associated equipment. Phases 1 and 2 of the WWTP improvements were collectively expected to include:

- New headworks screen
- New primary clarifier and waste sludge pump
- Replacement of existing primary clarifier mechanism
- New influent pump and emergency generator
- New intermediate clarifiers (2) and waste sludge pumping station
- New biological treatment process train and emergency generator
- New sludge holding tank
- New digester or sludge drying area
- New dewatering building
- New storage building
- New lined flow equalization lagoons (2), including mixers and effluent pump station
- New sludge hauling truck
- New Game Pond pump station
- Decommissioning of unlined lagoons

It was anticipated that the significant design effort would include the use of subconsultants for review of cultural resources (RLR Cultural Resources LLC), electrical (Connetix Engineering, Inc.), geotechnical (GN Northern, Inc.), and structural (LSB Consulting Engineers, PLLC) engineering. The project design would be completed using a combination of City sewer reserve funds and Ecology State Revolving Funds. Upon completion of the project design, a separate task order would be provided for construction engineering services. He presented Task Order No. 2023-04 with HLA Engineering and Land Surveying, Inc., to provide professional engineering

and land surveying services for the Wastewater Treatment Plant Improvements with an estimated fee for services in the amount of \$30,000.00 for design and construction funding applications, \$30,000.00 for funding administration, \$325,000 for environmental and cultural resources review, and \$4,415,000.00 for design engineering.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a Resolution approving Task Order No. 2023-04 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant Improvements to the May 9, 2023 regular meeting for consideration.**

Roll Call Vote:

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

**C. Resolution approving the final plat of Euclid Meadows PUD – Phase 1 located on North Euclid Road**

City Administrator Arteaga explained that at the November 9, 2021 meeting, Council adopted Ordinance No. 2021-19 approving the final Planned Unit Development of “Euclid Meadows PUD” and approved the preliminary plat of Euclid Meadows PUD. Following approval of the preliminary plat, the developer proceeded with the public infrastructure improvements for Euclid Meadows PUD subject to the conditions as outlined in the Hearing Examiner's report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements. Hayden Homes, LLC has completed the construction of the public infrastructure in accordance with the approved plans and specifications with the exception of the following that would be bonded for: asphalt paving, gravel roadway base, sidewalks, curb ramps, street signs, pavement markings, utility adjustments, park landscaping and structures, and property corners. Grandview Municipal Code Section 16.12.030 and RCW 58.17.130 allows a bond in lieu of actual construction improvements prior to approval of a final plat. The contractor has provided a bond to guarantee the completion of the above-mentioned improvements as part of this approval process. He presented the final plat map for Euclid Meadows PUD – Phase 1 for review.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. moved a Resolution approving the final plat of Euclid Meadows PUD – Phase 1 located on North Euclid Road and accepting the bond in lieu of actual construction improvements to the April 25, 2023 regular meeting for consideration.**

Roll Call Vote:

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

**D. Housing Action Plan Update – Byron Gumz, YVCOG Land Use Planning Manager**

Byron Gumz, YVCOG Land Use Planning Manager presented a Housing Action Plan Update, as follows:

Policy analysis and policies

- Analysis of progress to meet housing targets
- Evaluation of Comprehensive Plan Housing Element
- Evaluation of implementation of the schedule of programs and actions
- Development of goals and strategies for housing
- Development of goals and strategies for minimizing displacement

Goals of the Housing Action Plan

- Increase housing supply
  - Increase the variety of housing types
  - Increase the supply of housing affordable to all income levels
- Streamline the permitting process
- Incentivize development of affordable housing
- Pursue funding and partnerships for housing
- Minimize displacement risk for the community

Next Steps

- Continue to develop strategies and policies for housing and anti-displacement
- Compile the Analysis and Goals, Strategies, and Policies into a single document
- Bring updated drafts back to Council for input and eventual adoption.

Discussion took place. No action was taken.

6. **OTHER BUSINESS** – None

7. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. meeting adjourned at 6:58 p.m.

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
APRIL 25, 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 David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: None

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Attorney Tony Menke, Library Director Wendy Poteet, 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 Rodriguez, Council approved the April 25, 2023 regular meeting agenda as presented.**

Roll Call Vote:

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

**4. PRESENTATIONS**

**Grandview Truck Plaza** – City Administrator Arteaga announced the future development of the Grandview Truck Plaza. He explained that the Port of Grandview and City have been working with developer Ramandeep Malhi on the purchase and utility improvements of Port property located on Wine Country Road and Higgins Way to construct a Grandview Truck Plaza which would include a truck stop, mini-mart, hotel, restaurant and food truck court.

**5. PUBLIC COMMENT – None**

**6. CONSENT AGENDA**

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

- A. Minutes of the April 11, 2023 Committee-of-the-Whole meeting**
- B. Minutes of the April 11, 2023 Council meeting**
- C. Minutes of the April 18, 2023 Special Council meeting**
- D. Payroll Check Nos. 13243-13258 in the amount of \$103,583.73**
- E. Payroll Electronic Fund Transfers (EFT) Nos. 61018-61024 in the amount of \$105,695.04**
- F. Payroll Direct Deposit 04/01/23-04/15/23 in the amount \$96,092.28**
- G. Claim Check Nos. 126307-126405 in the amount of \$434,355.05**

Roll Call Vote:

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

**7. ACTIVE AGENDA**

- A. Declarations of Interest – Appointment for Vacant City Council Position AND Executive Session – Evaluate qualifications of candidates for appointment to vacant Council position (RCW.42.30.110(1)(h))**

Declarations of Interest for appointment to the vacant City Council position were received from Ashley Lara and Steve Barrientes. Each candidate was provided three minutes to address the Council.

Mayor Mendoza adjourned the meeting to an executive session at 7:28 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, Councilmembers and City Attorney present. The executive session continued an additional two minutes at 7:38 p.m. The meeting resumed at 7:40 p.m., with the aforementioned Mayor, Council and staff present.

**On motion by Councilmember Diaz, second by Councilmember Rodriguez, Council appointed Steve Barrientes to fill the vacant Council position.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – No



**B. Resolution No. 2023-22 denying an application for text amendments to the Residential Designations of the Comprehensive Plan**

This item was previously discussed at the April 11, 2023 C.O.W. meeting.

**On motion by Councilmember Rodriguez, second by Councilmember Diaz, Council approved Resolution No. 2023-22 denying an application for text amendments to the Residential Designations of the Comprehensive Plan.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – No

**C. Ordinance No. 2023-06 amending Grandview Municipal Code Section 10.20.070 Parking prohibited – Penalty**

This item was previously discussed at the April 11, 2023 C.O.W. meeting.

**On motion by Councilmember Diaz, second by Councilmember Ozuna, Council approved Ordinance No. 2023-06 amending Grandview Municipal Code Section 10.20.070 Parking prohibited – Penalty.**

Roll Call Vote:

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

**D. Ordinance No. 2023-07 amending the 2023 Annual Budget**

This item was previously discussed at the April 11, 2023 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Ordinance No. 2023-07 amending the 2023 Annual Budget.**

Roll Call Vote:

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

**E. Resolution No. 2023-23 authorizing the Mayor to sign a Lease with Inspire Development Centers for the Alice Grant Learning Center**

This item was previously discussed at the April 11, 2023 C.O.W. meeting.

**On motion by Councilmember Diaz, second by Councilmember Ozuna, Council approved Resolution No. 2023-23 authorizing the Mayor to sign a Lease with Inspire Development Centers for the Alice Grant Learning Center.**

Roll Call Vote:

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

**F. Resolution No. 2023-24 approving Task Order No. 2023-03 with HLA Engineering and Land Surveying, Inc., for the Old Inland Empire Highway (OIE) Sanitary Sewer Improvements**

This item was previously discussed at the April 25, 2023 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Souders, Council approved Resolution No. 2023-24 approving Task Order No. 2023-03 with HLA Engineering and Land Surveying, Inc., for the Old Inland Empire Highway (OIE) Sanitary Sewer Improvements.**

Roll Call Vote:

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

**G. Resolution No. 2023-25 approving the final plat of Euclid Meadows PUD – Phase 1 located on North Euclid Road**

This item was previously discussed at the April 25, 2023 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Resolution No. 2023-25 approving the final plat of Euclid Meadows PUD – Phase 1 located on North Euclid Road and accepting the bond in lieu of actual construction improvements.**

Roll Call Vote:

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

**H. Mayor, Council and Non-Union Employee Salary Surveys**

City Attorney Tony Menke presented the Mayor, Council and non-union employee salary surveys.

Discussion took place.

**On motion by Councilmember Ozuna, second by Councilmember Moore, Council directed staff to prepare an ordinance amending the Mayor and Council monthly compensation in the amount of \$950 for Mayor and \$450 for Council for consideration at the May 9, 2023 Council meeting.**

Roll Call Vote:

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

**On motion by Councilmember Ozuna, second by Councilmember Souders, Council directed staff to prepare an ordinance amending the non-union salary schedule for consideration at the May 9, 2023 Council meeting, as follows:**

- City Administrator - \$12,558 per month
- Police Chief - \$10,885 per month
- Fire Chief - \$10,885 per month
- Assistant Police Chief - \$9,529 per month
- City Treasurer - \$10,398 per month
- Public Works Foreman – \$6,750 per month

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

**9. CITY ADMINISTRATOR AND/OR STAFF REPORTS**

**Vehicle Electric Charging Station – Assistant Public Works Director Dorsett reported that the vehicle electric charging stations located at the Museum have been installed and would available for use in two months.**

**10. MAYOR & COUNCILMEMBER REPORTS**

City Administrator Recruitment Services – Mayor Mendoza reported that Steve Worthington with Prothman would be meeting with the Mayor, Council and administrative staff tomorrow to begin the City Administrator recruitment process.

Community Events – Councilmember Souders attended the community flea market and Library book sale this past weekend.

Mainstreet Grandview – Councilmember Flores reported that Grandview Day would be held on April 26<sup>th</sup> in the downtown business core. Mainstreet would also be conducting a fundraiser on May 12<sup>th</sup> at the Sunflower Event Center.

Community Cleanup Day – Councilmember Moore reported that the annual Community Cleanup Day was scheduled for May 6<sup>th</sup>, 8 am at the Nazarene Church.

**11. ADJOURNMENT**

**On motion by Councilmember Moore, second by Councilmember Rodriguez, the Council meeting adjourned at 8:35 p.m.**

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

**RESOLUTION NO. 2023-26**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING TASK ORDER NO. 2023-04 WITH HLA ENGINEERING AND  
LAND SURVEYING, INC., FOR THE WASTEWATER TREATMENT PLANT  
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 Wastewater Treatment Plant 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. 2023-04 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant Improvements with an estimated fee for services in the amount of \$30,000.00 for design and construction funding applications, \$30,000.00 for funding administration, \$325,000 for environmental and cultural resources review, and \$4,415,000.00 for design 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 May 9, 2023.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**TASK ORDER NO. 2023-04**

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF GRANDVIEW  
AND  
HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

**Wastewater Treatment Plant Improvements**  
**HLA Project No. 23030E**

The City of Grandview (CITY) desires to construct improvements to its wastewater treatment plant (WWTP), as summarized and recommended in the recent *Wastewater Treatment Plant Facility Plan*. The CITY will be required by the Washington State Department of Ecology (Ecology) to eliminate the use of existing unlined treatment lagoons, which will significantly decrease the treatment capacity of the WWTP. The proposed project will construct mechanical treatment processes and lined equalization lagoons to offset the loss of lagoon treatment capacity, provide additional capacity for future growth, and provide redundancy for existing treatment processes to meet Ecology reliability requirements. The project construction is proposed to be completed in two phases, with most of the work completed in Phase 1. The second Phase is expected to include construction of the second equalization lagoon and associated equipment. Phases 1 and 2 of the Wastewater Treatment Plant Improvements (PROJECT) are collectively expected to include:

- New headworks screen
- New primary clarifier and waste sludge pump
- Replacement of existing primary clarifier mechanism
- New influent pump and emergency generator
- New intermediate clarifiers (2) and waste sludge pumping station
- New biological treatment process train and emergency generator
- New sludge holding tank
- New digester or sludge drying area
- New dewatering building
- New storage building
- New lined flow equalization lagoons (2), including mixers and effluent pump station
- New sludge hauling truck
- New Game Pond pump station
- Decommissioning of unlined lagoons

It is anticipated that the significant design effort will include the use of subconsultants for review of cultural resources (RLR Cultural Resources LLC), electrical (Connetix Engineering, Inc.), geotechnical (GN Northern, Inc.), and structural (LSB Consulting Engineers, PLLC) engineering.

The PROJECT design will be completed using a combination of CITY sewer reserve funds and Ecology State Revolving Funds. Upon completion of the PROJECT design, a separate task order will be provided for construction engineering services.

**SCOPE OF SERVICES:**

At the direction of the CITY, HLA and its subconsultants shall provide the following professional services:

**1.0 Design and Construction Funding Applications**

- 1.1 Coordinate with funding agency staff to review the PROJECT and determine eligibility for funding. The funding source is assumed to be Ecology Clean Water State Revolving Fund (CWSRF).

- 1.2 Prepare drawing exhibits as necessary for the PROJECT.
- 1.3 Provide draft application documents for CITY review.
- 1.4 Based on final comments from the CITY, prepare final funding application for submittal by the CITY through the EAGL application portal.

## **2.0 Funding Administration**

- 2.1 Complete reporting requirements for administration of the loan throughout the PROJECT as required for Ecology. Includes preparation of Payment Request/Progress Report (PRPR) reports within Ecology's Administration of Grants and Loan (EAGL) system as required by the loan agreement (assumed to be quarterly), throughout the duration of this task. This task will begin upon receipt of funding (anticipated in summer/fall of 2024) through the end of design in 2025.
- 2.2 It is anticipated that Ecology will amend the design loan funding agreement to award construction funds, rather than execute a separate agreement with the CITY. Administration services associated with the construction funding will be provided in a future construction services task order.

## **3.0 Environmental and Cultural Resources Review**

- 3.1 Assist the CITY with State Environmental Policy Act (SEPA), State Environmental Review Policy (SERP), and cultural resources review requirements for transmittal to regulatory authorities for review and action. An Environmental Impact Statement (EIS) is not anticipated to be required for this PROJECT. Should it be determined that an EIS must be prepared, it will be addressed in an Amendment to this Task Order.

## **4.0 Design Engineering**

- 4.1 Call for utility locates prior to survey and perform topographic survey of the PROJECT area as required to complete design, plans, and specifications.
- 4.2 Prepare site topographic survey in AutoCAD format showing field-located improvements and utilities.
- 4.3 Attend monthly design meetings with CITY as needed to obtain input regarding existing and proposed improvements.
- 4.4 Provide and review 30, 60, and 90 percent plans, specifications, and cost estimate with CITY staff.
- 4.5 Submit plans and specifications to Ecology for review. Incorporate review comments and obtain Ecology approval.
- 4.6 Coordinate with Cascade Energy to determine availability of energy incentives.
- 4.7 Coordinate with Washington Department of Fish & Wildlife to determine feasibility of alternate flow-through outfall pond, to be stocked with fish in the future.
- 4.8 Prepare final design plans, specifications, and cost estimate for the CITY and provide a complete plan set, including plan sheets with construction notes and plan details.

- 4.9 Upon authorization from the CITY, furnish electronic copies of final documents suitable for bidding. It is assumed that the design will be bid in two (2) bid packages (Phase 1 and Phase 2), and delineation between which tasks are included in each phase will be determined prior to the 60 percent design phase. Preparation of final Phase 2 documents and bidding of Phase 2 will be included in a separate task order.
- 4.10 Prepare the advertisement for bids for Phase 1 work and transmit to newspapers as selected by the CITY. Advertising fees will be paid by the CITY.
- 4.11 Prepare and submit Construction Quality Assurance Plan for Phase 1 work to Ecology for approval.
- 4.12 Furnish one (1) electronic copy of the Phase 1 final plans and specifications for bidding and construction, to be posted on HLA's website. HLA will prepare a total of seven (7) paper copy sets of Phase 1 plans and specifications for CITY use. Additional bid packages will be considered additional services.
- 4.13 Answer and supply such information as requested by prospective bidders for Phase 1 work.
- 4.14 Prepare and issue addenda for Phase 1 bid, if necessary.
- 4.15 Attend Phase 1 bid opening and evaluate bids received for responsiveness.
- 4.16 Prepare tabulation of all Phase 1 responsive bids received by the CITY and review bidder's qualifications.
- 4.17 Make recommendation to the CITY of construction contract award for Phase 1 work to the lowest responsible bidder.

## **5.0 Additional Services**

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

## **6.0 Items to be Furnished and Responsibility of the CITY**

The CITY will provide or perform the following:

- 6.1 Provide full information as to the CITY's requirements for the PROJECT.
- 6.2 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 the design and construction of the PROJECT.
- 6.3 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.
- 6.4 Obtain approval of all governmental authorities with jurisdiction over the PROJECT, and approvals and consents from other individuals or bodies as necessary for completion of the PROJECT. This includes any public comment efforts, CITY Council presentations, or other public meetings. Pay all review fees and costs associated with obtaining such approvals.
- 6.5 Pay for all necessary testing costs.
- 6.6 Pay for PROJECT bid advertisement costs.
- 6.7 Pay for necessary building permit fees not paid by the Contractor.



## **TIME OF PERFORMANCE:**

The services described above shall be completed as follows:

### **1.0 Design and Construction Funding Applications**

- 1.1 Complete preconstruction funding application for submittal in October 2023.
- 1.2 Coordinate with Ecology staff to update construction cost estimate based upon 60% design progress and provide information as requested for them to provide letter of conditions for construction funding without requiring completion of construction funding application in October 2024.

### **2.0 Funding Administration**

Time to prepare reports for Ecology will begin when the preconstruction funding agreement is finalized and will continue through the completion of design engineering. Preconstruction funding agreement execution is anticipated to be completed between July 2024 and January 2025.

### **3.0 Environmental and Cultural Resources Review**

Time of completion for work will begin upon receipt of this signed Task Order (anticipated April 2023) and will conclude upon confirmation that design funding has been received (anticipated March 2024) and 30% design milestone has been reached.

### **4.0 Design Engineering**

Time of completion for work directed by the CITY under this phase shall begin upon receipt of this signed Task Order (anticipated April 2023) to allow for PROJECT bidding in September 2025. Construction is anticipated to begin in October 2025. This schedule assumes that work will begin prior to execution of a funding agreement with Ecology, and work performed prior to funding award will be reimbursed by Ecology at a later date.

### **5.0 Additional Services**

Time of completion for 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 SERVICES:**

For 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 and Construction Funding Applications**

All work for this phase shall be performed on a time-spent basis at normal hourly billing rates included in our Agreement for Professional Services, plus reimbursement for non-salary expenses for the estimated fee of \$30,000.00.

### **2.0 Funding Administration**

All work for this phase shall be performed on a time-spent basis at normal hourly billing rates included in our Agreement for Professional Services for the not to exceed fee of \$30,000.00.

### **3.0 Environmental and Cultural Resources Review**

All work for this phase shall be performed on a time-spent basis at normal hourly billing rates included in our Agreement for Professional Services for the not to exceed fee of \$35,000.00.

**4.0 Design Engineering**

All work for this phase shall be performed for the lump sum fee of \$4,415,000.00, based on the following estimated breakdown:

**4.1 Preliminary Design (30% Submittal): \$1,150,000**

This task includes preparation of preliminary design layouts and utility routing for review with the CITY to guide design efforts.

**4.2 Design Plans and Specifications (60% Submittal): \$1,150,000**

This task includes preparation of design plan and specifications for review with CITY to refine design focus and determine separation of Phase 1 and Phase 2 project tasks.

**4.3 Design Plans and Specifications (90% Submittal): \$2,000,000**


This task includes preparation of design plans, specifications, and cost estimate necessary for funding and permitting agency review and approval.

**4.4 Phase 1 Project Bidding: \$115,000**

This task includes preparation of Phase 1 final design plans, specifications, and cost estimate necessary for bidding. Costs for finalizing Phase 2 documents and bidding of Phase 2 will be included in a separate task order.

**5.0 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 in affect at the time of service, plus reimbursement for direct non-salary expenses such as laboratory testing, printing expenses, vehicle mileage, and outside consultants.

**Proposed:**   
\_\_\_\_\_  
HLA Engineering and Land Surveying, Inc.  
Michael T. Battle, PE, President

4/19/2023  
Date

**Approved:** \_\_\_\_\_  
City of Grandview  
Gloria Mendoza, Mayor

\_\_\_\_\_  
Date

**ORDINANCE NO. 2023-08**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING SECTION 2.04.050 MAYOR AND COUNCIL COMPENSATION OF THE  
GRANDVIEW MUNICIPAL CODE**

**WHEREAS**, Grandview Municipal Code Section 2.04.050 Mayor and Council Compensation sets salaries for the Mayor and City Councilmembers; and,

**WHEREAS**, no salary increases have been granted since November 5, 2007 and the services rendered by the Mayor and City Councilmembers are of considerable value, and compensation has not kept pace with other city positions or with the general cost of living; and,

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

**Section 1.** Section 2.04.050 Mayor and Council Compensation of the Grandview Municipal Code which reads:

A. Commencing January 1, 2008, the Mayor of the City of Grandview shall be compensated at the rate of \$540.00 per month.

B. Commencing January 1, 2008, all persons elected to the City Council in the 2007 general election or thereafter shall be paid at the rate of \$300.00 per month.

C. Any person appointed or elected to complete an unexpired term of office shall be compensated at the rate such council position was paid at the time of the vacation of the position.

**is hereby amended to read as follows:**

A. Commencing May 15, 2023, the Mayor of the City of Grandview shall be compensated at the rate of \$950.00 per month.

B. Commencing January 1, 2024, all persons elected to the City Council in the 2023 general election or thereafter shall be paid at the rate of \$450.00 per month.

C. Any person appointed or elected to complete an unexpired term of office shall be compensated at the rate such council position was paid at the time of the vacation of the position.

**Section 2.** 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 May 9, 2023.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**PUBLICATION: 5/10/2023**

**EFFECTIVE: 5/15/2023**

**ORDINANCE NO. 2023-09**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING THE CITY OF GRANDVIEW 2023 NON-UNION SALARY SCHEDULE TO  
INCREASE THE SALARIES FOR THE CITY ADMINISTRATOR, POLICE CHIEF,  
FIRE CHIEF, CITY TREASURER, ASSISTANT POLICE CHIEF AND  
PUBLIC WORKS FOREMAN POSITIONS**

**WHEREAS**, the City Council of the City of Grandview, Washington has received and reviewed a comprehensive salary survey which survey was conducted by the City Attorney for all non-union employee positions; and

**WHEREAS**, based on the City of Grandview's comparables, the Council has determined that the following positions top of the salary range be increased as follows:

- City Administrator - \$12,558 per month
- Police Chief - \$10,885 per month
- Fire Chief - \$10,885 per month
- Assistant Police Chief - \$9,529 per month
- City Treasurer - \$10,398 per month
- Public Works Foreman – \$6,750 per month

**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 increase the salaries for the City Administrator, Police Chief, Fire Chief, City Treasurer, Assistant Police Chief and Public Works Foreman positions 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 May 9, 2023

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**PUBLISHED: 05/10/23  
EFFECTIVE: 05/15/23**

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

<b>POSITION</b>	<b>MONTHLY MINIMUM</b>	<b>MONTHLY MAXIMUM</b>
City Administrator/Public Works Director (hybrid position)	\$9,568	\$14,935
City Administrator	\$8,369	\$12,558
Police Chief	\$7,257	\$10,885
Fire Chief	\$7,257	\$10,885
Public Works Director	\$7,032	\$10,547
City Treasurer	\$6,831	\$10,398
City Clerk/Human Resource Assistant (hybrid position)	\$6,488	\$9,731
Assistant Police Chief	\$6,356	\$9,529
Assistant Public Works Director	\$5,532	\$8,290
WWTP Superintendent	\$5,479	\$8,217
Fire Captain	\$5,341	\$8,012
Parks & Recreation Director	\$5,123	\$7,798
Public Works Foreman	\$4,500	\$6,750
Library Director	\$4,497	\$6,747
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 Administrative Clerk	\$2,994	\$4,557
Public Works Office Clerk	\$2,994	\$4,557
Receptionist	\$2,994	\$4,557

**RESOLUTION NO. 2023-27**

**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 GRANDVIEW NEPTUNE  
ROTARY SWIM TEAM FOR THE USE OF THE SWIMMING POOL –  
2023 SWIM TEAM PROGRAM**

**WHEREAS**, the City of Grandview and the Grandview Neptune Rotary Swim Team desire to enter into a Recreational Use Permit regarding the use of the swimming pool for the 2023 Swim Team program;

**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 Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2023 Swim Team program 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 May 9, 2023.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**RECREATIONAL USE PERMIT**  
By and Between the City of Grandview and the  
Grandview Neptune Rotary Swim Team  
For the Use of the Swimming Pool – 2023 Swim Team Program

This Agreement, entered into this 9<sup>th</sup> day of May, 2023 is made and entered into by and between the City of Grandview, a municipal corporation, hereinafter referred to as “City”, and the Grandview Neptune Rotary Swim Team, a non-profit organization, hereinafter referred to as the “Swim Team”.

**1. Recitals:**

The City owns, operates and maintains a municipal swimming pool located within Westside Park. The City believes that the Swim Team provides an excellent social, recreational and educational experience for its participants and spectators and therefore, benefits the citizens of Grandview.

The Swim Team acknowledges its responsibility to organize, promote and conduct a competitive swimming program for the youth within the Grandview community, and the City desires to facilitate such a program;

**2. Agreement:**

**2.1 Safety:**

2.1.1 The City shall provide a certified Lifeguard on the deck at all times during practice sessions and swim meets. The Lifeguard shall have current American Red Cross Lifeguarding Certification, including CPR for the professional rescuer.

2.1.2 Swim Team shall observe all pool rules. Running and rough housing is not allowed anywhere in the facility.

2.1.3 Swim Team meets and practices must be operated in the safest manner possible. If an accident occurs, a coach must report all accidents and incidents to the Pool Management, and complete the incident/accident form.

2.1.4 If any pool equipment, pool facility component or other item related to Swim Team use or not, are damaged or found to be damaged, these must be reported to Pool Management for immediate repairs. The City reserves the right to recover costs associated with labor and repair as the result of damaged equipment and/or facility by the Swim Team.

2.1.5 Unauthorized persons are not allowed in the mechanical building, chemical storage area or the bathhouse office area.



2.1.6 Swim Team agrees to strictly comply with and strictly enforce Washington State's Zackery Lystedt Law (RCW 28A.600.190). Any youth athlete suspected of sustaining a concussion must be removed from swimming activity immediately and may not return until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussions and receives written clearance to return to swim activity from that health care provider.

## **2.2 Scheduling:**

2.2.1 Swim Team may begin use of the pool with the permission of the Parks and Recreation Director once the pool has been filled and has passed pre-season inspection by City staff. The season will end following the Mid Valley League Championships.

2.2.2. Barring inclement weather or emergency maintenance, the Swim Team shall have priority use during the following times:

- Monday through Friday from 8:00-11:00 a.m. beginning June 5, 2023
- Up to seven mutually scheduled Home Swim Meets (6:00 p.m. start until closing for meets).
- Mutually scheduled practice times, prior to the pool opening to the general public.

## **2.3 Facility Maintenance:**

Swim Team shall be responsible for removing all litter and belongings from the deck, locker rooms and surrounding park area immediately following each usage. The Swim Team will assign a clean-up crew to address litter in the bathhouse, on the deck and around the pool facility during and after each home meet.

## **2.4 Use Payment:**

2.4.1 Each swim team participant will be required to pay \$50 per youth fee as outlined in Section 2.75.020 (swimming pool fees) of the Grandview Municipal Code. Once the Swim Team Roster has been finalized, the Swim Team shall submit a check to the City with proper documentation to verify the total participants for the season.

2.4.2 After July 1, 2023, the Swim Team Shall submit a letter to the City requesting the release of \$1,000 that has been earmarked for Swim Team Scholarships through the annual United Way of Central Washington funding.

## **2.5 Liability Insurance:**

2.5.1 The Swim Team shall obtain and maintain a policy of liability insurance at all times during the term of this Agreement covering all activities of the Swim Team. A comprehensive general liability policy of insurance covering body injury and property damage, with respect to the use or occupancy of the swimming pool, with liability limits

not less than \$1,000,000 per occurrence shall be required. The City shall be named as additional insured on all such policies, which policies shall in addition provide that they shall not be cancelled or modified for any reason without fifteen (15) days prior written notice to the City. Swim Team shall also provide the City with a Certificate or Certificates of Liability Insurance within ten (10) days of execution of this Agreement.

2.5.2 Swim Team shall indemnify and hold harmless the City and/or its elected officials, employees, volunteers, insurers, successors and assigns from and against any and all claims, demands, causes of action, damages, suits or judgments, for deaths or injuries to persons for loss or damage of property arising from or in connection with Swim Team activities at the pool or on City property. As used in this section, the term Swim Team includes agents, servants, employees, and volunteers of the Swim Team, as well as participants, invitees and spectators at Swim Team activities occurring at the pool or on City property. In the event of any claims made or suits filed, the City shall give Swim Team prompt written notice thereof and Swim Team shall have the right to defend or settle the same to the extent of its interest hereunder. The provision applies in all events, regardless of whether or not the insurance provisions above are required or expected.

## **2.6 Concessions:**

Under a separate Concession Agreement, the Swim Team shall be entitled to operate a concession stand during home swim meets at a site approved by the City. Swim Team shall comply with all applicable health code and permit requirements, including but not limited to food preparation, storage, sanitation and waste removal.

## **2.7 Community Athletic Program-Sexual Discrimination Prohibited:**

Swim Team agrees to comply with RCW 49.60.500, made applicable to community athletics 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.

## **2.8 Early Termination:**

In the event it becomes necessary for either party to terminate this Agreement, the party invoking the termination shall provide the other party advanced written notice of termination at least thirty (30) days prior to the effective date of termination; provided, however, in the event of an emergency, the City may cause this Agreement to be terminated upon such date and terms reasonably required.

## **2.9 Termination for Cause:**

If Swim Team fails to abide by the terms and conditions of this Agreement.

**2.10 Entire Agreement:**

This Agreement, with Swim Team's application for use of the City's swim pool, 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 the park facilities shall apply to this Agreement, and more incorporated herein by this reference. In the event of conflict between this Agreement and the terms and provisions of such application, the terms shall control.

**2.11 Assignment:**

This Agreement and terms and provisions herein are personal to the Swim Team, 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 references above.

City of Grandview

By: \_\_\_\_\_  
Mayor Gloria Mendoza

Swim Team

By: *Autumn Ventres*  
Team President or Board Member

ATTEST:

By: \_\_\_\_\_  
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**RESOLUTION NO. 2023-28**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
IN THE MATTER OF ADOPTING THE 2023 YAKIMA COUNTY SOLID AND  
MODERATE RISK WASTE MANAGEMENT PLAN, DATED APRIL 2023**

**WHEREAS**, pursuant to the provisions of RCW Chapter 70A.205 and RCW Chapter 70.105, Yakima County is required to prepare and update the Solid Waste Management Plan and provide a local Moderate Risk Waste Management Plan; and,

**WHEREAS**, incorporated Cities and Towns in Yakima County have designated the County to develop a Solid Waste Management Plan for integrated solid waste management pursuant to an Interlocal Agreement for Solid Waste Management; and,

**WHEREAS**, the Yakima County Solid Waste Advisory Committee recommends adoption of the 2023 Solid and Moderate Risk Waste Management Plan, and,

**WHEREAS**, the Washington State Department of Ecology reviewed the draft Solid and Moderate Risk Waste Management Plan and provided comments; and funding for Plan implementation has been approved by the Washington Utilities and Transportation; and,

**WHEREAS**, the proposed Solid and Moderate Risk Waste Management Plan has been reviewed as a non-project action under SEPA and a Determination of Non-Significance was issued on February 3, 2023; and,

**WHEREAS**, the adopted Solid and Moderate Risk Waste Management Plan will be submitted to the Washington State Department of Ecology for final approval;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Grandview, that the 2023 Yakima County Solid and Moderate Risk Waste Management Plan, is hereby approved and adopted as the Solid and Moderate Risk Waste Management Plan for the City of Grandview.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 9, 2023.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

# SOLID WASTE INTERLOCAL AGREEMENT

This Agreement is entered into between Yakima County, a political subdivision of the State of Washington and the City of Grandview, a municipal corporation of the State of Washington, hereinafter referred to as “County” and “City” respectively.

## PREAMBLE

This Agreement is entered into pursuant to Chapter 39.34 RCW for the purpose of cooperative management of solid waste in Yakima County. It is the intent of the parties to work cooperatively in establishing a Solid Waste and Moderate Risk Waste Management Plan pursuant to Chapter 70A.205 RCW and with emphasis on the established priorities for solid waste and moderate risk waste management of waste reduction; waste recycling; energy recovery, incineration, or landfilling of separated waste; and landfilling of mixed wastes. The parties acknowledge their intent to meet or surpass applicable environmental standards with regard to the solid waste system.

## 1. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

“Landfill” means a disposal facility or part of a facility at which waste is placed in or on land and which is not a land treatment facility, as that term is defined in and may be modified by amendment to RCW 70A.205.015.

“Moderate Risk Waste” means (a) any waste that exhibits any of the characteristics of hazardous waste but is exempt from regulation under this chapter solely because the waste is generated in quantities below the threshold for regulation and (b) any household wastes which are generated from the disposal of substances identified by the department as hazardous household substances, as that term is defined in and may be modified by amendment to RCW 70A.300.010.

“Solid Waste” means all putrescible and non-putrescible solid and semi-solid wastes, including but not limited to garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes abandoned vehicles or parts thereof, and discarded commodities, but shall not include dangerous, hazardous or extremely hazardous waste, as that term is defined in and may be modified by amendment to RCW 70A.300.010.

“Solid Waste Advisory Committee” or SWAC means group formed pursuant to RCW 70A.205.110 and comprised of representatives of unincorporated Yakima County, incorporated cities and towns, industry and businesses appointed by the Board of Yakima County Commissioners.

“Solid Waste Management Plan” means the coordinated comprehensive plan for solid waste management and updates as required by RCW 70A.205.040.

“System” means all facilities for solid waste handling owned, operated or contracted for by the County, and all administrative activities related thereto.

“Waste Recycling” means reusing waste materials and extracting valuable materials from a waste stream.

“Waste Reduction” means reducing the amount or type of waste generated but shall not include reduction through energy recovery or incineration.

## **II. PURPOSE**

The purpose of this Agreement is to establish the respective responsibility of the parties in a solid waste management system which includes, but is not limited to; planning, waste reduction, recycling, and disposal of mixed municipal solid waste, industrial waste, demolition debris and all other waste defined as Solid Waste in RCW 70A.205.015, and as Moderate Risk Waste in RCW 70A.300.010.

## **III. TERM**

This Agreement shall become effective on date of signing by the City and remain in effect for a period of 20 years.

## **IV. APPROVAL AND FILING**

Pursuant to RCW 39.34.050, this Agreement shall be submitted to the Washington State Department of Ecology for its approval as to all matters within its jurisdiction. This Agreement shall be filed with the City Clerk, the Clerk of the Board or Yakima County Commissioners, the Yakima County Auditor, and the Secretary of State of the State of Washington.

## **V. REVIEW AND RENEGOTIATION**

- 5.1 Either party may request review and/or renegotiation of any provision of this Agreement other than those specified in Section 5.2 below during the six-month period immediately preceding the fifth anniversary of the effective date of this Agreement. Such request must be in writing and must specify the provision(s) of the Agreement for which review/renegotiation is requested. Review and/or renegotiation pursuant to such written request shall be initiated within thirty days of said receipt.
- 5.2 Review and/or renegotiation shall not include the issues of System rates and charges, waste stream (flow) control or diversion unless agreed to in writing by both parties.
- 5.3 Notwithstanding any other provision in this paragraph to the contrary, the parties may, pursuant to mutual agreement, modify or amend any provision of this Agreement at any time during the term of said Agreement.

## VI. WITHDRAWAL

In the event, following unsuccessful discussion between or among the parties, that a party that has requested review and/or renegotiation of any provision of this Agreement pursuant to Section V determines it is in that party's best interest to terminate its participation in and withdraw from the Agreement, for any reason, then that party may withdraw from the remaining term of the Agreement after final satisfaction and completion of the following two conditions: first, that the withdrawing Party must have prepared and gained approval from the Department of Ecology of its own Solid Waste Management Plan pursuant to RCW 70.95 and related provisions, and including each of the elements identified in Section 9.3 of this Agreement; and second, that the withdrawing party must enter into a written agreement with the County that the withdrawing party will remain responsible to the County for, and will continue to pay to the County when due, the withdrawing party's share of System cost, capital and operating, during the remaining term of this Agreement.

## VII. GENERAL OBLIGATIONS OF THE PARTIES

### 7.1 YAKIMA COUNTY

a. Management. Yakima County shall (1) provide county-wide solid waste management services for waste generated and collected within jurisdictions which are parties to this Agreement and (2) designate disposal facilities for all Solid Waste and Moderate Risk Waste generated and/or collected within the corporate limits of the City.

b. Planning. Yakima County shall serve as the planning authority within Yakima County for Solid Waste and Moderate Risk Waste, but shall not be responsible for planning for hazardous or dangerous waste or any other planning responsibility that is specifically delegated by State or Federal statute.

c. Operation. Yakima County, directly or by its designee, shall be the operating authority for County transfer, processing and disposal facilities (including public landfills, waste reduction or recycling facilities and energy resource recovery facilities) and shall have closure and post-closure responsibilities for landfills which are operated by Yakima County.

d. Collection Services. Yakima County shall not provide solid waste collection services within the corporate limits of the City, unless permitted by law and agreed to by both parties.

e. Support and Assistance. Yakima County shall provide limited support and technical assistance to the City if the City seeks to establish a waste reduction and recycling program compatible with the County waste reduction and recycling plan. The County may develop educational materials related to waste reduction and recycling, Moderate Risk Waste, and strategies for maximizing the usefulness of the materials and will make any such materials available to the City for its use.

f. Facilities and Services. All personal and real property acquired by Yakima County for solid waste management system purposes shall be the property of Yakima County.

7.2 CITY

a. Collection. The City shall be responsible for solid waste collection within the City's corporate limits.

b. Disposal. The City shall (1) designate the System for the disposal of all Solid Waste generated and/or collected within the City and (2) authorize the County to designate disposal facilities for the disposal of all Solid Waste including Moderate Risk Wastes, generated or collected within the corporate limits of the City, except for Solid Waste which is eliminated through Waste Reduction or Waste Recycling activities consistent with the Solid Waste Management Plan. No Solid Waste generated or collected within the City may be diverted from the System without County approval.

c. Compliance. All waste generated or collected from within the corporate limits of the City which is delivered to the System for disposal shall be in compliance with RCW 70A.205 and all other federal, state, and local environmental health laws, rules or regulations.

**VIII. COUNTY SHALL SET DISPOSAL RATES AND OPERATING RULES FOR DISPOSAL**

In establishing or amending disposal rates for System users, the County may adopt and amend by resolution rates necessary to recover all costs of operating the System, including without limitation the costs of waste planning, handling, processing, disposal, defense and payment of claims, capital improvements, operational improvements, and the closure and post-closure of landfills which are or were operated by Yakima County or for which the County is responsible. The SWAC will provide comments or recommendations to the County in considering system or rate modifications.

**IX. SOLID WASTE MANAGEMENT PLAN**

9.1 Yakima County is designated to prepare the Solid Waste and Moderate Risk Waste Management Plan (SWMP) and updates, including the incorporated areas of the County pursuant to RCW 70A.205.040.

9.2 The Solid Waste Management Plan will promote waste reduction and recycling goals that meet or exceed the Washington State Solid Waste Management priorities pursuant to Chapter 70A.205 RCW.

9.3 The Solid Waste Management Plan will be prepared in accordance with Chapter 70A.205 RCW and solid waste planning guidelines developed by the Department of Ecology. The plan shall include, but not be limited to:

a. Descriptions of and policies regarding management practices and facilities required for handling all waste types;



- b. Schedules and responsibilities for implementing policies;
- c. Policies concerning waste reduction, recycling, energy and resource recovery, collection, transfer, long-haul transport, disposal, enforcement and administration.
- d. The designation of disposal site(s) for all Solid Waste collected within the incorporated and unincorporated areas of the County.
- e. Capital facilities and infrastructure element.

9.4 The cost of preparation by Yakima County of the Solid Waste Management Plan will be considered a cost of the System and financed out of disposal rates.

### **X. UNCONTROLLABLE CIRCUMSTANCES**

The parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an Uncontrollable Circumstance. "Uncontrollable Circumstance" means any act, event or condition that has had or may reasonably be expected to have a material adverse effect on the rights or obligations of a party to this Agreement, if that act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of that party under this Agreement.

Those acts, events or conditions are the following:

- a. An act of God, hurricanes, tornadoes, epidemic, landslide, lightning, earthquake, volcano eruption, nuclear radiation, fire or explosion, extreme flooding or other extreme and atypical weather condition, an act of public enemy, war, blockade, insurrection, riot, general arrest, or restraint of government and people, civil disturbance or similar occurrence, that directly affect the System;
- b. Failure of any appropriate federal, state or local agency or public or private utility having operational jurisdiction in the County, to provide and maintain and assure the maintenance of any necessary utility;
- c. Appeals by third parties of permits necessary for the construction and/or operation of the System;
- d. A change in law that specifically affects the processing of Solid Waste or Moderate Risk Waste,
- e. Any strike or labor dispute.

**XI. COMPLETE AGREEMENT**

This Agreement supersedes all prior negotiations, representation and/or agreements between the parties relating to the subject matter of Agreement and constitutes the entire contract between the parties. Any changes or revisions to this Agreement shall be in writing and authorized by both parties.

**XII. WAIVER**

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or any subsequent breach whether of the same or a different provision of this Agreement.

**XIII. THIRD PARTY BENEFICIARY**

This Agreement is not entered into with the intent that it shall benefit any other entity or person except those expressly described herein, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Agreement.

**XIV. SEVERABILITY AND VENUE**

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any action, suit or judicial proceeding for the enforcement of this Agreement shall be brought in Superior Court of the State of Washington in Yakima County, Washington.

**V. NOTICE**

IN WITNESS WHEREOF this Agreement has been executed by each party on the date set forth below;

**CITY OF GRANDVIEW:**

**BOARD OF YAKIMA COUNTY COMMISSIONERS:**

\_\_\_\_\_  
Mayor Gloria Mendoza

\_\_\_\_\_  
LaDon Linde, Chair

DATE: \_\_\_\_\_

\_\_\_\_\_  
Amanda McKinney, Commissioner

Attest:

\_\_\_\_\_  
Kyle Curtis, Commissioner

\_\_\_\_\_  
Anita Palacios City Clerk

**DATED:**

*Attest:*

---

Julie Lawrence, Clerk of the Board *or*  
Erin Franklin, Deputy Clerk of the Board

**Approved as to Form:**

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*Deputy Prosecuting Attorney*

**RESOLUTION NO. 2023-29**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING AMENDMENT NO. 1 TO TASK ORDER NO. 2022-05 WITH HLA  
ENGINEERING AND LAND SURVEYING, INC., FOR THE  
CEMETERY 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 Council adopted Resolution No. 2022-48 on September 27, 2022 approving Task Order No. 2022-05 with HLA to provide professional engineering services for Cemetery Improvements; and

**WHEREAS**, Amendment No. 1 to Task Order No. 2022-05 adds tasks for construction staking, Cemetery platting and an amended plat of the Grandview Cemetery,

**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. 2022-05 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services for the Cemetery Improvements with an estimated lump sum fee of \$47,000 (\$25,000 original fee plus \$22,000 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 May 9, 2023.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**AMENDMENT NO. 1**

**TASK ORDER NO. 2022-05**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

**Cemetery Improvements**

HLA Project No. 22161E

The City of Grandview (CITY) is nearing capacity within their existing platted cemetery and desires to identify options to increase capacity of the existing cemetery. The average rate of burial interment and plot sales per year is 70. The existing plot availability is currently 270, leaving the CITY with approximately three years of capacity.

Four areas have been identified within the existing cemetery which may provide years of cemetery capacity for the CITY. It is anticipated each area will require several feet of fill, possibly walls, and relocation of an access road. The CITY intends to have a topographic survey performed as the basis of identifying numerous possible interments, and cost estimating of the improvements necessary for maximum interment capacity.

A rate study to review the existing and projected revenues and expenditures will be performed in relation to the estimated capital costs to expand the existing cemetery. A rate review of nearby cemeteries will be conducted to ensure any rate increase recommendations would result in competitive rates with neighboring cemeteries.

**REASON FOR AMENDMENT NO. 1:**

Task Order No. 2022-05 was executed on September 27, 2022, for topographic survey, preliminary engineering, and rate review tasks. Per the CITY's request, this Amendment is to add tasks for construction staking, Cemetery platting, and an amended plat of the Grandview Cemetery. Task Order No. 2022-05 shall be amended by adding the following:

**SCOPE OF SERVICES:**

**6.0 Construction Staking**

- 6.1 Provide construction staking for Phase 1 of the cemetery expansion area, including new roads and parking areas. Please note at this time a grading plan for the area has not been completed. Staking will be provided for the horizontal location of improvements.

**7.0 Platting for Phase 1 Cemetery Expansion**

- 7.1 Prepare plat maps for Phase 1 of the cemetery expansion area to create new blocks, plots, and avenue based on preliminary layout maps.
- 7.2 Set block corners for Phase 1 cemetery expansion areas.
- 7.3 File plat with Yakima County Auditor's office.

**8.0 Amended Plat of Grandview Cemetery**

- 8.1 Prepare amended plat of Grandview Cemetery.

8.2 Set block corners for new blocks.

8.3 File amended plat of Grandview Cemetery with Yakima County Auditor's office.

**TIME OF PERFORMANCE:**

Following receipt of signed Task Order No. 2022-05 – Amendment No. 1., HLA will diligently pursue completion of the Project as follows:

**6.0 Construction Staking**

All work for construction staking is anticipated to be completed by May 31, 2023.

**7.0 Platting for Phase 1 Cemetery Expansion**

All work for platting Phase 1 is anticipated to be completed by June 16, 2023.

**8.0 Amended Plat of Grandview Cemetery**

All work for the amended plat of Grandview Cemetery is anticipated to be completed by June 30, 2023.

**FEE FOR SERVICE:**

For the services furnished by HLA as described under this work item, the CITY agrees to pay HLA the fees as set forth herein. The Fee for Services included in Task Order No. 2022-05 shall be amended as follows:

The total project estimated original fee was \$25,000.00 for phases 1.0, 2.0, and 3.0. Per Task Order No. 2022-05 Amendment No. 1, the total fee will be \$47,000.00 by adding the following to the original Task Order.

**6.0 Construction Staking**

All work 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 the estimated total fee of \$5,000.00.

**7.0 Platting for Phase 1 Cemetery Expansion**

All work 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 the estimated total fee of \$9,000.00.

**8.0 Amended Plat of Grandview Cemetery**

All work 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 the estimated total fee of \$8,000.00.

**Proposed:**  \_\_\_\_\_ Date 4/25/2023  
HLA Engineering and Land Surveying, Inc.  
Michael T. Battle, PE, President

**Approved:** \_\_\_\_\_ Date \_\_\_\_\_  
City of Grandview  
Gloria Mendoza, Mayor

**RESOLUTION NO. 2023-30**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGENCY  
AGREEMENT WITH YAKIMA COUNTY FOR ON-CALL SERVICES  
ON FEDERAL FUNDED PROJECTS**

**WHEREAS**, the City desires to use federal funds to undertake current and future City projects; and,

**WHEREAS**, the expenditure of federal funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and,

**WHEREAS**, the City is not presently certified to administer federal aid projects; and,

**WHEREAS**, the County is presently certified to administer federal aid projects; and,

**WHEREAS**, The Local Agency Guidelines provides that a noncertified local agency may enter into agreement with a CA agency to have the CA agency perform project development and/or contract administration; and,

**WHEREAS**, the City may also require Right-of-Way Services, Engineering, Land Surveying, and/or Construction Management services from time to time to augment City Staff for these projects, and,

**WHEREAS**, the County has an established organization that is capable of providing Right-of-Way Services, Engineering, Land Surveying, and Construction Management services and is empowered to provide such services to other governmental agencies pursuant to Chapter 39.34 RCW; and,

**WHEREAS**, the City, assures the County that the City's request for services under this Agreement is not intended to exclude the use of Private Consultants by the City; and,

**WHEREAS**, the City may desire to obtain such services from the County and the County is willing to furnish such services to the City, and both deem it in the interest of the public to enter into this Agreement; and,

**WHEREAS**, the actual work to be performed shall be specified in a Task Assignment signed by both parties; and,

**WHEREAS**, the City shall pay for any work identified in a Task Assignment as specified by the terms of the Task Assignment and this Agreement;

**WHEREAS**, the accomplishment of the project is a benefit to the regional transportation system,

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

The Mayor is hereby authorized to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects 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 May 9, 2023.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**



**CITY OF GRANDVIEW AND YAKIMA COUNTY  
INTERLOCAL AGENCY AGREEMENT  
FOR ON-CALL SERVICES ON  
FEDERAL FUNDED PROJECTS**

THIS AGREEMENT is entered into between Yakima County, Washington (hereinafter the "County") through its Public Services Department whose address is 128 North 2nd Street, Yakima, Washington, 98901, and the City of Grandview (hereinafter the "City") whose address is 207 West Second Street, Grandview, Washington, 98930, pursuant to RCW 39.34.080.

WHEREAS, the City desires to use federal funds to undertake current and future City projects; and,

WHEREAS, the expenditure of federal funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and,

WHEREAS, the City is not presently certified to administer federal aid projects; and,

WHEREAS, the County is presently certified to administer federal aid projects; and,

WHEREAS, The Local Agency Guidelines provides that a noncertified local agency may enter into agreement with a CA agency to have the CA agency perform project development and/or contract administration; and,

WHEREAS, the City may also require Right-of-Way Services, Engineering, Land Surveying, and/or Construction Management services from time to time to augment City Staff for these projects, and,

WHEREAS, the COUNTY has an established organization that is capable of providing Right-of-Way Services, Engineering, Land Surveying, and Construction Management services and is empowered to provide such services to other governmental agencies pursuant to Chapter 39.34 RCW; and,

WHEREAS, the City, assures the COUNTY that the City's request for services under this AGREEMENT is not intended to exclude the use of Private Consultants by the City; and,

WHEREAS, the City may desire to obtain such services from the COUNTY and the COUNTY is willing to furnish such services to the City, and both deem it in the interest of the public to enter into this AGREEMENT; and,

WHEREAS, the actual work to be performed shall be specified in a Task Assignment signed by both parties; and,

WHEREAS, the City shall pay for any work identified in a Task Assignment as specified by the terms of the Task Assignment and this AGREEMENT;

WHEREAS, the accomplishment of the project is a benefit to the regional transportation system,

NOW, THEREFORE, in consideration of the stated premise and in the interest of providing assistance to the City in the above mentioned areas, the parties hereto agree as follows:

## **I GENERAL**

- A. The COUNTY shall provide the City with Engineering, Land Surveying and Construction Inspection services. Any such services shall conform to the Standards and Guidelines commonly established for these services. All work to be performed shall be identified in a Task Assignment signed by both parties.
- B. The normal workload of the County will be evaluated prior to accepting any Task Assignment. Once a Task Assignment is accepted by the County, any work performed under the Task Assignment shall be pursued with care and diligence, making every effort to meet the schedule established by the City in the Task Assignment. The COUNTY shall promptly notify the City of any hardship or other inability to meet the schedule identified in the Task Assignment.
- C. This AGREEMENT may be increased or decreased in scope or character of work to be performed if such change becomes necessary, but any such change shall be accomplished by written supplement executed by all parties to said AGREEMENT.
- D. The parties shall agree on a satisfactory completion date for work performed under any Task Assignment (“work completion date”), which shall be specified in the Task assignment. The City shall, upon satisfactory completion of work performed pursuant to a Task Assignment, issue a letter of acceptance that shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under the Task Assignment. If the COUNTY does not receive a letter of acceptance within 90 days following the work completion date, the work will be considered accepted by the City. The City may withhold acceptance of work by submitting written notification to the COUNTY within a 90-day period. This notification shall include the reasons for withholding acceptance.

## **II WORK ASSIGNMENT/REQUEST**

- A. Specific assignments shall be made in the form of a written Task Assignment to the COUNTY by the City and signed by both parties. Each Task Assignment shall contain an agreed upon budget and schedule for all services to be rendered. City approval is required for budget and schedule changes. The City shall make such assignments before any work is commenced by the County.
- B. The City shall make available to the COUNTY all information that has been compiled by or is available to the City concerning the project to be completed.
- C. The COUNTY shall furnish all labor, materials, supplies, and incidentals necessary to complete the work assigned by the City and shall furnish to the City all information prepared by the COUNTY in performance of each task.

### III PAYMENT

The COUNTY shall be paid by the City for completed work and for services rendered under this AGREEMENT and associated Task Assignments, upon acceptance by the City, as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and accepted by the City and for all labor, materials, supplies, and incidentals necessary to complete the work. The COUNTY acknowledges and agrees that only those costs actually allocable to a project shall be charged to such project.

- A. The COUNTY shall be reimbursed in full by the City for its direct and related indirect costs accumulated in accordance with its current accounting procedures. The reimbursement amount shall not exceed \$15,000.00 (fifteen thousand dollars) without written authorization from the City.
- B. Partial payments will be made by the City within 30 days of receipt of the billings from the COUNTY. Billings will not be more frequent than one per month. It is agreed that payment of any particular claim will not constitute agreement as to the appropriateness of any item and that at the time of final billing all required adjustments will be made.
- C. Upon termination of this AGREEMENT as provided in Section VI, the COUNTY shall be paid by the City for services rendered to the effective date of termination less all payments previously made. No payment shall be made by the CITY for any expense incurred or work done following the effective date of termination unless authorized, in writing, by the City.
- D. Final payment of any balance due the COUNTY of the ultimate gross reimbursable amount, prior to the effective date of termination, will be made upon ascertainment of such balance by the COUNTY and certification thereof to the City.

### IV LEGAL RELATIONS

- A. **INDEMNIFICATION:** The City does hereby release, indemnify and provide to defend and save harmless Yakima County from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City in defense thereof, asserted or arising directly on account of or out of acts or omissions of the City and their City's agents, employees and contractors in the exercise of the rights herein; PROVIDED, this paragraph does not purport to indemnify the County against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of (a) County or County's agents or employees; and PROVIDED FURTHER, that if the claims or damages are caused by a result from the concurrent negligence of the County, its authorized agents, officers or employees and (b) City's authorized agents, officers or employees or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City or its authorized agents, contractors or employees. Nothing in this indemnification clause shall be construed to apply to any actions, proceedings, suits, or claims for inverse condemnation, or condemnation, arising under Title 8, Chapter 8.08, Sections 8.08.005 thru 8.08.130 of the Revised Code of Washington or otherwise.
- B. **City's Waiver of Employer's Immunity under Title 51 RCW:** The City intends that its obligations to indemnify, defend, and hold harmless employee contributions set forth above in sections A, above, shall operate with full effect regardless of any provision contrary tin Title 51 RCW, Washington Industrial

Insurance Act. Accordingly, the City specifically assumes all potential liability for defense and payment of judgement in all actions brought to employees of the City against the County and its officers, employees, and volunteers, and for the purposes of enforcing the City's obligations to indemnify, defend, and hold harmless set forth above in section 4, the City, specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The City shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

**C. DISPUTE RESOLUTION:**

1. The City and the COUNTY shall confer to resolve disputes that arise under this AGREEMENT as requested by either party.
2. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this agreement:

Cus Arteaga, City of Grandview  
County Engineer, Yakima County

- D. The City and the COUNTY 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. Laws, venue, jurisdiction. This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
- E. **TERM:** The initial term of this contract will be for a period of one year from the effective date. The County may, at its option, extend the contract on a year to year basis for up to four additional years provided however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the County provides advance notice of the intention to not renew or the compensation established in paragraph 3 is exhausted.

**V.  
NONDISCRIMINATION**

The City and COUNTY mutually agree that neither entity will 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 the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation. The City and COUNTY, and any subcontractors employed by either entity shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a) in the selection and retention of agents, subcontractors or in the procurement of services or materials, leases, or equipment. These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

**VI  
COMMENCEMENT AND TERMINATION OF AGREEMENT**

The work is of a continuing nature and will be in force as of the date of this AGREEMENT. The COUNTY may terminate this AGREEMENT at any time upon not less than sixty (60) days written notice to the CITY with or without cause. The CITY may terminate this AGREEMENT or Task Assignment at any time, as provided in paragraph (E), above; provided that the CITY agrees to reimburse the COUNTY for all direct and indirect costs incurred for work performed and accepted by the CITY up to the date of termination. Upon termination of this AGREEMENT, the COUNTY will turn over to the City all Project records.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date executed by both parties.

DONE this \_\_\_\_ day of \_\_\_\_\_ 2023

CITY OF GRANDVIEW  
MAYOR OR DESIGNEE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Gloria Mendoza

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
May 9, 2023

Attest:

By: \_\_\_\_\_  
Anita Palacios, City Clerk

BOARD OF YAKIMA COUNTY  
COMMISSIONERS

\_\_\_\_\_  
LaDon Linde, Chair

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
Kyle Curtis, Commissioner

*Constituting the Board of County Commissioners  
for Yakima County, Washington*

Attest:

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board or  
Erin Franklin, Deputy Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney

**RESOLUTION NO. 2023-31**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE POLICE CHIEF TO SIGN THE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE GRANDVIEW SCHOOL DISTRICT,  
GRANDVIEW POLICE DEPARTMENT AND YAKIMA COUNTY SHERIFF'S OFFICE  
REGARDING THE HANDLE WITH CARE PROGRAM**

**WHEREAS**, the Grandview School District desires to enter into a Memorandum of Understanding with the Grandview Police Department and Yakima County Sheriff's Office regarding the Handle with Care Program; and

**WHEREAS**, the parties have agreed upon the terms set forth in the Memorandum of Understanding in the form attached as Exhibit A; and

**WHEREAS**, the City Council of the City of Grandview has determined that approving said Memorandum of Understanding for the Handle with Hope Program is in the best interest of the residents of the City of Grandview, and will promote the general health, safety and welfare,

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

The Police Chief is hereby authorized to sign the Memorandum of Understanding between the Grandview School District, Grandview Police Department and Yakima County Sheriff's Office regarding the Handle with Care Program 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 May 9, 2023.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made by and between the Grandview School District (“District”) and Grandview Police Department (“GPD”), and the Yakima County Sheriff’s Office (“YSO”), collectively referred to as the “Parties” or individually as a “Party.” This MOU shall be effective as of the date of the last-executed signature below (“Effective Date”).

### I. PURPOSE

**The Larger Project.** To further implement an initiative aimed at addressing children's exposure to violence and trauma. Childhood exposure to violence and trauma, without the right supports, is often associated with increased risk of poor outcomes in emotional, behavioral and physical health over the life span. Children exposed to violence and trauma are also at a higher risk of poor school related outcomes and are more likely to enter the criminal justice system later in life, which can contribute to generational cycles of violence and system involvement. This project directly addresses the goal of mitigating these negative impacts of exposure to trauma when it does occur, by providing support and on-site, trauma focused interventions by school staff and/or mental health providers, if necessary, to children identified by local law enforcement and school personnel.

### II. NOTIFICATION OF EXPOSURE TO TRAUMA

Acknowledging the collaborative work already underway in the community around trauma and specifically around social and emotional health within the school system, this MOU will focus on notification to the District by law enforcement when a child is exposed to trauma or violence in the home or in the community to enable the child’s school to handle the child with care upon his or her arrival at school the next school day following the incident.

The phrase “trauma or violence” shall be construed broadly and by way of example and not by way of limitation, shall mean and include any event where a child is a victim or witness, experiences or is involved in, or is questioned relative to, any of the following: the abuse of a family member, loved one, or pet; abuse or neglect; child custody, visitation or support or other domestic relations controversy where there is law enforcement intervention; community violence; the commission of a crime; loss of a family member or friend; an overdose; the arrest of a family member; racism or any other form of discrimination; homelessness; mental illness and/or substance abuse by a parent or caregiver; hospitalization or family illness; incarceration of a parent or family member; sudden, unexpected or frequent changes in caregiver, school, program or home life; natural disasters; or similar acts or experiences. Should there be a question as to whether a child has been exposed to trauma or violence; judgement should be exercised in the best interests



of the child and in favor of notification.

**III. RESPONSIBILITIES OF YAKIMA COUNTY SHERIFF'S OFFICE, GRANDVIEW POLICE DEPARTMENT, THE DEPARTMENT OF CHILDREN AND FAMILIES, AND WASHINGTON HIGHWAY PATROL (COLLECTIVELY "AGENCIES" OR INDIVIDUALLY "AGENCY"):**

- A. Send notification to the District identifying children believed to have been exposed to trauma or violence which Agency's personnel might benefit from increased care and/or attention from District personnel.
- B. Notification shall be given by sending an email to designee of District stating the child's name, approximate age, school attended (if known), the approximate time of the event, and the acronym "HWC."
- C. Notifications will contain no specific information about the incident in order to maintain privacy of the child and his or her family.
- D. Otherwise maintain the confidentiality of victims, children, and families as required by law.

**IV. RESPONSIBILITIES OF THE DISTRICT:**

- A. Appoint a designee ("Designee") for receipt of notifications made pursuant to Section II, above, and receive notifications, from Agencies and disseminate them to the designated point persons within each school by forwarding to them the HWC e-mail notification from Agency.
- B. Upon receipt of a notification identifying a child who has been exposed to trauma or violence, the designated point persons within each school will then disseminate the notification to appropriate teachers, social workers, guidance counselors, and any other relevant staff.
- C. Provide identified children who are exhibiting behaviors that are not consistent with their normal manner a safe person and space where they can receive additional supports, such as postponing a test, accepting a missed assignment, or allowing the student to rest if he or she is having a hard time focusing or staying awake, but otherwise not addressing the child about the incident.
- D. Provide education on trauma informed care to all school personnel, parents and guardians, as requested and/or as required by law.
- E. Maintain the confidentiality of the child's information, including but not limited to academic records, health records, and mental health services. Notifications may be maintained for any purposes consistent with the purpose of this MOU but shall not be part of any child's permanent record.

**V. TERMINATION.**

Any Party has the right to cancel this MOU with at least 30 days written notice to the other Parties. Should any Party terminate this MOU, then the MOU shall remain in effect as to all other Parties, unless terminated at the request of the District.

**VI. ADDITIONAL PARTIES.**

Additional agencies, whether or not a law enforcement agency, may become a party to this MOU upon execution of an addendum to this MOU between the District and such agency without ratification by Parties.

**VII. LIABILITY.**

Each Party shall be responsible for actions and/or omissions by that Party and its agents. No Party assumes any liability for any actions and/or omissions by any other party. However, each Party to this MOU agrees to cooperate fully with all Parties in the defense of any claims made against any Party. This cooperation will include, but is not limited to, the following:

- A. Immediate notification to the applicable Party of any accident or incident resulting in personal injury, damage or having the potential for liability;
- B. Immediate notification to the applicable Party of any claim made against it alleging liability;
- C. Permitting the applicable Party to conduct a parallel independent investigation of any incident, and/or
- D. Making personnel and records available to the applicable Party for purposes of the investigation or defense of any claim and/or legal proceeding to the extent permitted by law.

This MOU shall remain in effect until terminated as provided herein.

**SCHOOL DISTRICT**

By: \_\_\_\_\_  
Board Chair Date

**ATTEST:**

By: \_\_\_\_\_  
Superintendent Date

**YAKIMA COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_  
Robert Udell, Sheriff Date

**CITY OF GRANDVIEW**

By: \_\_\_\_\_  
Kal Fuller, Police Chief Date

By: \_\_\_\_\_  
Seth Bailey, Assistant Police Chief Date