

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, JUNE 13, 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.

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

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.
- 4. NEW BUSINESS**
 - A. ARPA New Business Grant Recipient – Anthony Rodriguez dba Anthony's Decals 1-2
 - B. Ordinance amending Grandview Municipal Code Section 2.48.070 Headstones regarding the City Cemetery 3-7
 - C. Resolution accepting the bid for the Sludge Drying Bed Phase 2 Improvements and authorizing the Mayor to sign all contract documents with Goodman & Mehlenbacher Enterprises, Inc. 8-13
 - D. Resolution accepting the bid for the West Fifth Street and Elm Street Resurfacing Improvements and authorizing the Mayor to sign all contract documents with American Rock Products 14-19
 - E. Resolution authorizing the Mayor to sign the Local Agency Federal Aid Project Prospectus and Local Agency Agreement with the Washington State Department of Transportation for the Stover Road Railroad Crossing Improvements 20-45
 - F. Resolution authorizing the Mayor to sign an Interagency Agreement between the City of Grandview and Washington Department of Fish and Wildlife for the East Game Pond Pipeline Replacement 46-51
 - G. Resolution authorizing the Police Chief to sign the Managed Information Technology Support Agreement between Certinet Systems and the Grandview Police Department 52-62
 - H. Resolution authorizing the Mayor to sign an amendment to the Interlocal Agreement for the Establishment of the Yakima Consortium for Regional Public Safety 63-128

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I. Ordinance amending the 2023 Annual Budget	129-134
J. Resolution approving Task Order No. 2023-06 with HLA Engineering and Land Surveying, Inc., for Wine Country Road and Higgins Way Improvements	135-141
K. Resolution authorizing the Mayor to sign Change Order No. 1 with Industrial Construction of WA for the Headworks Bypass Improvements	142-145
L. Resolution accepting the Sanitary Sewer Trunk Main Replacement – Phase 2 as complete	146-152
5. OTHER BUSINESS	
6. ADJOURNMENT	

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, June 13, 2023 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting

<https://us06web.zoom.us/j/86188559122?pwd=Nng5cnM4UFgzUlllcXRkVCd3p4QT09>

To join via phone: +1 253 215 8782

Meeting ID: 861 8855 9122

Passcode: 597174

Anita Palacios

From: Matt Cordray
Sent: Wednesday, May 10, 2023 9:48 AM
To: 'Robert Ozuna'; 'gmcmandoza@gmail.com'; Cus Arteaga; 'Bill Moore 1 (billandrachel@charter.net)'; Laura Flores
Cc: Anita Palacios
Subject: FW: City of Grandview Business Grant

Anthony Rodriguez with Anthony's Decals will be here at 5:30pm on June 13th to meet with the ARPA group. Then at 6:00pm he will attend the COW meeting to talk a little bit about his business.

Anita, can we get this on the agenda for that meeting?

Thank you

Matthew Cordray
City Treasurer
City of Grandview
207 West Second Street
Grandview, WA 98930
PH: (509) 882-9207
FAX: (509) 882-3099
mattc@grandview.wa.us
www.grandview.wa.us

This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

From: Anthony Rodriguez <anthonysdecals@gmail.com>
Sent: Wednesday, May 10, 2023 9:35 AM
To: Matt Cordray <mattc@grandview.wa.us>
Subject: Re: City of Grandview Business Grant

CAUTION: External Email

This is great news! I'm so excited to be given this opportunity. I will be there on June 13th, thank you!

Best,

Anthony Rodriguez

On Wed, May 10, 2023 at 9:31 AM Matt Cordray <mattc@grandview.wa.us> wrote:

Congratulations! We are pleased to inform you that you will receive a grant of \$10,000 from our American Rescue Plan Act New Business Grant Program. Your application was reviewed and effectively demonstrated how you plan to start and maintain a new business in the City of Grandview. Please see below for the next steps in the process:

1. Review and sign the attached contract with the City of Grandview.

2. On June 13th at 5:30pm, the Council would like to invite the owners of this new business to City Hall to meet the members of the ARPA review committee. At this meeting, you will turn in the signed contract and there will be discussion regarding the conditions and disbursements of the grant.
3. After the meeting at 5:30pm, we ask that the business owners be in attendance at the City Council Committee of the Whole meeting that same night at 6:00pm. At that time, we would like the owners to introduce themselves to the Council and talk a little bit about their business.

Please respond to this email at your earliest convenience letting us know if this time frame works with your schedule.

Thank you and again, Congratulations!

Matthew Cordray

City Treasurer

City of Grandview

207 West Second Street

Grandview, WA 98930

PH: (509) 882-9207

FAX: (509) 882-3099

mattc@grandview.wa.us

www.grandview.wa.us

This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

From: Matt Cordray

Sent: Tuesday, May 9, 2023 3:28 PM

To: Anthony Rodriguez <anthonysdecals@gmail.com>

Subject: RE: City of Grandview Business Grant

Your application will be reviewed by Council tonight and I will let you know their decision tomorrow.

Matthew Cordray

City Treasurer

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

ITEM TITLE Ordinance amending Grandview Municipal Code Section 2.48.070 Headstones regarding the City Cemetery	AGENDA NO.: New Business 4 (B) AGENDA DATE: June 5, 2023
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR




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

In 2007, Council approved installation of upright headstones for Blocks 8 and 9 at the City Cemetery. Prior to that, upright headstones were also allowed in Blocks 1, 2 and 3. Uprights headstones are not allowed in Blocks 4, 5, 6 and 7.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the city budget, personnel resources, and/or residents.

A request to amend the headstone section of the City Cemetery regulations has been received, copy attached.

Staff recommends upright headstones be allowed in all Blocks of the City Cemetery.

ACTION PROPOSED

Move an ordinance amending Grandview Municipal Code Section 2.48.070 Headstones regarding the City Cemetery to a regular Council meeting for consideration.

Anita Palacios

From: GayLyn Concienne <gconcienne@prosserhealth.org>
Sent: Thursday, June 1, 2023 12:41 PM
To: Anita Palacios
Subject: for your consideration

CAUTION: External Email

6/1/23

City of Grandview
207 W. 2nd Street
Grandview, WA 98930

To whom it may concern:

I am writing today to ask for a consideration of a change in policy. Thirty-four years ago, my husband and I lost our 15-month-old son, Jonathan Michael Concienne. At the time we were a young couple who had no experience in buying cemetery plots. When he passed away, we were assisted to buy him a plot in the baby section at the Grandview Cemetery. When it came time to order him a headstone, I wanted to have an upright, small angel. We were informed by the monument company, the section he was buried in didn't allow upright headstones. To say the least, I was disappointed but looking all around his plot I could see there were no other upright headstones. I was told this was for "easy of mowing".

Thirty-four years later the cemetery has expanded and grown. I have observed many plots surrounding my sons grave have huge upright headstones. The nearest one not being more than 50 feet away. I would like to request this ban of upright headstones in the baby section be lifted. It is discriminating. My son, although he was only 15 months old when he passed away is just as important to me as the 2-year-old nearby with an upright headstone. My husband and I take great pride in maintaining our sons grave. We clean it, scrub it and keep the crabgrass from growing over the top of his headstone. I would like to move forward with my original plan of a small, angel statue for his grave. Please consider changing this policy.

Thank you for your consideration and time.

Respectfully,
GayLyn and Rob Concienne
140306 W. Northriver Road
Prosser, WA 99350
(509) 781-1775

ORDINANCE NO. 2023-_____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 2.48.070 HEADSTONES
REGARDING THE CITY CEMETERY**

WHEREAS, a cemetery is a place not only for the burial of the dead, but for the expression of love and respect by the living for the dead, it will always be the aim of the City to maintain the City of Grandview Cemetery as a quiet, beautiful memorial to those who have passed on, and,

WHEREAS, to attain and maintain a general good affect within the cemetery, it is essential that every part of it be well cared for, the City of Grandview Cemetery through its endowment trust agreement and, by retaining reasonable control of all activities within its grounds, intended to accomplish this end, and,

WHEREAS, the City has no desire to interfere with the privileges and tastes of the individual, but in all modern cemeteries, it has been found necessary to formulate Rules and Regulations in order to guard the rights of individuals and to maintain beauty; to insure a respectable manner of reposing of the deceased and a proper observance of the sacredness of the institution, and,

WHEREAS, uniformity is, in many respects, important, and one of the main purposes of these Rules and Regulations is to give the City of Grandview Cemetery the legal right to refuse permission of owners of property within the cemetery or niche wall to do things which in its judgment are inappropriate or conflicting with these Rules and Regulations, and,

WHEREAS, the rules contained herein have been formulated after careful study and after due consideration of the rules in force in other leading cemeteries of the county, and they have been adopted for the sole purpose of safeguarding the interests of the individual owners of the interment space,

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

SECTION 1. Grandview Municipal Code Section 2.48.070 Headstones which reads as follows:

2.48.070 Headstones.

A. All headstones shall be set by the City Public Works Department and in accordance with this chapter. Headstones may vary in size; therefore, the maximum allowable headstone sizes are as follows:

1. Single headstones for adult spaces: 12 inches by 24 inches.
2. Double headstones for adult spaces: 12 inches by 36 inches.
3. Single or double headstones in Block 7 (cremation area): eight inches by 16

inches.

4. Double headstones placed between two spaces in Block 7 (cremation area): eight inches by 32 inches.

5. Headstones for child spaces: eight inches by 16 inches.

B. The Public Works Department may require additional information or drawings, as it deems necessary, to ensure that the headstones are set in compliance with this policy.

1. All headstones will be inspected by the Public Works Department prior to being scheduled for setting.

2. All headstones will be set at ground level in Blocks 4, 5, 6, and 7 and in such a manner so as not to interfere with the maintenance of the grounds.

3. All headstones will be set in concrete with a minimum of six inches along all borders.

4. Upright headstones are allowed in Blocks 1, 2, 3, 8 and 9.

5. All adult and child headstones are to be set in alignment with each row.

6. All headstone setting fees must be paid prior to the setting of a headstone.

7. The installation of markers and of foundations for such markers is made by the City with a proper charge for the material and labor involved.

Is hereby amended to read as follows:

2.48.070 Headstones.

A. All headstones shall be set by the City Public Works Department and in accordance with this chapter. Headstones may vary in size; therefore, the maximum allowable headstone sizes are as follows:

1. Single headstones for adult spaces: 12 inches by 24 inches.

2. Double headstones for adult spaces: 12 inches by 36 inches.

3. Single or double headstones in Block 7 (cremation area): eight inches by 16 inches.

4. Double headstones placed between two spaces in Block 7 (cremation area): eight inches by 32 inches.

5. Headstones for child spaces: eight inches by 16 inches.

B. The Public Works Department may require additional information or drawings, as it deems necessary, to ensure that the headstones are set in compliance with this policy.

1. All headstones will be inspected by the Public Works Department prior to being scheduled for setting.

2. All headstones will be set ~~at ground level in Blocks 4, 5, 6, and 7~~ and in such a manner so as not to interfere with the maintenance of the grounds.

3. All headstones will be set in concrete with a minimum of six inches along all borders.

4. Upright headstones are allowed in **all Blocks of the cemetery** ~~1, 2, 3, 8 and 9~~.

5. All adult and child headstones are to be set in alignment with each row.

6. All headstone setting fees must be paid prior to the setting of a headstone.

7. The installation of markers and of foundations for such markers is made by the City

with a proper charge for the material and labor involved.

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 its regular meeting on _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

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

ITEM TITLE

Resolution accepting the bid for the Sludge Drying Bed Phase 2 Improvements and authorizing the Mayor to sign all contract documents with Goodman & Mehlenbacher Enterprises, Inc.

AGENDA NO.: New Business 4 (C)

AGENDA DATE: June 13, 2023

DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

City Administrator/Public Works Director Cus Arteaga

CITY ADMINISTRATOR



MAYOR



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

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Bids for the Sludge Drying Bed Phase 2 Improvements were opened on May 17, 2023. A total of eight (8) bids were received with Goodman & Mehlenbacher Enterprises, Inc., of Kennewick, Washington, submitting the low bid in the amount of \$854,893.44.

ACTION PROPOSED

Move a resolution accepting the bid for the Sludge Drying Bed Phase 2 Improvements and authorizing the Mayor to sign all contract documents with Goodman & Mehlenbacher Enterprises, Inc., to a regular Council meeting for consideration.

Anita Palacios

From: Deanna Dillon <ddillon@hlacivil.com>
Sent: Thursday, May 18, 2023 9:36 AM
To: Gloria Mendoza; Cus Arteaga; Anita Palacios
Cc: Justin Bellamy; Taylor Denny; Angie Ringer; Jakob Michael
Subject: 19140B-C - GV - Sludge Drying Bed Phase 2 Improvements - Recommendation of Award
Attachments: 2023-05-17 - 19140B-C - REC of Award - City of Grandview.pdf; 19140B-C - Bid Summary - Bid Opening.pdf

CAUTION: External Email

Good morning,

Please see the attached Recommendation of Award and Bid Summary for the above referenced project. If Award is authorized by the City of Grandview at your next Council Meeting on June 13, 2023, please send a copy of the authorization to our office so that we may proceed with contract execution.

Please contact us if you have any questions.

Thank you,



Deanna Dillon, Contract Administrator 1

HLA Engineering and Land Surveying, Inc.

2803 River Road, Yakima, WA 98902

Office: (509) 966-7000

ddillon@hlacivil.com | www.hlacivil.com



May 17, 2023

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

Attn: Mayor Gloria Mendoza

Re: City of Grandview
Sludge Drying Bed Phase 2 Improvements
HLA Project No.: 19140B-C
Recommendation of Award

Dear Mayor Mendoza:

The bid opening for the above referenced project was held at Grandview City Hall at 11:00 a.m. on Wednesday, May 17, 2023. A total of eight (8) bids were received with the low bid of \$854,893.44, being offered by Goodman & Mehlenbacher Enterprises, Inc., of Kennewick, WA. This low bid is approximately twenty three (23) percent below the Engineer's Estimate of \$1,106,632.80.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to Goodman & Mehlenbacher Enterprises, Inc., in the amount of \$854,893.44. Please send us a copy of the City of Grandview Council meeting minutes authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

A handwritten signature in blue ink that reads "Justin L. Bellamy".

Digitally signed by Justin
Bellamy
Date: 2023.05.17
16:27:22-07'00'

Justin L. Bellamy, PE

JLB/dld



Enclosures

Copy: Cus Arteaga, City Administrator/Public Works Director
Taylor Denny, Director of Construction Operations, HLA

BID SUMMARY

Owner: City of Grandview
 Project: Sludge Drying Bed Improvements (PH2)
 HLA Project No.: 19140B-C
 Bid Opening Date: May 17, 2023

ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	A	Minor Change	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	A	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 57,000.00	\$ 57,000.00	\$ 82,400.00	\$ 82,400.00	\$ 19,000.00	\$ 19,000.00
3	A	Clearing and Grubbing	3.30	ACRE	\$ 3,000.00	\$ 9,900.00	\$ 2,260.00	\$ 7,458.00	\$ 3,860.00	\$ 12,738.00	\$ 5,000.00	\$ 16,500.00
4	A	Unclassified Excavation Incl. Haul	5,750	CY	\$ 25.00	\$ 143,750.00	\$ 8.00	\$ 46,000.00	\$ 19.34	\$ 111,205.00	\$ 18.00	\$ 103,500.00
5	A	Storm Sewer Pipe 12-In. Diam.	480	LF	\$ 100.00	\$ 48,000.00	\$ 78.00	\$ 37,440.00	\$ 77.00	\$ 36,960.00	\$ 93.00	\$ 44,640.00
6	A	Type 1 Catch Basin	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 1,800.00	\$ 5,400.00	\$ 1,085.00	\$ 3,285.00	\$ 3,200.00	\$ 9,600.00
7	A	Shoring or Extra Excavation	480	LF	\$ 2.00	\$ 960.00	\$ 1.00	\$ 480.00	\$ 1.00	\$ 480.00	\$ 1.00	\$ 480.00
8	B	Minor Change	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
9	B	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 18,000.00	\$ 18,000.00	\$ 3,900.00	\$ 3,900.00	\$ 40,000.00	\$ 40,000.00
10	B	Crushed Surfacing Top Course	1,210	TON	\$ 45.00	\$ 54,450.00	\$ 31.00	\$ 37,510.00	\$ 31.00	\$ 37,510.00	\$ 46.00	\$ 55,660.00
11	B	Crushed Surfacing Base Course	3,190	TON	\$ 40.00	\$ 127,600.00	\$ 31.00	\$ 98,890.00	\$ 30.00	\$ 95,700.00	\$ 32.00	\$ 102,080.00
12	B	HMA Cl. 1/2-Inch PG 64-28	1,360	TON	\$ 140.00	\$ 190,400.00	\$ 122.00	\$ 165,920.00	\$ 125.50	\$ 170,680.00	\$ 128.00	\$ 174,080.00
13	B	Ecology Block	190	EA	\$ 100.00	\$ 19,000.00	\$ 149.00	\$ 28,310.00	\$ 283.00	\$ 53,770.00	\$ 153.00	\$ 29,070.00
14	C	Minor Change	1	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
15	C	Mobilization	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 18,000.00	\$ 18,000.00	\$ 3,900.00	\$ 3,900.00	\$ 31,000.00	\$ 31,000.00
16	C	Crushed Surfacing Top Course	940	TON	\$ 45.00	\$ 42,300.00	\$ 31.00	\$ 29,140.00	\$ 31.00	\$ 29,140.00	\$ 46.00	\$ 43,240.00
17	C	Crushed Surfacing Base Course	2,470	TON	\$ 40.00	\$ 98,800.00	\$ 31.00	\$ 76,570.00	\$ 30.00	\$ 74,100.00	\$ 32.00	\$ 79,040.00
18	C	HMA Cl. 1/2-Inch PG 64-28	1,050	TON	\$ 140.00	\$ 147,000.00	\$ 122.00	\$ 128,100.00	\$ 126.25	\$ 132,562.50	\$ 128.00	\$ 134,400.00
19	C	Ecology Block	150	EA	\$ 100.00	\$ 15,000.00	\$ 149.00	\$ 22,350.00	\$ 283.00	\$ 42,450.00	\$ 153.00	\$ 22,950.00
Schedule A Bid Subtotal						\$ 235,110.00		\$ 158,778.00		\$ 252,068.00		\$ 198,720.00
Sales Tax					8.00%	\$ 18,808.80		\$ 12,702.24		\$ 20,165.44		\$ 15,897.60
SCHEDULE A - TOTAL						\$ 253,918.80		\$ 171,480.24		\$ 272,233.44		\$ 214,617.60
Schedule B Bid Subtotal						\$ 446,450.00		\$ 353,630.00		\$ 366,560.00		\$ 405,890.00
Sales Tax					8.00%	\$ 35,716.00		\$ 28,290.40		\$ 29,324.80		\$ 32,471.20
SCHEDULE B - TOTAL						\$ 482,166.00		\$ 381,920.40		\$ 395,884.80		\$ 438,361.20
Schedule C Bid Subtotal						\$ 343,100.00		\$ 279,160.00		\$ 287,152.50		\$ 315,630.00
Sales Tax					8.00%	\$ 27,448.00		\$ 22,332.80		\$ 22,972.20		\$ 25,250.40
SCHEDULE C - TOTAL						\$ 370,548.00		\$ 301,492.80		\$ 310,124.70		\$ 340,880.40

BID SUMMARY				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		
Owner: City of Grandview Project: Sludge Drying Bed Improvements (PH2) HLA Project No.: 19140B-C Bid Opening Date: May 17, 2023				Goodman & Mehlenbacher Enterprises Inc. PO Box 5949 Kennewick, WA 99336		Apollo, Inc. 1133 W Columbia Dr Kennewick, WA 99336		Midway Underground, LLC PO Box 1107 Toledo, WA 98591		
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE UNIT PRICE	ENGINEER'S ESTIMATE AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE A AND B TOTAL					\$	736,984.80	\$	668,118.24	\$	652,978.80
SCHEDULE A, B AND C TOTAL					\$	1,106,632.80	\$	978,242.94	\$	993,859.20
ENGINEER'S REPORT										
Competitive bids were opened May 17, 2023. All bids have been reviewed by this office. We recommend the contract be awarded to: Goodman & Mehlenbacher Enterprises Inc.										
 Digitally signed by Justin Selsamy Date: 2023.05.17 16:34:45-0700				May 17, 2023 Date						
Project Engineer										
*Bid results can be found at: hlacivil.com										
*Highlighted amounts have been corrected.										
ADDITIONAL BID TOTALS										
BIDDER										
American Rock Products										
Van Belle Excavating LLC										
Granite Construction Company										
Northwest Asphalt Striping & Sealing										
Selland Construction Inc										
BID TOTAL										
\$ 1,159,056.00										
\$ 1,208,736.00										
\$ 1,215,718.20										
Nonresponsive										
\$ 1,385,980.20										

RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE SLUDGE DRYING BED PHASE 2 IMPROVEMENTS
AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT DOCUMENTS WITH
GOODMAN & MEHLENBACHER ENTERPRISES, INC.**

WHEREAS, the City of Grandview has advertised for bids for the Sludge Drying Bed Phase 2 Improvements; and,

WHEREAS, Goodman & Mehlenbacher Enterprises, Inc., of Kennewick, Washington, has submitted the lowest responsible bid, which bid has been accepted;

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

The Mayor is hereby authorized to sign all contract documents with Goodman & Mehlenbacher Enterprises, Inc., for the Sludge Drying Bed Phase 2 Improvements in the amount of \$854,893.44.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

ITEM TITLE

Resolution accepting the bid for the West Fifth Street and Elm Street Resurfacing Improvements and authorizing the Mayor to sign all contract documents with American Rock Products

AGENDA NO.: New Business 4 (D)

AGENDA DATE: June 13, 2023

DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)


DEPARTMENT DIRECTOR REVIEW

City Administrator/Public Works Director Cus Arteaga

CITY ADMINISTRATOR



MAYOR



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

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Bids for the West Fifth Street and Elm Street Resurfacing Improvements were opened on May 31, 2023. A total of four (3) bids were received with American Rock Products of Yakima, Washington, submitting the low bid in the amount of \$498,150.00.

ACTION PROPOSED

Move resolution accepting the bid for the West Fifth Street and Elm Street Resurfacing Improvements and authorizing the Mayor to sign all contract documents with American Rock Products to a regular Council meeting for consideration.

Anita Palacios

From: Deanna Dillon <ddillon@hlacivil.com>
Sent: Wednesday, May 31, 2023 3:38 PM
To: Gloria Mendoza; Cus Arteaga; Anita Palacios
Cc: Stephen Hazzard; Tanner Lange; Taylor Denny; Angie Ringer
Subject: 23045C - GV - West Fifth Street and Elm Street Resurfacing Improvements - Recommendation of Award
Attachments: 2023-05-31 - 23045C - RECAward - City of Grandview - ARP.pdf; 2023-05-31 - 23045C - Bid Summary - Final.pdf

CAUTION: External Email

Good afternoon,

Please see the attached Recommendation of Award and Bid Summary for the above referenced project. If Award is authorized by the City of Grandview at your next council meeting on June 13th, 2023, please send a copy of the authorization to our office so that we may proceed with contract execution.

Please contact our office if you have any questions.

Thank you,



Deanna Dillon, Contract Administrator 1

HLA Engineering and Land Surveying, Inc.

2803 River Road, Yakima, WA 98902

Office: (509) 966-7000

ddillon@hlacivil.com | www.hlacivil.com



May 31, 2023

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

Attn: Mayor Gloria Mendoza

Re: City of Grandview
West Fifth Street and Elm Street Resurfacing Improvements
HLA Project No.: 23045C
Recommendation of Award

Dear Mayor Mendoza:

The bid opening for the above referenced project was held at Grandview City Hall at 10:00 a.m. on Wednesday, May 31, 2023. A total of 4 bids were received with the low bid of \$498,150.00, being offered by American Rock Products, of Yakima, WA. This low bid is approximately eighteen (0.18%) percent below the Engineer's Estimate of \$499,050.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to American Rock Products, contingent on Washington State Transportation Improvement Board (TIB), in the amount of \$498,150.00. Please send a copy of the City of Grandview Council minutes from the June 13, 2023, council meeting authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

A handwritten signature in blue ink that reads "Stephen S. Hazzard".

A blue digital signature stamp with the following text: "Digitally signed by Stephen S. Hazzard, PE", "E-mail: Eshazzard@hlacl.com, O="HLA Engineering and Land Surveying, Inc.", CN="Stephen S. Hazzard, PE", "Date: 2023.05.31 15:30:31-0700".

Stephen S. Hazzard, PE

SSH/dld

Enclosures

Copy: Cus Arteaga, Anita Palacios – City of Grandview
Angie Ringer, Taylor Denny, Tanner Lange - HLA

RESOLUTION NO. 2023-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE WEST FIFTH STREET AND ELM STREET
RESURFACING IMPROVEMENTS AND AUTHORIZING THE MAYOR TO SIGN ALL
CONTRACT DOCUMENTS WITH AMERICAN ROCK PRODUCTS**

WHEREAS, the City of Grandview has advertised for bids for the West Fifth Street and Elm Street Resurfacing Improvements; and,

WHEREAS, American Rock Products of Yakima, Washington, has submitted the lowest responsible bid, which bid has been accepted;

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

The Mayor is hereby authorized to sign all contract documents with American Rock Products for the West Fifth Street and Elm Street Resurfacing Improvements in the amount of \$498,150.00.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

ITEM TITLE

Resolution authorizing the Mayor to sign the Local Agency Federal Aid Project Prospectus and Local Agency Agreement with the Washington State Department of Transportation for the Stover Road Railroad Crossing Improvements

AGENDA NO.: New Business 4 (E)

AGENDA DATE: June 13, 2023

DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

N/A

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR




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

In 2022, Washington Central/BNSF Railroad notified the City that the lights and gates located on East Stover Road and Exit 73 were obsolete and in need of replacement. The Railroad maintains the current equipment and the City is responsible for purchasing the new replacement equipment. The City partnered with the Railroad and had HLA assist with locating a funding source to help off-set the cost for replacing the outdated equipment. In 2023, the City was able to secure approximately \$1,000,000 for this project from the Washington State Department of Transportation.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

In order to obligate the funds, the City would need to approve the Local Agency Federal Aid Project Prospectus and Local Agency Agreement with the Washington State Department of Transportation. Approval of these documents would allow the City to get the design started with construction in the fall of 2023.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Local Agency Federal Aid Project Prospectus and Local Agency Agreement with the Washington State Department of Transportation for the Stover Road Railroad Crossing Improvements to a regular Council meeting for consideration.

Anita Palacios

From: Stephen Hazzard <shazzard@hlacivil.com>
Sent: Wednesday, June 7, 2023 3:43 PM
To: Cus Arteaga
Cc: Anita Palacios; Tanner Lange
Subject: Stover Road Railroad Crossing - Federal Funding Obligation Paperwork
Attachments: 2023-06-07 Grandview - Stover Road Railroad - Federal Obligation Paperwork.pdf

CAUTION: External Email

Cus,

Attached for the Mayor's signature is the federal funding obligation paperwork for the Stover Road Railroad Crossing Improvement project. Please review and have the Mayor sign pages 4, 6, and 16.

After signatures, please return an electronic copy to me and I can send in the paperwork to WSDOT.

Thanks,



Stephen S. Hazzard, PE

HLA Engineering and Land Surveying, Inc.

2803 River Road, Yakima, WA 98902

Office: (509) 966-7000 | Cell: (509) 840-4746

shazzard@hlacivil.com | www.hlacivil.com

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Agency: City of Grandview

Project Title: Stover Road Railroad Crossing Improvements

Use this sheet as a cover sheet to the project prospectus package. Place an "X" in the right column to denote items included.

If not applicable, state N/A. Include in the cover letter a comment explaining the action taken on each item as appropriate.

Note later with an "L" if the information will be supplied at a future date.

Application	
1. Authorization Package Checklist (Appendix 21.43)	X
2. Project Prospectus (Chapter 21)	X
3. Vicinity Map	X
4. Typical Roadway or Pathway Section	N/A
5. Typical Bridge Section	N/A
6. Local Agency Agreement (Chapter 22)	X
7. Documented Cost Estimate (Chapter 22)	X
8. TIP/STIP Inclusion (MPO/County/Agency, selected/limited to \$)	X
Supporting Data	
9. Local Agency Design Matrix Checklist (Appendix 42.101)	X
10. Photos (Railroad Crossing, ER event sites, as required)	X
11. Deviation Analysis Format (Appendix 41.51)	N/A
12. Environmental Considerations (Chapter 24)	L
a. Class II Categorically Excluded (CE) - Environmental Classification Summary (ECS)	L
b. Class III Environmental Assessment (EA)	
c. Class I Environmental Impact Statement (EIS)	
d. SEPA Checklist	L
e. NEPA/SEPA/Section 404 Interagency Working Agreement	
f. Evolutionarily Significant Unit (ESU) Determination of Effect Concurrence	
g. Value Engineering Study (where applicable)	
13. Right of Way Requirements (Chapter 25)	N/A
a. Relocation Plan	
b. Approved Right of Way Plans	
c. Right of Way Project Funding Estimate or True Cost Estimate	
d. Request Right of Way Fund Authorization	
14. Right of Way Certification (Appendix 25.179)	N/A
15. Agreements/Easements with Railroads, Utilities, and Other Agencies (Chapter 32 and 25)	L
16. Design Approval (Chapter 43)	L
17. Tied Bids (Chapter 44)	N/A
18. Nondiscrimination Agreement (Submit new agreement if outdated)	

Remarks:

Local Programs Authorization Package Checklist

Agency: City of Grandview
 Project Title: Stover Road Railroad Crossing Improvements
 Fed Aid/State Project #: _____

	By Phase (check all that apply)			
Funding Request	PL*	PE**	RW	CN
New Phase Authorization	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Phase Modification	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Non-Funding Request	<input type="checkbox"/>
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*PL - Planning. Used for stand-alone planning and study projects.
 **PE - Preliminary Engineering. This is the full design phase of a construction project. Once PE is authorized, the construction phase must be completed, or all federal expenditures must be repaid.

	Region Check	HQ Check
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Miscellaneous Items

In addition to this checklist, all Region submittals must utilize the standard Region IDC, memo, or cover letter.
 If authorizing a subsequent phase on an existing project, has at least one bill for the prior phase been fully processed by Local Programs (Posted date is present in SPORT)? If not, supplement can't be processed.
 Has the scope changed (description of work, limits, staging, RW needs, etc.) since previous submittal?

X	<input type="checkbox"/>	<input type="checkbox"/>
Y ^(N)	Y/N	Y/N

Project Prospectus (DOT Form 140-101) - LAG Chapter 21

Are all three pages of the current form included?
 Does information (title, termini, description, RW needs, cost, etc.) agree with STIP/LAA/NEPA-CE?
 Is the project description written such that the project scope is clear to an average person?
 Are pages 1 and 3 signed?
 If the LPE or another agency is acting as CA, enter CA agency name below and include copy of CA agreement (LOU, MOU, etc.)
 CA Agency: Yakima County

X	<input type="checkbox"/>	<input type="checkbox"/>
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Are the Latitude and Longitudes (decimal format preferred) included and correct?
 Are Congressional and Legislative Districts included and correct?
 Project Zip Code includes the +4?
 Are estimated costs included for all phases of the project?
 Are the Functional Classification and Urban/Rural designation correct?
 Are the Right of Way, Utilities, and Railroad sections filled out?

Typical Sections & Vicinity Map - LAG Chapter 21

When necessary, are the Vicinity Map(s) and Roadway Section(s) included?
 Can someone unfamiliar with the project's location easily tell where it's located using the vicinity map?
 Are the project limits clearly marked on the map?
 Does the section include all elements, with dimensions, of the roadway prism?
 Are section changes, if applicable, throughout the project limits noted/displayed?

X	<input type="checkbox"/>	<input type="checkbox"/>
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STIP/Funding Documentation - LAG Chapter 12

Is the currently approved STIP page included?
 Does STIP information (termini, description, etc.) match the LAA and Prospectus?
 Is the phase being authorized (or a later phase) programmed in the STIP?
 Is funding from all requested programs shown in the STIP?
 Are the requested funds supported by the STIP?
 If funded through a HQ managed program (ex. Bridge, HSIP), is the award letter included when these funds are first obligated?
 If funded through a HQ managed program, does the submitted scope match the project summary scope?

X	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------

Local Agency Agreement (DOT Forms 140-039 & 140-041) - LAG Chapter 22

Is at least one LAA or LAA supplement, with an original signature, included?
 Current form used? (check revision date at bottom left)
 All pages of Agreement included?
 Are the Agency information, Project #, LAA #, Supplement #, and date of original agreement execution correct?
 Does project information (title, termini, length, description, etc.) agree with STIP/Prospectus/NEPA-CE?

X	<input type="checkbox"/>	<input type="checkbox"/>
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RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE LOCAL AGENCY FEDERAL AID
PROJECT PROSPECTUS AND LOCAL AGENCY AGREEMENT WITH THE
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FOR THE
STOVER ROAD RAILROAD CROSSING IMPROVEMENTS**

WHEREAS, the Washington State Department of Transportation has awarded funds to the City for the Stover Road Railroad Crossing Improvements; and,

WHEREAS, the City must execute the Local Agency Federal Aid Project Prospectus and Local Agency Agreement with the Washington State Department of Transportation setting forth the terms and conditions and the regulations by which the City must comply in order to receive said funding,

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

The Mayor is hereby authorized to sign the Local Agency Federal Aid Project Prospectus and Local Agency Agreement with the Washington State Department of Transportation in the forms as are attached hereto and incorporated herein by reference for the Stover Road Railroad Crossing Improvements.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



**Local Agency Federal Aid
Project Prospectus**

Prefix	Route	()	Date	5/23/23
Federal Aid Project Number			DUNS Number	038520482
Local Agency Project Number		(WSDOT Use Only)	Federal Employer Tax ID Number	91-6001437

Agency City of Grandview	CA Agency <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Stover Road Railroad Crossing Improvements		Start Latitude N 46.268	Start Longitude W 119.922	
		End Latitude N 46.268	End Longitude W 119.921	
Project Termini From-To Wallace Way Wine Country Road		Nearest City Name Grandview		Project Zip Code (+4) 98930-1360
Begin Mile Post	End Mile Post	Length of Project 0.04 miles	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number 0515	County Number 39
		County Name Yakima		
WSDOT Region South Central Region	Legislative District(s) 15	Congressional District(s) 4		Urban Area Number

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$156,400	0	\$156,400	June	2023
R/W	.				
Const.	\$930,600	0	\$930,600	May	2024
Total	\$1,087,000	0	\$1,087,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 40	Number of Lanes 2
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Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Replace outdated railroad crossing equipment, railroad crossing surfacing, and pedestrian crossing and resurface roadway.

Local Agency Contact Person Cus Arteaga	Title City Administrator	Phone 509-882-9200
Mailing Address 207 W. Second Street	City Grandview	State WA
		Zip Code 98930

Project Prospectus	By _____ Approving Authority
	Title Mayor
	Date

Agency City of Grandview	Project Title Stover Road Railroad Crossing Improvement	Date 4/13/23
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Type of Proposed Work		
Project Type (Check all that Apply)	Roadway Width 40	Number of Lanes 2
<input type="checkbox"/> New Construction <input type="checkbox"/> Path / Trail <input type="checkbox"/> 3-R <input checked="" type="checkbox"/> Reconstruction <input type="checkbox"/> Pedestrian / Facilities <input type="checkbox"/> 2-R <input checked="" type="checkbox"/> Railroad <input type="checkbox"/> Parking <input type="checkbox"/> Other <input type="checkbox"/> Bridge		

Geometric Design Data		
Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Principal Arterial	<input type="checkbox"/> Principal Arterial
	<input checked="" type="checkbox"/> Urban	<input checked="" type="checkbox"/> Urban
	<input type="checkbox"/> Rural	<input type="checkbox"/> Rural
	<input type="checkbox"/> NHS	<input type="checkbox"/> NHS
	<input type="checkbox"/> Local Access	<input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25	35
Design Speed	25	35
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work		
Preliminary Engineering Will Be Performed By Consultant selected through selection process	Others 100 %	Agency %
Construction Will Be Performed By Lowest Responsive Bidder	Contract 100 %	Agency %

Environmental Classification	
<input type="checkbox"/> Class I - Environmental Impact Statement (EIS) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement <input type="checkbox"/> Class III - Environmental Assessment (EA) <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements	<input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) <input type="checkbox"/> Projects Requiring Documentation (Documented CE)

Environmental Considerations N/A

Agency City of Grandview	Project Title Stover Road Railroad Crossing Improvement	Date 4/13/23
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Right of Way		
<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed	<input type="checkbox"/> Relocation Required
	<input type="checkbox"/> No Relocation	

Utilities	Railroad
<input checked="" type="checkbox"/> No utility work required	<input type="checkbox"/> No railroad work required
<input type="checkbox"/> All utility work will be completed prior to the start of the construction contract	<input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract
<input type="checkbox"/> All utility work will be completed in coordination with the construction contract	<input checked="" type="checkbox"/> All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

N/A

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? Yes No

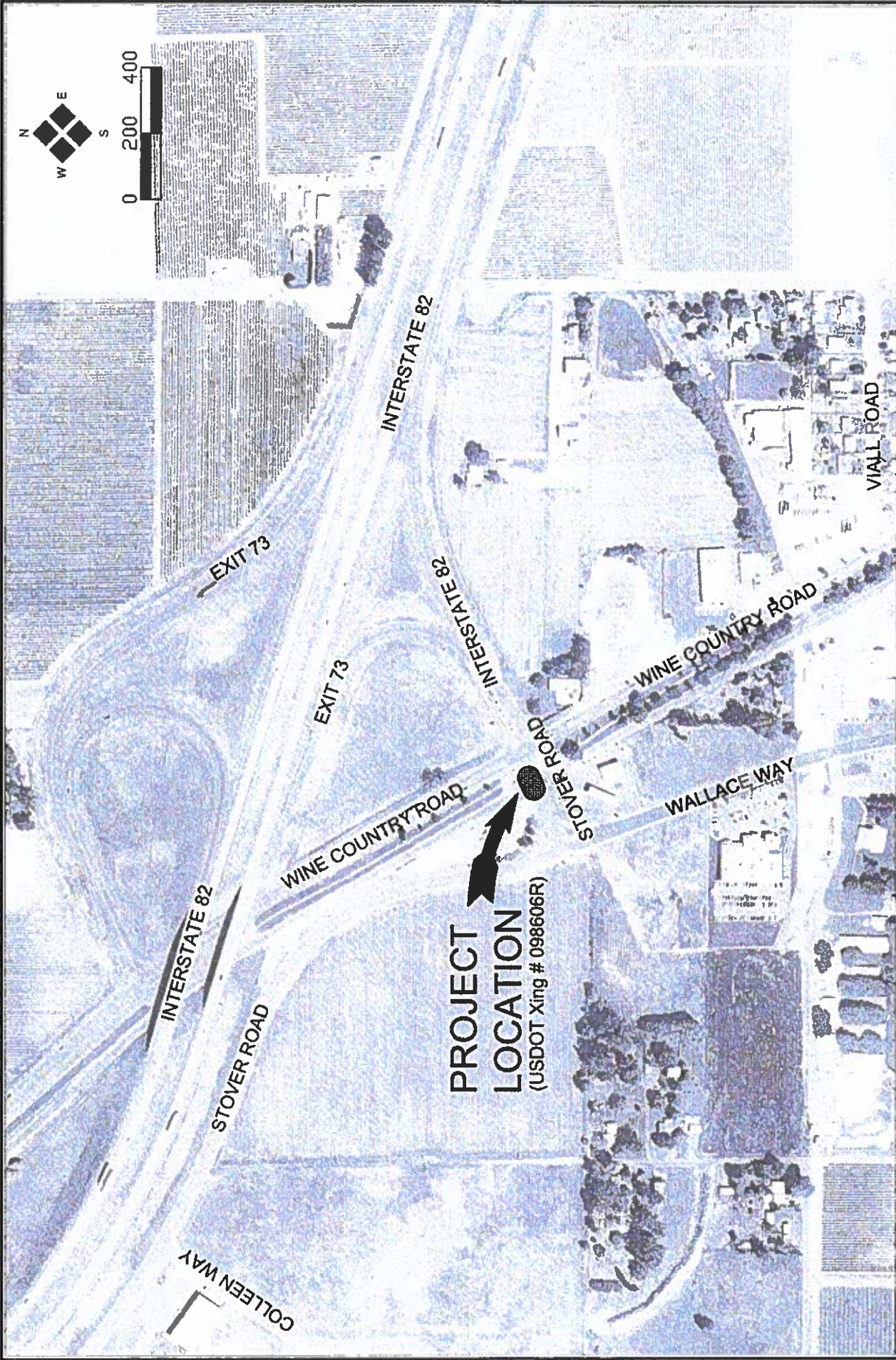
Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Grandview

Date

By _____ Mayor/Chairperson



**PROJECT
LOCATION**
(USDOT Xing # 098606R)

CITY OF GRANDVIEW
STOVER ROAD RAILROAD
CROSSING EQUIPMENT
VICINITY MAP

2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlactvil.com



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;

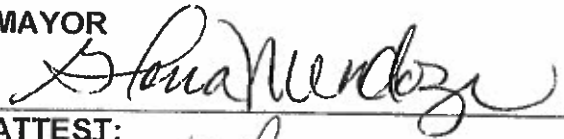
WHEREAS, the accomplishment of the project is a benefit to the regional transportation system,

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

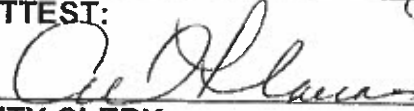
The Mayor is hereby authorized to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects in the form as is attached hereto and incorporated herein by reference.

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**

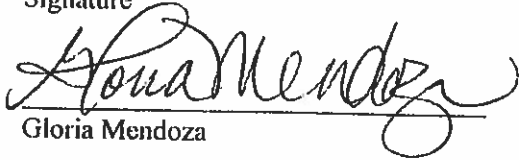
The work is of a continuing nature and will be in force as of the date of this AGREEMENT. The COUNTY may terminate this AGREEMENT at any time upon not less than sixty (60) days written notice to the CITY with or without cause. The CITY may terminate this AGREEMENT or Task Assignment at any time, as provided 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



**Washington State
Department of Transportation**

Local Agency Agreement

Agency City of Grandview

Address 207 W. Second Street
Grandview, WA 98930

CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No.

Agreement No.

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Stover Road Railroad Crossing Improvements

Length 0.04 miles

Termini Wallace Way to Wine Country Road

Description of Work

Replace outdated railroad crossing equipment, railroad crossing surfacing, and pedestrian crossing and resurface roadway.

Project Agreement End Date 12/31/2026

Proposed Advertisement Date May 4, 2024

Claiming Indirect Cost Rate

Yes No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
100 % a. Agency			
b. Other Consultant	151,400.00	0.00	151,400.00
Federal Aid	2,000.00	0.00	2,000.00
Participation	3,000.00	0.00	3,000.00
Ratio for PE	156,400.00	0.00	156,400.00
c. Other CA			
d. State Services			
e. Total PE Cost Estimate (a+b+c+d)			
Right of Way			
f. Agency			
g. Other			
Federal Aid			
Participation			
Ratio for RW	0.00	0.00	0.00
h. Other			
i. State Services			
j. Total RW Cost Estimate ((f+g+h+i)			
Construction			
k. Contract			
l. Other			
m. Other			
Federal Aid			
Participation			
Ratio for CN	0.00	0.00	0.00
n. Other			
o. Agency			
p. State Services			
q. Total CN Cost Estimate (k+l+m+n+o+p)			
r. Total Project Cost Estimate (e+l+q)	156,400.00	0.00	156,400.00

Agency Official

By

Title Mayor

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

Washington State S. T. I. P.

2023 to 2026

(Project Funds to Nearest Dollar)

May 23, 2023

MPO/RTPO: YVCOG Y Inside N Outside

County: Yakima

Agency: Grandview

Func Cts	Project Number	PIN	STIP ID	Imp Type	Total Project Length	Environmental Type	RW Required	Begin Termini	End Termini	Total Est. Cost of Project	STIP Amend. No.
05			WA-14259	22	0.040	CE	No	Wallace Way	Wine Country Road	1,087,000	23-04

Stover Road Railroad Crossing Improvements

Replace outdated railroad crossing equipment, railroad crossing surfacing, and pedestrian crossing and resurface roadway.

Funding

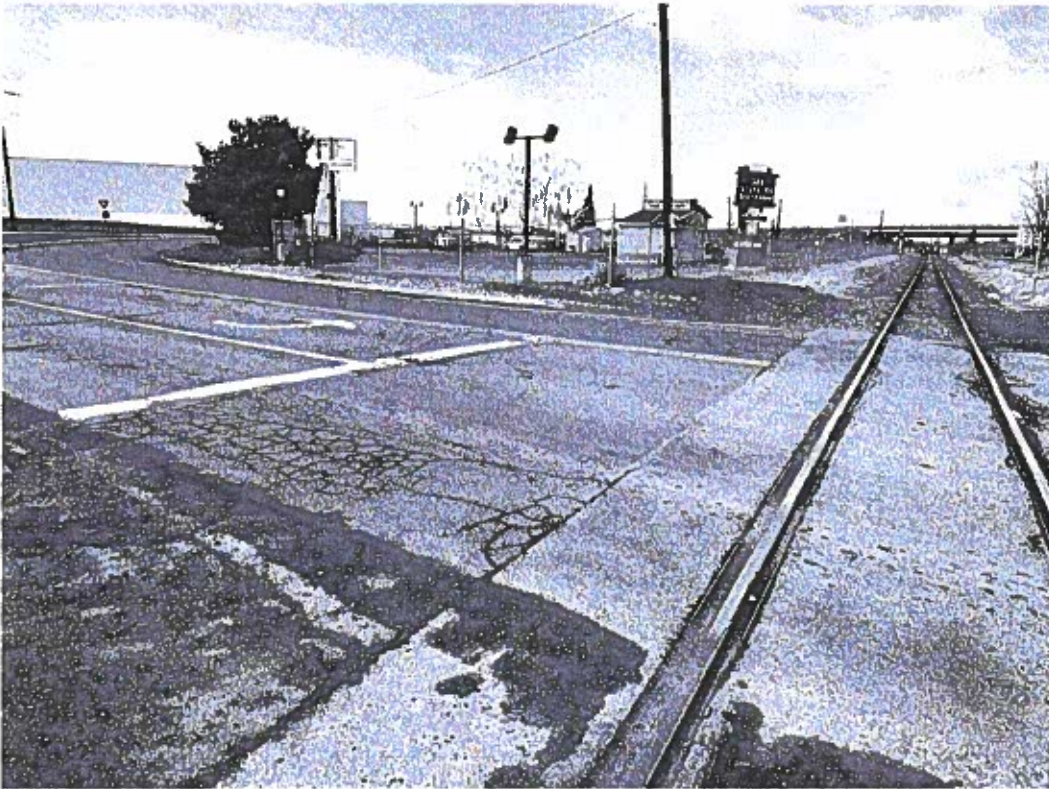
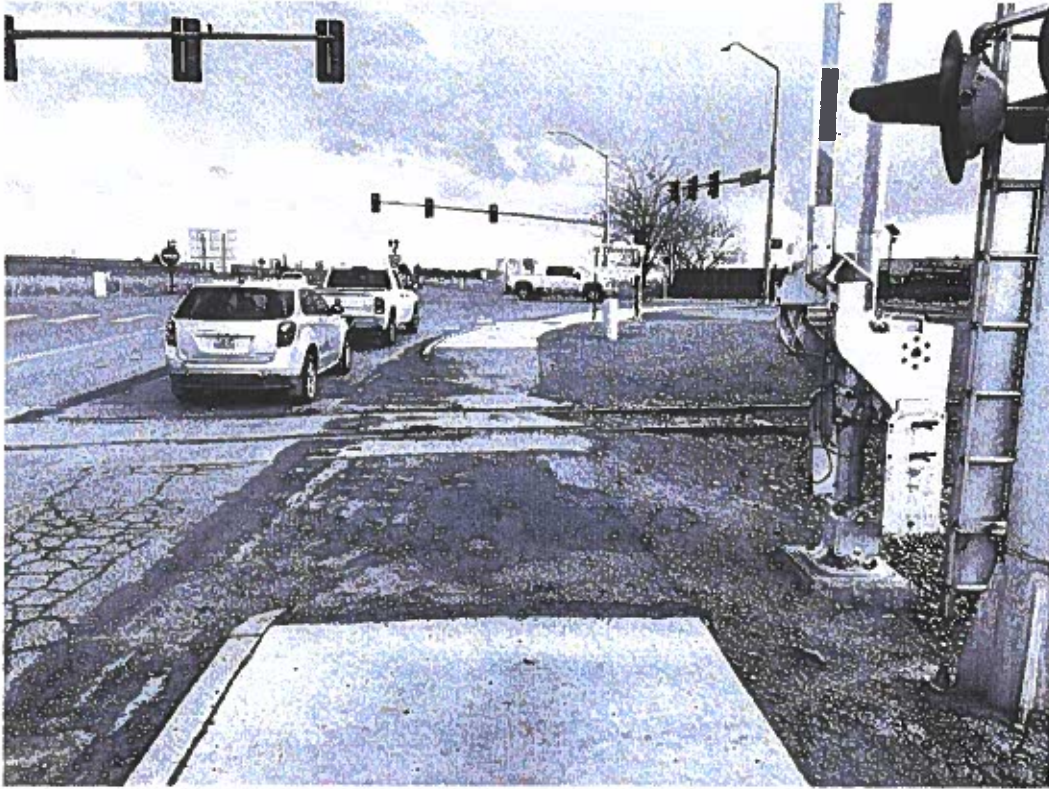
Phase	Start Date	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total
PE	2023	HSIP	156,400		0	0	156,400
CN	2024	HSIP	930,600		0	0	930,600
Project Totals			1,087,000		0	0	1,087,000

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	156,400	0	0	0	0
CN	0	930,600	0	0	0
Totals	156,400	930,600	0	0	0

Design Element	Design Level	Meets AASHTO? If "Yes" move down to next Design Element	If "No"	Upgraded to AASHTO? If "Yes" move down to next Design Element	If "No"	Is a Deviation or Design Exception Required? If "No" Document to File	If "Yes"	HQ Local Programs Deviation Approval Date	Local Agency Design Exception Approval Date
Roadways									
Horizontal Alignment	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Vertical Alignment	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Lane Width	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Shoulder Width	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Lane & Shoulder Taper	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Ped. Facility	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Cross Slope Lane	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Cross Slope Shoulder	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Fill/Ditch Slopes	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Safety Improvements	2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Shared Bike/Ped.	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Turn Radii	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Sight Distance	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
I/S Angle	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Std Run	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Cross Roads									
Horizontal Alignment	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Vertical Alignment	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Lane Width	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Shoulder Width	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Fill/Ditch Slopes	AE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Safety Improvements	2	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Shared Bike/Ped. Facility	1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Bridges - N/A									
Lane Width	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Shoulder Width	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Vertical Clearance	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Structural Capacity	AE	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→		
Bridge Rail	1	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes <input type="checkbox"/> No	→	<input type="checkbox"/> Yes	→		N/A
Design Levels* <input type="checkbox"/> Blank Cell D Design Level D A Design Level A AE Agency Evaluate to Design Level A See Matrix Definitions for requirements.				(1) When provided, must meet current standards. (2) Items 1 and 2 under Safety Improvements Definitions are required and all others are AE.					

3R Project Checklist
Page 1 of 1





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

ITEM TITLE Resolution authorizing the Mayor to sign an Interagency Agreement between the City of Grandview and Washington Department of Fish and Wildlife for the East Game Pond Pipeline Replacement	AGENDA NO.: New Business 4 (F) AGENDA DATE: June 13, 2023
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

 Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR **MAYOR**




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

The existing irrigation pipeline serving the East Game Ponds at the City's Wastewater Treatment Plant (WWTP) was severely damaged in a wildfire and needs to be replaced. The City received authorization from their insurance provider for \$750,000 to complete the repairs. Additional funding up to \$300,000 is also anticipated to be provided by the Washington Department of Fish and Wildlife (WDFW) to support the pipeline replacement project through pre-purchase of materials and/or reimbursement of engineering costs.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the city budget, personnel resources, and/or residents.

Attached is the Interagency Agreement between the City and Washington State Department of Fish and Wildlife for the \$300,000 additional funding.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign an Interagency Agreement between the City of Grandview and Washington Department of Fish and Wildlife for the East Game Pond Pipeline Replacement to a regular Council meeting for consideration.

RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN INTERAGENCY AGREEMENT BETWEEN
THE CITY OF GRANDVIEW AND WASHINGTON STATE DEPARTMENT OF FISH
AND WILDLIFE FOR THE EAST GAME POND PIPELINE REPLACEMENT**

WHEREAS, the City of Grandview is in the process of replacing the distribution pipeline, damaged by a wildfire in 2022, used to supplement the East Game Ponds located southeast of the City of Grandview's Wastewater Treatment Plant with treated wastewater; and,

WHEREAS, the Washington State Department of Fish and Wildlife desires to use available state funds to upgrade the pipeline materials from HDPE, which is susceptible to fire, to a piping material that can withstand a fire if a similar event were to occur again, increasing the resiliency of the water distribution system to the East Game Ponds; and,

WHEREAS, the City's insurance will only cover the cost of the materials in-kind and not the additional costs associated with upgrading the pipeline to be more resilient than the piping materials originally used for the distribution 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 Interagency Agreement between the City of Grandview and Washington State Department of Fish and Wildlife in the form attached hereto and incorporated herein by reference.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERAGENCY AGREEMENT
BETWEEN
THE CITY OF GRANDVIEW
AND
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
AGREEMENT NO. _____**

This agreement is made and entered into by and between the City of Grandview hereinafter referred to as the CITY and the Washington Department of Fish and Wildlife, hereinafter referred to as WDFW, on 6/23, 2023,

WHEREAS,

The CITY is in the process of replacing the distribution pipeline, damaged by a wildfire in 2022, used to supplement the East Game Ponds located southeast of the City of Grandview Wastewater Treatment Plant (WWTP) with treated wastewater, and;

WHEREAS,

WDFW desires to use available ^{state} ~~grant~~ funds to upgrade the pipeline materials from HDPE, which is susceptible to fire, to a piping material that can withstand a fire if a similar event were to occur again, increasing the resiliency of the water distribution system to the East Game Ponds, and;

WHEREAS,

The CITY's insurance will only cover the cost of the materials in-kind and not the additional costs associated with upgrading the pipeline to be more resilient than the piping materials originally used for the distribution system.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

WDFW shall bid and supply materials up to the funding limit of \$300,000 according to the scope of work set forth herein as the following location:

Replacement of East Game Pond irrigation pipeline from CITY's WWTP to WDFW wildlife area.

SCOPE OF WORK

WDFW shall perform the following work or provide the following services, for up to the maximum procurement costs as indicated below:

- Solicit and purchase piping material for the irrigation pipeline including pipe, fittings, valves, gaskets, and hardware that will be delivered to the CITY's WWTP for storage until installed by a construction contractor under contract by the city to install the replacement distribution pipeline to convey water from the WWTP to the East Game Ponds.

TIME LIMIT

This Agreement shall commence on the date signed by both parties and run until the completion of the services outlined in the project scope. The time limit may be extended by mutual, written agreement.

DUTIES

The CITY will develop a material list for WDFW to bid and purchase for delivery to the WWTP site.

PAYMENT

WDFW will use ~~grant~~ ^{state} funds available to them, up to \$300,000, to pay for the supply and delivery of materials to the CITY to be used for the replacement of the distribution pipeline from the WWTP to the East Game Ponds as included on the procurement list developed by the CITY for the project.

DOCUMENTATION

The CITY will provide to WDFW an itemized list of piping materials to be purchased and delivered to the Grandview WWTP for use in the East Game Pond irrigation supply pipeline replacement. The itemized list will be provided to WDFW by March 24, 2023.

WDFW will provide the CITY a Bill of Materials from supplier of the materials ordered to be delivered to the Grandview WWTP. If the items on the list of materials provided by the CITY to WDFW exceeds the maximum payment limit, an itemized list of the materials not purchased to keep the total cost from exceeding \$300,000 will be turned over to the CITY for purchase by the contractor performing the installation of the to the replacement pipeline.

AMENDMENT

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

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

INDEMNIFICATION

Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure of violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

PROJECT MANGEMENT

The project representative for each other parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

PROJECT REPRESENTATIVE

Organization	CITY	WDFW
Representative	Cus Arteaga	Jeff Hugdahl
Title	Public Works Director/ City Administrator	Contracts Manager
Address	207 West Second Street Grandview, WA 98930	PO Box 43135 Olympia WA 98504-3135
Phone	(509) 882-9213	(360) 902-2230
E-Mail	carteaga@grandview.wa.us	jeffrey.hugdahl@dfw.wa.gov


The CITY and WDFW have executed this Agreement as of the dates below:

City of Grandview	Washington Department of Fish and Wildlife
<p>Gloria Mendoza, Mayor</p> <hr/> <p>Name</p> <p style="text-align: right;">6/13/23</p> <hr/> <p>Signature Date</p>	<p>Jeff Hugdahl</p> <hr/> <p>Name</p> <p>Hugdahl, Jeffrey <small>Digitally signed by Hugdahl, Jeffrey R (DFW) Date: 2023.05.31 13:48:11 -0700'</small> 5/31/23</p> <hr/> <p>Signature Date</p>
<hr/> <p>Name</p> <hr/> <p>Signature Date</p>	<hr/> <p>Name</p> <hr/> <p>Signature Date</p>
<hr/> <p>Name</p> <hr/> <p>Signature Date</p>	<hr/> <p>Name</p> <hr/> <p>Signature Date</p>
<hr/> <p>Name</p> <hr/> <p>Signature Date</p>	<hr/> <p>Name</p> <hr/> <p>Signature Date</p>

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

<p>ITEM TITLE</p> <p>Resolution authorizing the Police Chief to sign the Managed Information Technology Support Agreement between Certinet Systems and the Grandview Police Department</p>	<p>AGENDA NO.: New Business 4 (G)</p> <p>AGENDA DATE: June 13, 2023</p>
<p>DEPARTMENT</p> <p>Police Department</p>	<p>FUNDING CERTIFICATION (City Treasurer) (If applicable)</p>

DEPARTMENT DIRECTOR REVIEW

Kal Fuller, Police Chief 

CITY ADMINISTRATOR  **MAYOR** 

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

For over 12 years, the Grandview Police Department (GPD) has contracted with Benton Rural Electrical Association (Benton REA) for Information Technology (IT) services. Benton REA has discontinued providing that service and will not support GPD after June of 2023.

GPD contacted several companies to attempt to find a provider that meets their criminal justice needs. After review, it was determined that Certinet Systems based in Yakima, Washington, would best meet the GPD's IT needs.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Certinet Systems have provided a quote for managed IT support for GPD. An agreement was drawn up and reviewed by the City Attorney. The contract represents an increase for IT services of approximately \$4,800 for 2023, however, there are funds in the current budget to cover the increase.

ACTION PROPOSED

Move a resolution authorizing the Police Chief to sign the Managed Information Technology Support Agreement between Certinet Systems and the Grandview Police Department to a regular Council meeting for consideration.

RESOLUTION NO. 2023-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE POLICE CHIEF TO SIGN THE MANAGED INFORMATION
TECHNOLOGY SUPPORT AGREEMENT BETWEEN CERTINET SYSTEM AND THE
GRANDVIEW POLICE DEPARTMENT**

WHEREAS, the Grandview Police Department desires to enter into a Managed Information Technology Support Agreement with Certinet Systems; and

WHEREAS, the parties have agreed upon the terms set forth in the Managed Information Technology Support Agreement,

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 Managed Information Technology Support Agreement between Certinet Systems and the Grandview Police Department 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 _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MANAGED INFORMATION TECHNOLOGY SUPPORT AGREEMENT

1. Introduction

1. This Agreement is made effective as of _____, 2023, by and between Certinet Systems, whose primary place of business is 290 Doescher Dr Yakima, WA 98908 and GRANDVIEW POLICE DEPARTMENT, whose principle place of business is located at 201 W 2nd St, Grandview, WA 98930, hereinafter referred to as ("Customer").
2. WHEREAS Certinet Systems is a provider of Information Technology Services;
3. WHEREAS Customer desires to contract with Certinet Systems for the Information Technology Services.
4. The Parties agree to the following terms and conditions to the Managed Network Support Agreement ("Agreement").

2. Period of Service and Automatic Renewal

1. This Agreement shall be effective as of the date of this Agreement. The term of this Agreement is 12 months followed by month to month at pricing consistent with rates established in Schedule A.
2. This Agreement shall renew at the end of each month after a twelve (12) month period unless Certinet Systems or the Customer terminates the Agreement in accordance with the conditions set forth in this Agreement in Section 7.

3. Indemnification and Warranties

1. Each Party agrees to indemnify, defend, and hold harmless the other Party and its Affiliates, and their directors, officers, employees, agents, successors, shareholders, partners, subsidiaries, parent company, and permitted assigns (collectively the "Indemnified Parties") from and against any and all liabilities, damages, penalties, settlements, judgements, orders, losses, costs, charges, deficiencies, actions, interest, awards, penalties, fines, costs, attorney's fees, and all other expenses (collectively "Losses") and shall, further, defend the Indemnified Parties from any and all claims, actions, suits, prosecutions, and all other legal and / or equitable proceedings resulting from or arising out of any allegation regarding:
 1. Any negligent, willful, reckless, or wrongful act or omission of the Indemnifying Party, its employees, representatives, contractors or agents.
 2. The failure by the Indemnifying Party to comply with applicable Laws in connection with the exercise of any of its rights or the performance of any of its obligations hereunder.
 3. Any breach of, or inaccuracy in, any representation and/or warranty made by the Indemnifying Party herein including without limitation, claims for personal injury, bodily injury, death of any person or damage to real or tangible personal property or other demands.
 4. Any failure to perform by the Indemnifying Party, or any defect in said party's performance of, its obligations and duties pursuant to this Agreement.
 5. Any alleged violations by the Indemnifying Party of any law, statute, regulation or ordinance.
2. Warranties are provided directly by their respective manufacturers. Certinet Systems assumes no risk for any defective items but will make reasonable efforts to assist Customer in obtaining repair or replacement under manufacturer's warranty.
3. All hardware and software sales are final. Certinet Systems does not offer a return policy. However, Certinet Systems will use its best efforts with the vendors to return hardware and software purchases. If Vendor allows said return, Customer will receive a refund to the extent allowed by Vendor.

4. Schedules and Payment

1. Schedule A of this Agreement sets forth the scope of work for monthly contract amount.
2. Schedule B of this Agreement sets forth the scope of Services Provided.
3. Schedule C of this Agreement sets forth the scope of the Onboarding Process and Initial Setup.
4. Schedule D of this Agreement sets forth the items to be reviewed, agreed upon, and amended to the Agreement once defined within 45 days of Agreement date.
5. Payment terms are: Net 15 for monthly services billed in advance and Net 30 for Special Projects. Rate changes for monthly and Special Projects may only occur with a 60-day written

notice. Certinet does reserve the right to increase the monthly contract at renewal date by no more than 5% to adjust for inflation.

6. Applicable taxes, shipping and freight charges are the responsibility of Customer.

5. Onboarding and Initial Setup / Evaluation

1. Certinet Systems must conduct a Requirements and IT Environment and IT Assets gathering exercise with the Customer for the purpose of assessing and documenting the current state of the IT Environment and IT Assets and establishing a serviceability baseline standard and defined IT Environment. The approach, timeframes, and costs for implementation are also determined and agreed at this stage.

2. Said assessments shall be included as part of the Onboarding Process and Initial Setup outlined in Schedule C.

3. All costs, including travel time and expenses, to bring the Customer's IT Environment and IT Assets up to Certinet Systems serviceability standards will be the responsibility of the Customer.

4. If at any time during the Onboarding Process and Initial Setup assessment, monthly costs are expected to increase beyond 10% of the stated monthly amounts in Schedule A, Certinet Systems will consult with Customer to determine if Customer is willing to continue with the Onboarding Process and Initial Setup.

5. If Customer declines to continue with the Onboarding Process and Initial Setup, Certinet Systems will work with Customer and Customer's Key Contact(s) to return Customer's IT Environment and IT Assets to the pre-Onboarding Process and pre-Initial Setup status within Sixty (60) days at the originally agreed upon monthly rate set forth in Schedule A.

6. Customer will designate a Key Contact(s) within the business so that Certinet Systems can receive necessary on-site support from the Customer and provide collaborative information to Customer. The support and collaborative information include, but is not limited to:

1. Approval for charges and / or out of scope product and services quoted.
2. Approval for emergency maintenance.
3. Approval for changes to IT Environment and IT Assets.
4. Reasonable "hands-on" cooperation with CERTINET SYSTEMS's service and support.
5. Receiving updates on extended outages or unresolved issues.
6. Scheduling for projects and support services.
7. Being informed of critical issues after hours and approving after hours service or deferring services until regular business hours.

7. Customer Key Contact(s) will also be involved in, but not limited to:

1. Oversight and decision-making processes and activities relative to the IT Environment and IT Assets
2. All items as set forth in Schedule C
3. All items as set forth in Section 5.6

8. Certinet Systems will monitor, access, and service Customer's IT Environment and IT Assets via a secure remote connection between Certinet Systems and Customer and encrypt all data and / or information.

6. Confidentiality and Non-Disclosure

Certinet Systems acknowledges that it will have access to information that is treated as confidential and by the Customer, including, without limitation, information that may be exempt under Washington's Public Records Act, Ch. 42.56 RCW (the "Confidential Information"). Any Confidential Information that Certinet Systems develops in connection with the Services, including but not limited to any Deliverables shall be subject to the terms and conditions of this Section. Certinet System agrees to treat all Confidential Information as strictly confidential.

2. Neither party is permitted, without the prior written consent of the supplying party, to disclose, permit to be disclosed, or communicate, in whole or in part, with any third party or their employees, agents, contractors, or consultants any Confidential Information or use any Confidential Information for

any purpose except for the purpose for which such Confidential Information was supplied or for the performance of this Agreement.

3. In order to fulfill Certinet Systems duties and responsibilities of maintaining network security and confidentiality, administrative passwords will be retained by Certinet Systems and Customer's Key Contact and not released to third parties without written consent from the Customer.

4. Certinet Systems shall notify the Customer immediately in the event it becomes aware of any loss or disclosure of any Confidential Information.

5. Confidential Information shall not include information that:

1. Is or becomes generally available to the public other than through Certinet Systems breach of this Agreement.

2. Is communicated to Certinet Systems by a third party that had no confidentiality obligations with respect to such information; or

3. Is required to be disclosed by law, including without limitation, pursuant to the terms of a court order; provided that Certinet Systems has given the Customer prior notice of such disclosure and an opportunity to contest such disclosure.

6. Certinet Systems agrees to sign the attached Exhibit 1 (NOA) and obtain signed copies from all subcontractors and employees, including but not limited to, off site employees prior to access of Confidential Information.

7. Certinet Systems acknowledges that any breach or threatened breach of Clause 6 of this Agreement will result in harm to Customer and will take every reasonable action to ensure Confidential Information is protected. Certinet Systems is not liable for any loss or damages.

8. The operation of Clause 6 survives the expiry or earlier termination of this Agreement.

7. Termination of Agreement

1. This agreement may be terminated by the Customer or Certinet Systems with 60 days written notice. However, Certinet Systems will not refund any sums already paid but will continue with support until the current 60 days has expired. If termination is requested within the first 12 month contracted period, license and turnover fees may apply. These fees will not exceed \$10,000 regardless of cost and time required to perform a thorough transition.

2. Upon expiration or termination of this Agreement, by either party, for any reason, or at any other time upon the Customer's written request, Certinet Systems shall within 30 days after such expiration or termination, or written request:

1. Assist Customer in the orderly and timely termination of services and orderly and timely transfer of services to another designated provider at no additional cost, provided the regular monthly amount is paid as established in Schedule A;

2. Deliver to the Customer all Deliverables (whether complete or incomplete) and all hardware, software, tools, equipment or other materials provided for Certinet Systems use by the Customer;

3. Deliver to the Customer all documents and materials (and any copies), including, but not limited to, hard copies and digital format, containing, reflecting, incorporating or based on the Confidential Information;

4. Permanently erase all the Confidential Information from Certinet Systems computer systems; and

5. Permanently erase all the Confidential Information from any sub-contractor's, other individual's, and/or other Third Party's computer systems; and

6. Certify in writing to the Customer that Certinet Systems has complied with the requirements of this Section.

3. Certinet Systems acknowledges that all Customer data and Confidential Information is the sole property of Customer. If this Agreement is terminated, for any reason, all Customer data and Confidential Information will be returned to Customer in a usable format. Certinet Systems will also provide the Customer with a final set of reports on the Customer's IT Assets and IT Environment.

8. Modification of Agreement

1. This Agreement constitutes the entire agreement of the parties, supersedes any prior understandings relating to the subject matter hereof, and may be amended or supplemented only in a written agreement signed by the Certinet Systems and Customer.

2. No change, waiver, or modification of any of the provisions of this Agreement shall be in effect unless in writing and signed by the parties. No waiver by any party hereto of any term or condition of

this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

3. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

4. This Agreement contains the entire Agreement, Schedules, and Exhibits concerning the services which Certinet Systems will be performing and the compensation for such services and costs. Certinet Systems has made no representations or promises other than those expressly set forth in this Agreement.

9. Miscellaneous

1. Customer or Certinet Systems may not assign its rights under this Agreement without the prior written consent of either party. Both parties agree that consent shall not be unreasonably withheld.

2. Certinet systems shall have no right or license to use the Customer's trademarks, service marks, trade names, logos, symbols, copyrights, patents, or brand names without written permission.

3. Notices will be effective when received in writing by either party at address(s) set forth below.

4. During the term of the Agreement, Certinet Systems must ensure that every subcontractor has adequate levels of Commercial General Liability Insurance and Errors & Omissions Insurance and upon request from the Customer provide evidence of each insurance specified in this Clause.

10. Governing Law

1. This Agreement shall be governed and construed under the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule. The parties agree that this contract was entered into and was to be performed in the County of Yakima, State of Washington which the parties agree shall be the venue and exclusive forum in which to adjudicate any case or controversy arising from or relating to this agreement.

2. In the event of any dispute between the parties concerning the terms and provisions of this Agreement, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorney's fees.

11. Representations and Warranties

1. Certinet Systems hereby represents and warrants to Customer that:

1. It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and

2. The execution of this Agreement by its representatives whose signature is set forth at the end hereof has been duly authorized

2. Customer hereby represents and warrants to Certinet Systems that:

1. It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and

2. The execution of this Agreement by its representatives whose signature is set forth at the end hereof has been duly authorized

GRANDVIEW POLICE DEPARTMENT
201 W 2nd St
Grandview, WA 98930

Signed:

Title: Kal Fuller, Police Chief

Date: _

Certinet Systems, LLLP 290
Doescher Dr
Yakima, WA 98908

Signed:

Title: . . .

Date: .

Schedule A

Customer Business Name: GRANDVIEW POLICE DEPARTMENT		
Billing Contact: Erica Saenz	Phone: (509) 882-2000	Email: erica.saenz@grandviewpd.us
Primary Support/ Key Contact: Seth Bailey	Phone: (509) 882-2000	Email: seth.bailey@grandviewpd.us
Street Address : 201 W 2 nd St	City, State: Grandview, WA	
	Zip: 98930	

Schedule A

Contractual obligations

- Standard Help Desk Support Hours are 8am-5pm PST Monday-Friday with afterhours and weekend support available. Certinet will not charge for after-hours support.
- Customer agrees to purchase Certinets security suit as a replacement end point protection software. This is billed at \$10/device/month. This includes end point protection for PC's and Servers as well as RMM software for patch management.
- The contract covers devices and equipment within as well as assisting with 3rd party IT contracts and companies.
- Any installation of any technology not currently in use by the Customer will be considered a Special Project (see below). Prior to commencement of work on the Special Project, Certinet Systems will determine if the newly installed technology increases the Monthly Fees. Certinet Systems will not start any Special Projects without prior approval.
- Special Projects and/or implementations of technologies not currently in use by the Customer will be billed time and materials at \$150.00/hour.
- Optional scheduled On-Site rotation will be provided. We will be onsite one (1) day every other week as requested by customer.
- Once Certinet Systems receives new hardware for replacement or warranty, Certinet Systems will turn it around and ready it for deployment within a reasonable timeframe as agreed upon per project. Customer may, at its discretion, drop ship new hardware to Certinet Systems for set up and deployment.
- In addition to these items, all items in schedule B will be included.

Payment terms are as follows:

Approval	Totals	
By: GRANDVIEW POLICE DEPARTMENT (Signature)	Date:	Monthly Fee \$2,000.00
		Deposit
By: Certinet Systems LLLP (Signature)	Date:	Start Date
		End Date

Schedule B Services Provided

1. CERTINET SYSTEMS will provide technical support for all Server's and VM's covered by the Agreement.
2. CERTINET SYSTEMS will provide technical/end user support for all desktop and laptop computers covered under this agreement.
3. CERTINET SYSTEMS will manage account setup/support.
4. CERTINET SYSTEMS will install and update Anti-virus and Malware protection for all servers, computers, and laptops covered under the agreement.
5. CERTINET SYSTEMS shall use its best efforts to recover from a virus infection not detected and quarantined by the latest antivirus definitions, provided that those systems are protected with a currently licensed, vendor-supported, Antivirus solution.
6. CERTINET SYSTEMS will monitor backups of Server(s) covered under the agreement.
7. CERTINET SYSTEMS will schedule Microsoft updates for all desktop and laptop computers covered under the agreement.
8. CERTINET SYSTEMS will be the liaison between the Customer and your ISP to correct any internet connection outages.
9. CERTINET SYSTEMS will perform routine maintenance (Includes: Windows updates, virus and malware scanning and removal, etc...) on all machines where applicable.
10. The agreement will be maintained but may be cancelled by either party with a minimum 60 day written notice. Licensing fees may be applicable upon cancellation.
11. Standard Help Desk Support Hours are 8am-5pm PST Monday-Friday. GRANDVIEW POLICE DEPARTMENT will have evening and weekend support with this agreement.
12. Any installation of any technology not currently deployed within the enterprise will be considered a Special Project. These Projects will be subject to written approval by the Customer. Current hardware/software is fully supported under the monthly fee.
13. Special Projects and/or implementations of technologies not currently deployed will be billed at \$150.00/hour.
14. CERTINET SYSTEMS will not start any Special Projects without prior approval (no surprise billings)
15. Should adjustments or modifications be required that increase the monthly fees paid for the services rendered under this Agreement, these increases will not exceed 10% of the value of the existing monthly fees due under this Agreement in Schedule A.
16. CERTINET SYSTEMS will monitor and verify that all software licenses are current and up to date.

Schedule C

Onboarding Process and Initial Setup

1. Assessment and documentation of the Customer's business, needs, pain points, and technology.
2. Verify that the monthly fees quoted in Schedule A will be adequate to provide necessary support and service to Customer's IT Environment and IT Assets.
3. Keep an up-to-date copy of configuration, data files, changes, or other relevant information for all items and provide a copy to Customer when requested.
4. CERTINET SYSTEMS will provide Customer and Customer's Key Contact(s) access to any documentation requested.
 - 1 CERTINET SYSTEMS will log all information required to adequately document any service, support request, maintenance, changes, and communications.
 - 2 CERTINET SYSTEMS will log and provide access to all Assessments Performed.
 - 3 CERTINET SYSTEMS will provide recommendations on information contained in the report(s) and documentation.
5. CERTINET SYSTEMS will not initiate any changes to IT environment or IT Assets without written approval from the Customer and/ or Customer's Key Contact(s).
6. Maintenance windows, key contacts, reporting requirements, and communication requirements are established between the Customer and CERTINET SYSTEMS.
7. Deployment of the CERTINET SYSTEMS's remote monitoring and management technology to the Customer's IT Assets (Workstations and Servers).
8. Documentation for onboarding process is provided to the Customer.
9. CERTINET SYSTEMS's team is brought up to speed on the Customer's environment and business.
10. The Customer's end-users are informed and educated on how to successfully interact with CERTINET SYSTEMS and service expectations are shared.
11. CERTINET SYSTEMS develops and proposes a project plan to bring the Customer up to CERTINET SYSTEMS's current serviceability requirements
12. CERTINET SYSTEMS begins to execute any and all approved proposals to elevate the Customer to meet the current serviceability requirements.
13. CERTINET SYSTEMS allotted 60 days from signature for transition time with previous MSP
14. Recurring reporting requirements are established.

Schedule D

Services to be Defined and Amended

1. Services to be defined and amended include, but are not limited to:
 - 1 CERTINET SYSTEMS and Customer will perform a baseline summary analysis of Customer's existing environment and determine adjustments, if any, necessary to meet CERTINET SYSTEMS's minimum requirements
 - 2 CERTINET SYSTEMS and Customer will determine VPN support, control, and access.
 - 3 CERTINET SYSTEMS and Customer will determine Customer specific Protocols for:
 - 4 CERTINET SYSTEMS and Customer will determine Asset Database:
 - 1 How it is maintained.
 - 2 How often it is reviewed.
 - 3 CERTINET SYSTEMS coordinates and/or handles all items added to network/system.
 - 5 CERTINET SYSTEMS and Customer will identify Customer specific Data Backup and Frequency requirements:
 - 1 Backup data storage services.
 - 2 Backup data monitoring.
 - 3 Backup data timeframes.
 - 6 CERTINET SYSTEMS and Customer will identify evaluation and report timelines.