

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, SEPTEMBER 26, 2023**



**PLEASE NOTE: The maximum occupancy of the Council Chambers is 49 individuals at one time. Access to exits must be kept clear to ensure everyone in the Chambers can safely exit in the event of an emergency.**

**This meeting will be held in person and will also be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.**

**REGULAR MEETING – 7:00 PM**

**PAGE**

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVE AGENDA**
- 4. PRESENTATIONS**
  - A. Retirement Award – Police Sergeant Lupe Martin
- 5. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. The public comment period is not an opportunity for dialogue with the Mayor and Councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.
- 6. CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
  - A. Minutes of the September 12, 2023 Committee-of-the-Whole meeting 1-12
  - B. Minutes of the September 12, 2023 Council meeting 13-18
  - C. Payroll Check Nos. 13516-13532 in the amount of \$103,927.51
  - D. Payroll Electronic Fund Transfers (EFT) Nos. 61143-61147 in the amount of \$119,339.98
  - E. Payroll Direct Deposit 09/01/23-09/15/23 in the amount \$160,914.90
  - F. Claim Check Nos. 127301-127399 in the amount of \$652,156.95
- 7. ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
  - A. Resolution No. 2023-61 authorizing the Mayor to sign the Interlocal Cooperative Agreement between Yakima County, City of Grandview, City of Moxee, City of Selah, City of Sunnyside, City of Toppenish, City of Union Gap, City of Wapato, City of Yakima and City of Zillah for the Yakima Valley Crisis Response Unit 19-33

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B. Ordinance No. 2023-16 amending the 2023 Annual Budget

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**8. UNFINISHED AND NEW BUSINESS**

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

**10. MAYOR & COUNCILMEMBER REPORTS**

**11. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, September 26, 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/87966005027?pwd=ZM6BY7QhI37xjPFeuRCBZUpDZY3Rjl.1>

Meeting ID: 879 6600 5027

Passcode: 954345

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE MEETING MINUTES  
SEPTEMBER 12, 2023**

**1. CALL TO ORDER**

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

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

**2. ROLL CALL**

Present in person: Mayor Mendoza and Councilmembers Steve Barrientes, David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: None

Staff present: City Administrator/Public Works Director Cus Arteaga, City Administrator Shane Fisher, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller, Assistant Police Chief Seth Bailey, Library Director Wendy Poteet and City Clerk Anita Palacios

**3. PUBLIC COMMENT**

Summer Heat 3on3 Basketball Tournament – Alicia Fajardo, Executive Director with Mainstreet Grandview distributed an Event Outcome Summary of the Summer Heat 3on3 Basketball Tournament that was held on August 19<sup>th</sup> and 20<sup>th</sup> in the downtown business core, a copy of which is attached hereto and incorporated herein as part of these minutes.

**4. NEW BUSINESS**

**A. ZiPLY Fiber – A New Fiber-Optic Network for Grandview, WA – Chris St. Germaine, Local Partnership Manager**

Chris St. Germaine, Local Partnership Manager with ZiPLY Fiber presented an overview of a new fiber-optic network for Grandview. She provided an overview of ZiPLY Fiber, benefits of fiber investment, build plan and timing, permitting process and creating partnerships for educating residents on what to expect during construction.

Discussion took place. For information only. No action was taken.

**B. Resolution authorizing the Mayor to sign the Interlocal Cooperative Agreement between Yakima County, City of Grandview, City of Moxee, City of Selah, City of Sunnyside, City of Toppenish, City of Union Gap, City of Wapato, City of Yakima and City of Zillah for the Yakima Valley Crisis Response Unit**

Police Chief Fuller explained that police agencies throughout the Yakima Valley have come together to create a regional Yakima Valley Crisis Response Unit made up of a Special Weapons

and Tactics (SWAT) group and a Crisis Negotiations Unit. Each agency in the valley would pay a proportional yearly amount to be a part of the team and have the team available for callout in their respective city. The Yakima Valley Crisis Response Unit board created an Interlocal Cooperative Agreement for all cities to sign. The proposed Interlocal Cooperative Agreement sets policy for the Yakima Valley Crisis Response Unit and has a yearly budget with provisions for accounts to purchase large capital items in the future. The Interlocal Cooperative Agreement was reviewed by the City Attorney.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign the Interlocal Cooperative Agreement between Yakima County, City of Grandview, City of Moxee, City of Selah, City of Sunnyside, City of Toppenish, City of Union Gap, City of Wapato, City of Yakima and City of Zillah for the Yakima Valley Crisis Response Unit to the September 26, 2023 regular meeting for consideration.**

Roll Call Vote:

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

**C. Resolution authorizing the Mayor to sign Change Order No. 1 with Culbert Construction, Inc., for the Wine Country Road Roundabout and Utility Improvements**

City Administrator Arteaga explained that the City contracted with Culbert Construction, Inc., as the contractor for the Wine Country Road Roundabout and Utility Improvements. Change Order No. 1 in the amount of \$16,500.00 with Culbert Construction, Inc., was to reconstruct the east entrance to Valley Wide Co-Op including demolition and disposal of HMA entrance to revise grades and eliminate existing ponding, regrading, contouring and compaction of entrance rock and HMA material replacement and compaction at entrance. The cost of this change order included all work associated with the reconstruction of this entrance including materials and labor. Valley Wide Co-Op would be reimbursing the City half the cost of the change order.

Discussion took place.

**On motion by Councilmember Diaz, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign Change Order No. 1 with Culbert Construction, Inc., for the Wine Country Road Roundabout and Utility Improvements to the September 12, 2023 regular meeting for consideration.**

Roll Call Vote:

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

**D. Resolution authorizing the Mayor to sign Change Order No. 2 with Culbert Construction, Inc., for the Wine Country Road Roundabout and Utility Improvements**

Present: City Engineer Stephen Hazzard with HLA Engineer and Surveying, Inc.

City Administrator Arteaga explained that the City contracted with Culbert Construction, Inc., as the contractor for the Wine Country Road Roundabout and Utility Improvements. Change Order No. 2 in the amount of \$459,588.86 with Culbert Construction, Inc., was to provide landscaping treatment to the center island of the roundabout.

City Engineer Hazzard presented a construction update on the Wine Country Road Roundabout, a conceptual rendering of the center island treatment, projected completion schedule and the following budget update:

<u>From August Council Meeting Update</u>	
Change Order No. 2 estimate	\$437,000
Construction and right-of-way savings (projected in August)	<u>(\$187,000)</u>
Previous projected funding shortfall	\$250,000
<u>Current Budget Update</u>	
Partially signed Change Order No. 2	\$460,000
Additional TIB contribution	(\$130,000)
Construction and right-of-way savings (projected in September)	<u>(\$171,000)</u>
Funding shortfall	\$159,000

City Administrator Arteaga indicated that the \$159,000 funding shortfall would be allocated from the Capital Improvement Fund.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Barrientes, the C.O.W. moved a resolution authorizing the Mayor to sign Change Order No. 2 with Culbert Construction, Inc., for the Wine Country Road Roundabout and Utility Improvements to the September 12, 2023 regular meeting for consideration.**

Roll Call Vote:

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

**E. Resolution accepting the bid for the Old Inland Empire Highway Improvements and authorizing the Mayor to sign all contract documents with Culbert Construction, Inc.**

City Administrator Arteaga explained that bids for the Old Inland Empire Highway Improvements were opened on August 31, 2023. A total of seven (7) bids were received with Culbert Construction, Inc., of Pasco, Washington, submitting the low bid in the amount of \$3,587,608.43.

Discussion took place.

**On motion by Councilmember Diaz, second by Councilmember Souders, the C.O.W. moved a resolution accepting the bid for the Old Inland Empire Highway Improvements and authorizing the Mayor to sign all contract documents with Culbert Construction, Inc., to the September 12, 2023 regular meeting for consideration.**

Roll Call Vote:

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

**F. Resolution approving Task Order No. 2023-08 with HLA Engineering and Land Surveying, Inc., for the Old Inland Empire Highway (Welch) Sanitary Sewer Improvements**

City Administrator Arteaga explained that Task Order No. 2023-08 with HLA Engineering and Land Surveying, Inc., was to provide professional engineering and land surveying services for the Old Inland Empire Highway (Welch) Sanitary Sewer Improvements with an estimated fee for services in the amount of \$243,200.00.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution approving Task Order No. 2023-08 with HLA Engineering and Land Surveying, Inc., for the Old Inland Empire Highway (Welch) Sanitary Sewer Improvements to the September 12, 2023 regular meeting for consideration.**

Roll Call Vote:

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

**G. Resolution authorizing application submittal to the Washington State Recreation and Conservation Office Local Parks Maintenance Program Funding Program Assistance for the Dykstra Park Restroom Restoration**

City Administrator Arteaga explained that at the August 22, 2023 Council meeting, staff advised of a potential funding opportunity through the Washington State Recreation and Conservation Office (RCO) Local Parks Maintenance Program for deferred parks maintenance. Staff prepared an application to the RCO Local Parks Maintenance Program for the restoration of the Dykstra Park restroom located at the north end of the park south of West Fifth Street. Staff must have the Council's support for submitting the application by approving a resolution for the restroom restoration. The maximum amount that could be applied for was \$100,000. Staff estimated the cost of the construction to be approximately \$78,000 and \$15,000 for engineering for a total of \$94,000. This funding does not require a local match from the City.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a resolution authorizing application submittal to the Washington State Recreation and Conservation Office Local Parks Maintenance Program Funding Program Assistance for the Dykstra Park Restroom Restoration to the September 12, 2023 regular meeting for consideration.**

Roll Call Vote:

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

**5. RECESS & RECONVENE OF C.O.W. MEETING**

**On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. recessed the Committee-of-the-Whole meeting at 7:00 p.m., to reconvene following the regular Council meeting.**



**On motion by Councilmember Moore, second by Councilmember Rodriguez, Council reconvened the Committee-of-the-Whole meeting to discuss the following items at 7:30 p.m.**

**H. Ordinance amending the 2023 Annual Budget**

City Treasurer Cordray explained that staff monitoring and review of fund and department budgets identified numerous budget accounts to be amended. An ordinance was prepared to provide for the amending of the 2023 Annual Budget to accommodate the changes in sources and uses. By Fund the highlights of the budget changes were:

- **Current Expense Fund:** Increased revenues for Local Sales Tax and Utility Tax - Electricity. Increased appropriations for Tourism, City Administrator cash out, City Hall Repairs, Police Sergeant cash out and Jail Professional Services. Net effect was an increase in estimated ending fund balance.
- **Street Fund:** Increased revenues for Local Sales Tax, STP Grant – Stover Railroad Crossing and TIB Grant – McCreddie Rd Roundabout. Increased appropriations for McCreddie Rd Roundabout and Stover Railroad Crossing Improvements. Net effect was an increase in estimated ending fund balance.
- **Cemetery Fund:** Increased revenues for Local Sales Tax. Net effect was an increase in estimated ending fund balance.
- **Capital Improvements Fund:** Increased appropriations for McCreddie Rd Roundabout. Net effect was a decrease in estimated ending fund balance.
- **OIE (Welch's) & 5<sup>th</sup> Sewer Improvement Fund:** Increased revenues for Yakima County SIED Grant/Loan and Welch's contribution. Increased appropriations for Sewer Improvements. Net effect was no change in estimated ending fund balance.
- **Water Fund:** Increased revenues for Yakima County ARPA funds and DWSRF Loan – New Well. Increased appropriations for E. Adams/Bonnieview Water Main. Net effect was an increase in estimated ending fund balance.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved an Ordinance amending the 2023 Annual Budget to the September 26, 2023 regular meeting for consideration.**

Roll Call Vote:

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

**6. OTHER BUSINESS – None**

**7. ADJOURNMENT**

**On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. meeting adjourned at 8:40 p.m.**

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

# EVENT OUTCOME SUMMARY

## Summer Heat 30n3 Basketball Tournament



Saturday, August 19th & Sunday, August 20th 2023  
8am - 4pm

Grandview Summer Heat 3on3 Basketball Tournament. Community event in downtown Grandview on Saturday, August 19th and Sunday, August 20th, 2023 including 11 food and informational vendors, small business specials to attract sales to downtown business, music, and basketball games. Event took place from 8am to 4pm located at 100 and 200 block of Division, blocks of 100 W. 2nd Street & 120 E. 2nd St., Grandview WA 98930.

A volunteer tallied the amount visitors entering into downtown Grandview, we had an estimated 3,000 people in attendance both days August 19th and 20th in combination with downtown businesses in Grandview. 110 Teams with 440 players registered for the tournament from the Yakima County, Benton County, Adams County and Whitman County area visited us for the Grandview Summer Heat 3on3 Basketball Tournament. Each player received a player shirt and swag bag that included small business cards with discounts, gifts donated from local small businesses and Mainstreet business stickers. The following took the opportunity to advertise their businesses by adding a gift or business card in swag bags; Horace Mann Insurance, Steam and Cream, Twinn Esthetics, Life Options, Sunnyside Sun Newspaper and Bee Fused.

Local Businesses participated in offering specials to invite customers into their storefronts. Small businesses shared an increase in revenue, an increase in customer traffic flow and gained new customers as part of hosting the basketball tournament.

## Business Specials



### Molcajetes

- \$7 Margaritas - \$3 Off Nachos - \$3 Off Enchiladas

### Carniceria y Taqueria Coalcoman

\$9.99 - 3 Tacos, Rice, and Beans

### Javi's Chicken and Churros

Free Churro with Meal (For Players) - \$2 street tacos  
players must be wearing shirt or show id

### Stir Crazy

Redbull or Lotus - \$5 - "Jump Shot"

### Casa Tequila

\$5 - Margaritas

Grandview Les Schwab sponsored the main player court and Rain Water sponsored water for all players and the community attending the event.

Throughout the event we posted live social media posts to invite community members to shop downtown. We also announced downtown small businesses specials, shared upcoming Mainstreet Events, highlighted local small businesses, vendors and their products and services.

We had 25 volunteers during the event. Community members from Prosser and Grandview. The Grandview Girls Basketball Booster Club assisted us as score keepers.

#### SMALL BUSINESSES OUTCOME:

- Engagement of Downtown Small Businesses to advertise specials and sponsorships.
- Herbs, Happy Watermelon, Casa Tequila Restaurant, Carniceria y Taqueria Coalcoman and Juice Mae shared an increase in sales with the basketball tournament event bringing more people into downtown. Also having new customers coming into their businesses.
- Positive feedback using a tourney machine.

#### Event Reflection:

1. Surrounding small businesses were eager to be a part of the 3on3 Basketball Tournament.
2. Invite the Police Department and Emergency Medical Team to have a booth for community presence.
3. Encourage small business owners to showcase their storefronts with signage and shaded seating areas.
4. Volunteers to assist with Friday set up, court design layout, Saturday check in booth and clean up during the day and after the event.
5. Two refs for championship games.
6. Veteran and Refs with Authority. Ensure all refs are aware of tournament rules.
7. Have a backup in case of emergency with the Grandview School District.
8. Partner with Grandview Chamber of Commerce.
9. Ensure we work with the City of Grandview for Handicap Parking.



*2nd Annual*  
**GRANDVIEW**  
*Summer*  
**HEAT**  
**3ON3 BASKETBALL TOURNAMENT**

**AUGUST 19-20, 2023**

**DOWNTOWN GRANDVIEW**

**REGISTER**

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ROUGHT TO YOU BY: **MAIN STREET GRANDVIEW** **TOURNEY MACHINE**





**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
SEPTEMBER 12, 2023**

**1. CALL TO ORDER**

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

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

Present in person: Mayor Mendoza and Councilmembers Steve Barrientes, David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: None

Staff present: City Administrator/Public Works Director Cus Arteaga, City Administrator Shane Fisher, City Attorney Quinn Plant, City Treasurer Matt Cordray, Library Director Wendy Poteet and City Clerk Anita Palacios

**2. PLEDGE OF ALLEGIANCE**

Mayor Mendoza led the pledge of allegiance.

**3. APPROVE AGENDA**

**On motion by Councilmember Moore, second by Councilmember Souders, Council approved the September 12, 2023 regular meeting agenda as presented.**

Roll Call Vote:

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

**4. PRESENTATIONS**

**A. Yakima County SIED Board Appointment – Councilmember Robert Ozuna**

Jonathan Smith, Executive Director of Yakima County Development Association announced that Councilmember Ozuna was appointed to the Yakima County SIED Board.

**5. PUBLIC COMMENT – None**



**6. CONSENT AGENDA**

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

- A. Minutes of the August 22, 2023 Committee-of-the-Whole meeting**
- B. Minutes of the August 22, 2023 Council meeting**
- C. Payroll Check Nos. 13480-13515 in the amount of \$33,435.24**
- D. Payroll Electronic Fund Transfers (EFT) Nos. 61131-61137 in the amount of \$113,666.88**
- E. Payroll Direct Deposit 08/16/23-08/31/23 in the amount \$152,238.99**
- F. Claim Check Nos. 127199-127300 in the amount of \$1,237,260.39**

Roll Call Vote:

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

**7. ACTIVE AGENDA**

- A. Resolution No. 2023-52 approving the City of Grandview Housing Action Plan**

This item was previously discussed at the August 22, 2023 C.O.W. meeting.

**On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Resolution No. 2023-52 approving the City of Grandview Housing Action Plan.**

Roll Call Vote:

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

- B. Resolution No. 2023-53 authorizing the Mayor to sign an Interlocal Agreement with the Yakima County District Court for Consolidated Probation Services**

This item was previously discussed at the August 22, 2023 C.O.W. meeting.

**On motion by Councilmember Diaz, second by Councilmember Ozuna, Council approved Resolution No. 2023-53 authorizing the Mayor to sign an Interlocal Agreement with the Yakima County District Court for Consolidated Probation Services.**

Roll Call Vote:

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

**C. Resolution No. 2023-54 accepting the Dykstra Park and Rocky Ford Road Resurfacing Project as complete**

This item was previously discussed at the August 22, 2023 C.O.W. meeting.

**On motion by Councilmember Rodriguez, second by Councilmember Moore, Council approved Resolution No. 2023-54 accepting the Dykstra Park and Rocky Ford Road Resurfacing Project as complete.**

Roll Call Vote:

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

**D. Resolution No. 2023-55 approving Amendment No. 1 to Task Order No. 2023-07 with HLA Engineering and Land Surveying, Inc., for the Mike Bren Memorial Park Restrooms**

This item was previously discussed at the August 22, 2023 C.O.W. meeting.

**On motion by Councilmember Souders, second by Councilmember Diaz, Council approved Resolution No. 2023-55 approving Amendment No. 1 to Task Order No. 2023-07 with HLA Engineering and Land Surveying, Inc., for the Mike Bren Memorial Park Restrooms.**

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes

- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**E. Resolution No. 2023-56 authorizing the Mayor to sign Change Order No. 1 with Culbert Construction, Inc., for the Wine Country Road Roundabout and Utility Improvements**

This item was previously discussed at the September 12, 2023 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Resolution No. 2023-56 authorizing the Mayor to sign Change Order No. 1 with Culbert Construction, Inc., for the Wine Country Road Roundabout and Utility Improvements.**

Roll Call Vote:

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

**F. Resolution No. 2023-57 authorizing the Mayor to sign Change Order No. 2 with Culbert Construction, Inc., for the Wine Country Road Roundabout and Utility Improvements**

This item was previously discussed at the September 12, 2023 C.O.W. meeting.

**On motion by Councilmember Ozuna, second by Councilmember Moore, Council approved Resolution No. 2023-57 authorizing the Mayor to sign Change Order No. 2 with Culbert Construction, Inc., for the Wine Country Road Roundabout and Utility Improvements.**

Roll Call Vote:

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

**G. Resolution No. 2023-58 accepting the bid for the Old Inland Empire Highway Improvements and authorizing the Mayor to sign all contract documents with Culbert Construction, Inc.**

This item was previously discussed at the September 12, 2023 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Souders, Council approved Resolution No. 2023-58 accepting the bid for the Old Inland Empire Highway Improvements and authorizing the Mayor to sign all contract documents with Culbert Construction, Inc.**

Roll Call Vote:

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

**H. Resolution No. 2023-59 approving Task Order No. 2023-08 with HLA Engineering and Land Surveying, Inc., for the Old Inland Empire Highway (Welch) Sanitary Sewer Improvements**

This item was previously discussed at the September 12, 2023 C.O.W. meeting.

**On motion by Councilmember Diaz, second by Councilmember Moore, Council approved Resolution No. 2023-59 approving Task Order No. 2023-08 with HLA Engineering and Land Surveying, Inc., for the Old Inland Empire Highway (Welch) Sanitary Sewer Improvements.**

Roll Call Vote:

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

**I. Resolution No. 2023-60 authorizing application submittal to the Washington State Recreation and Conservation Office Local Parks Maintenance Program Funding Program Assistance for the Dykstra Park Restroom Restoration**

This item was previously discussed at the September 12, 2023 C.O.W. meeting.

**On motion by Councilmember Barrientes, second by Councilmember Rodriguez, Council approved Resolution No. 2023-60 authorizing application submittal to the Washington State Recreation and Conservation Office Local Parks Maintenance Program Funding Program Assistance for the Dykstra Park Restroom Restoration.**

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes

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

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

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

2024 Preliminary Budget – City Treasurer Cordray distributed the 2024 Budget Preparation Calendar and Schedule.

Friends of the Library Book Sale – Library Director Poteet reported that the Friends of the Library book sale would be held on September 15<sup>th</sup> and 16<sup>th</sup> in the Program Room at the Library.

Summer Reading Program – Library Director Poteet reported that the end of Summer Reading Program celebration would be held on September 16<sup>th</sup> at the Library

10. **MAYOR & COUNCILMEMBER REPORTS**

Mayor's Message – Mayor Mendoza read the first Mayor's Message that was published in the Grandview Herald, City's Facebook page and City's website.

YVCOG General Membership Meeting – Councilmember Moore reported that the City of Grandview would be hosting the YVCOG General Membership meeting on September 20<sup>th</sup> at the Community Center.

Code Enforcement – Councilmember Souders thanked the Public Works Department for their code enforcement efforts.

Mainstreet Grandview Downtown Event Fiesta Picoso – Councilmember Flores reported that the next downtown community event would be Fiesta Picoso to be held on September 16<sup>th</sup>.

11. **ADJOURNMENT**

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

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

**RESOLUTION NO. 2023-61**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATIVE  
AGREEMENT BETWEEN YAKIMA COUNTY, CITY OF GRANDVIEW, CITY OF  
MOXEE, CITY OF SELAH, CITY OF SUNNYSIDE, CITY OF TOPPENISH, CITY OF  
UNION GAP, CITY OF WAPATO, CITY OF YAKIMA AND CITY OF ZILLAH  
FOR THE YAKIMA VALLEY CRISIS RESPONSE UNIT**

**WHEREAS**, the City of Grandview wishes to enter into an Interlocal Cooperative Agreement between Yakima County, City of Grandview, City of Moxee, City of Selah, City of Sunnyside, City of Toppenish, City of Union Gap, City of Wapato, City of Yakima and City of Zillah for the Yakima Valley Crisis Response Unit; and

**WHEREAS**, the parties desire to establish and maintain a multi-jurisdictional Crisis Response Unit comprised of the Crisis Negotiation Team and the Special Weapons and Tactics Team to provide specialized support in handling critical field operations where intense negotiations and/or special tactical deployment methods beyond the capacity of law enforcement officers in the field appear to be necessary; and

**WHEREAS**, the City Council finds that it is in the best interest of the City of Grandview that the Mayor be authorized to enter into said interlocal agreement on behalf of the City.

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

The Mayor is hereby authorized to enter into an Interlocal Cooperative Agreement between Yakima County, City of Grandview, City of Moxee, City of Selah, City of Sunnyside, City of Toppenish, City of Union Gap, City of Wapato, City of Yakima and City of Zillah for the Yakima Valley Crisis Response Unit 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 September 26, 2023.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN YAKIMA COUNTY,  
CITY OF GRANDVIEW, CITY OF MOXEE, CITY OF SELAH, CITY OF  
SUNNYSIDE, CITY OF TOPPENISH, CITY OF UNION GAP, CITY OF  
WAPATO, CITY OF YAKIMA, AND CITY OF ZILLAH**

**YAKIMA VALLEY CRISIS RESPONSE UNIT**

**I. PARTIES**

The parties to this Agreement are Yakima County, City of Grandview , City of Moxee, City of Selah, City of Sunnyside, City of Toppenish, City of Union Gap, City of Wapato, City of Yakima, and the City of Zillah (hereinafter the “parties” or “jurisdictions”). Each of which is operating under the laws of the State of Washington.

**II. AUTHORITY**

This Agreement is entered into pursuant to Chapters 10.93 and 39.34 of the Revised Code of Washington.

**III. PURPOSE**

The parties desire to establish and maintain a multi-jurisdictional Crisis Response Unit. The CRU will be comprised of two specialized teams: The Crisis Negotiations Team (CNT) and the Special Weapons and Tactics Team (SWAT). The Unit will be established to provide specialized support in handling critical field operations where intense negotiations and/or special tactical deployment methods beyond the capacity of law enforcement officers in the field appear to be necessary.

**IV. FORMATION**

The parties hereby create a multi-jurisdictional unit comprised of the CNT and SWAT to be hereafter known as the “Yakima Valley Crisis Response Unit (YVCRU or “unit”)”. The testing process for participating jurisdiction’s employees to join YVCRU will be detailed in a policy manual that is approved by the Executive Board as outlined in Section VIII.

**V. BENEFITS AND GOALS**

A multi-jurisdictional effort to handle specific high-risk critical field operations, as well as incidents involving weapons of mass destruction, results in a more effective pooling of personnel, improved utilization of available funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased utilization/application of a combined special response team. This results in improved services

for the citizens of all participating jurisdictions, increased safety for officers and the community, and improved cost-effectiveness.

## **VI. UNIT OBJECTIVES**

The objective of the YVCRU is to respond to specific high-risk incidents in a manner that provides for the effective use of personnel, equipment, funds, and training. The YVCRU shall respond as determined by the Unit Commander in accordance with Unit SOPs to any of the participating jurisdictions and provide a coordinated response to high-risk incidents. As special needs arise, it may be necessary to request from other law enforcement agencies assistance and/or personnel, at the discretion of the Incident Commander and/or the YVCRU Tactical Commander.

The YVCRU may also be available to law enforcement agencies outside Yakima County as provided by chapter 10.93 RCW when appropriate as determined by the YVCRU Commander and Presiding Officer of the Board, or their designees, and pursuant to SOPs pertaining to out-of-County response as created by the Executive Board.

## **VII. DURATION AND TERMINATION**

The minimum term of this Agreement shall be one (1) year, effective upon the date of final signature. This Agreement shall automatically extend for consecutive one (1) year terms without the action of the legislative bodies of the participating jurisdictions, unless and until terminated pursuant to the terms of this Agreement. Termination shall be effective if notice is provided at least ninety (90) days before the end of any term.

A jurisdiction may withdraw its participation in the YVCRU by providing written notice of its withdrawal and serving such notice upon each Executive Board member of the remaining jurisdictions. A notice of withdrawal shall become effective ninety (90) days after service of the notice on all participating members.

The YVCRU may be terminated by a majority vote of the Executive Board. Any vote for termination shall occur only when the sheriff or police chief or his/her designee of each participating jurisdiction has been given a 30-day notice of the meeting in which such vote is taken.

The Board may, at its discretion and upon 30-day notice, terminate the participation of any participating jurisdiction for breach of this Agreement, including, but not limited to, its contribution or staffing obligations, unless such breach is cured to the satisfaction of the Board within the 30-day notice period. Any participating jurisdiction in breach of this Agreement shall not have the right to vote on any matter before the Board during the notice period and until the breach has been cured.



## **VIII. GOVERNANCE**

The affairs of the YVCRU shall be governed by an Executive Board (“Board”), whose members are composed of the sheriff and police chiefs, or his/her designee, from each participating jurisdiction. If a Board member elects to send their designee they must be of a command-level rank and have decision-making authority. Each member of the Board shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting in which the decision is made, provided a quorum of at least a majority of members is present. However, any prevailing vote to change the written policies, regulations, and operational procedures of the YVCRU shall require the consent of a super-majority of the Board. In-person attendance is preferred. However, virtual meetings or a combination of virtual meetings and in-person meetings are authorized when warranted. A presiding officer shall be elected by the members of the Board to serve a term of two (2) years. The Board may also elect a deputy presiding officer from the membership of the board to act as the presiding officer during times the presiding officer is unavailable. Neither the presiding officer nor the deputy presiding officer should be from the same jurisdiction as the current team commander. The presiding officer and deputy presiding officer will serve staggered two-year terms, except the first term of the presiding officer will be three years and the first term of the deputy presiding officer will be two years. In the instance that a tie-breaking vote is needed for a decision of the Board, the Unit Commander will be the deciding vote.

The presiding officer is responsible for facilitating the meetings, providing notice of meetings and providing any materials for the meetings in advance so that all participants are fully advised of the agenda and items being discussed.

The Board shall meet quarterly unless otherwise determined by the Board. The presiding officer, or any Board member, may call extra meetings as deemed appropriate. The presiding officer shall provide no less than seventy-two (72) hours’ notice of all meetings to all members of the Board. However, in an emergency situation, the presiding officer may conduct a telephonic meeting or virtual meeting to resolve any issues related to such an emergency.

The YVCRU written policies, regulations, and operational procedures shall apply to all YVCRU operations. Thus, to the extent that the written policies, regulations, and operational procedures of the YVCRU conflict with the policies, regulations, and operational procedures of the individual jurisdictions, the YVCRU written policies, regulations, and procedures shall prevail.

Within 30 days of the effective date of this agreement, the Board shall hold its initial Board meeting in order to appoint the Unit Commander, presiding officer, and deputy presiding officer, and draft written policies, regulations, and operational procedures.

## **IX. STAFF**

A Unit Commander, which shall be a command-level officer with sufficient tactical knowledge and experience for the position, shall be appointed annually by the Board to act as the principal liaison and facilitator between the Board and the members of the YVCRU. The Unit Commander shall operate under the direction of the presiding officer of the Board. The Unit Commander shall be responsible for informing the Board on all matters relating to the function, expenditures, accomplishments, training, number of calls that the YVCRU responds to, problems of the YVCRU, and any other matter as requested by the Board. The Unit Commander may be removed by the action of the Board at any time and for any reason, with or without cause.

The Unit Commander shall prepare monthly written reports to the Board on the actions, progress, and finances of the YVCRU. In addition, the Unit Commander shall be responsible for presenting rules, procedures, regulations, and revisions thereto for Board evaluation.

Each jurisdiction will be expected to contribute a minimum of ten percent (10%) of their commissioned staff to YVCRU. Board approval must be obtained for the jurisdiction to assign less than this staffing requirement. The personnel assigned to the YVCRU shall be considered employees of the contributing jurisdiction. The contributing jurisdiction shall be solely and exclusively responsible for the compensation and benefits for the personnel it contributes to the YVCRU. All rights, duties, and obligations of the employer and the employee shall remain with the contributing jurisdiction. Each jurisdiction shall be responsible for ensuring compliance with all applicable laws with regard to employees and with provisions of any applicable collective bargaining agreements and civil service rules and regulations.

The Executive Board, at its discretion, may consider volunteers with specific skills needed by the unit. Volunteers would also have to be sponsored by a member agency. An example of volunteers whom the unit might need are physicians, paramedics, or mental health professionals.

The Board shall appoint the finance department of a participating jurisdiction to manage the finances of the YVCRU. Before appointing the finance department of a particular jurisdiction to manage the finances of the YVCRU, the Board shall consult with the finance department of the jurisdiction and obtain its approval. The duty of managing the finances of the YVCRU may be rotated to other participating jurisdictions at the discretion of the Board.

The Board may, upon unanimous vote, appoint one (1) or more legal advisors to advise the Board on legal issues affecting the YVCRU. The legal advisor(s) shall, when appropriate or when requested by the Board, consult with the legal representatives of all participating jurisdictions before rendering legal advice. In the event a Board member withdraws his or her consent to the appointment of a legal advisor(s), the appointment shall be terminated immediately.

## **X. COMMAND AND CONTROL**

During tactical field activation of the YVCRU, an Incident Commander from the agency in which the incident is occurring, YVCRU Tactical Commander and YVCRU Team Leader(s) will be designated in accordance with Unit SOPs. The duties and procedures to be utilized by the Incident Commander, the YVCRU Tactical Commander, and YVCRU Team Leaders shall be set forth in the standard operating procedures approved by the Board. The standard operating procedures approved by the Board may designate other personnel to be utilized during an incident.

## **XI. EQUIPMENT, TRAINING, AND BUDGET**

Each participating jurisdiction shall acquire the individual equipment of its participating YVCRU members. Each participating jurisdiction shall provide sufficient funds to update, replace, repair, and maintain the equipment and supplies utilized by its participating YVCRU members, and to provide for the training of its participating YVCRU members.

The equipment, supplies, and training provided by each jurisdiction to its personnel participating in the YVCRU shall, unless otherwise determined by the Board, be of the capability and quality consistent with industry and Unit standards.

Each member jurisdiction shall maintain an independent budget system to account for funds allocated and expended by its participating YVCRU members.

There shall be a YVCRU annual budget. The purpose of the budget is to fund repairs and maintenance of equipment, purchase supplies, and fund new equipment for the unit. Each jurisdiction will contribute to the budget based on its percentage of the population in Yakima County as determined by the latest United State Census. The Board must approve the proposed annual budget, which shall be on a calendar basis, for the upcoming year by July 1<sup>st</sup> of the current year, except for the initial budget year. Each police chief or sheriff shall then present their participating jurisdiction's required budget contribution for the following year to that jurisdiction's governing body or person(s) with budgeting authority with sufficient timeliness to allow for evaluation of the jurisdiction's proposed contribution. All contributions owed from each participating jurisdiction shall be due by January 31<sup>st</sup> of the current budget year.

## **XII. DISTRIBUTION OF ASSETS UPON TERMINATION**

Termination shall be in accordance with those procedures set forth in proper sections. Each participating jurisdiction shall retain sole ownership of equipment it solely purchased and provided to its participating YVCRU members and YVCRU.

Any capital assets acquired with joint funds of the YVCRU or unspent funds shall be divided among the participating jurisdictions based on the proportion of each participating jurisdiction's percentage of the population in Yakima County as determined by the latest United State Census at the assets' fair market value upon termination. The value of the assets of the YVCRU shall be determined by using commonly accepted methods of valuation. If two

(2) or more participating jurisdictions desire an asset and cannot reach an agreement, the asset shall be declared surplus by the Board and disposed of pursuant to RCW 39.33 for the disposition of surplus property. The proceeds from the sale or disposition of any YVCRU property, after payment of any and all costs of sale or debts of the agency, shall be distributed to those jurisdictions participating in the YVCRU at the time of dissolution in proportion to the jurisdiction's percentage participation in the YVCRU as the date of dissolution. In the event that one (1) or more jurisdictions terminate their participation in the Yakima Valley Crisis Response Unit, but the YVCRU continues to exist, the jurisdiction terminating participation shall have the right to be paid the equivalent of their contributions to the capital budget for the previous three years, paid out over the proceeding five years. The right to such compensation shall not apply if the terminating jurisdiction is not current on its budget contributions.

### **XIII. LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION**

It is the intent of the participating jurisdictions to provide services of the YVCRU without the threat of being subject to liability to one another and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with YVCRU actions that are brought against the jurisdictions.

To this end, the participating jurisdictions agree to equally share responsibility and liability for the acts or omissions of their participating personnel when acting in furtherance of this Agreement and within the course and scope of their employment with the employing agency.

In the event that an action is brought against any of the participating jurisdictions or its employees, resultant from actions taken under the scope of this agreement or the YVCRU Command, each jurisdiction shall be responsible for an equal share of any award for or settlement of claims including but not limited to the costs of defense, settlement, costs, judgment, or awards, regardless of which jurisdiction or employee that action is taken against or which jurisdiction or employee is ultimately responsible for the conduct. The jurisdictions shall share the expense of the claim equally regardless of the number of jurisdictions named in the lawsuit or claim or the number of officers from each jurisdiction named in the lawsuit or claim. This section shall be subject to the conditions and limitations set forth in subsections A through H below. Payment of any award for punitive damages is the sole responsibility of the person the award is entered against or their employing agency. Nothing herein shall be construed to create joint responsibility for punitive damages.

- A. **Jurisdiction Not Involved In YVCRU Response.** In the event that a jurisdiction or its personnel were not involved in the actions, coordination, command or any other aspect of the YVCRU response to the incident that gives rise to a claim or lawsuit, and judgment on the claim or lawsuit does not, in any manner, implicate the acts of a particular jurisdiction or its personnel, such

jurisdiction shall not be required to share responsibility for the payment of the judgment, defense costs, settlement, or award.

- B. **Automobile Liability.** Nothing herein shall require, or be interpreted to require, indemnification or sharing in the payment of any claim or loss for automobile liability.
  
- C. **Intentionally Wrongful or Conduct Beyond the Scope of Employment.** Nothing herein shall require, or be interpreted to require indemnification or sharing in the payment of any judgment against any YVCRU personnel for intentionally wrongful or conduct that is outside of the scope of employment of any individual or for any judgment of punitive damages against any individual or jurisdiction. The legislative authority of the employing agency will be the determinant of good faith conduct within the scope of employment as defined by RCW 4.96.041.
  
- D. **Collective Representation and Defense.** The jurisdictions shall make efforts to work with their respective risk pools to retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action. Those jurisdictions retaining joint counsel shall share equally the costs of such representation or defense.

In the event a jurisdiction does not agree to joint representation, or there is a conflict with their employee necessitating separate representation, that jurisdiction shall be solely responsible for all defense attorney's fees accrued by its individual representation or defense.

The jurisdictions and their respective defense counsel shall make a good faith attempt to cooperate with the other participating jurisdictions by, including but not limited to, providing all documentation requested, and making YVCRU members available for depositions, discovery, settlement conferences, strategy meetings, and trial.

- E. **Removal from Lawsuit.** In the event a jurisdiction or employee is successful in withdrawing or removing the jurisdiction or employee from a lawsuit by summary judgment, qualified immunity, or otherwise, the jurisdiction shall nonetheless be required to pay its equal share of any award for or settlement of the lawsuit; PROVIDED, however, that in the event a jurisdiction or employee is removed from the lawsuit and subsection (A) of this section is satisfied, the jurisdiction shall not be required to pay any share of the award or settlement.

- F. **Settlement Process.** It is the intent of the Agreement that the jurisdictions act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all parties agree with the settlement or, in the alternative, agree to proceed to trial. In the event a claim or lawsuit requires the sharing of liability, no individual jurisdiction shall be authorized to enter into a settlement agreement with a claimant or plaintiff unless a majority of the YVCRU Board agrees with the terms of the settlement. Any settlement made by an individual jurisdiction without the agreement of the remaining jurisdictions, when required, shall not relieve the settling jurisdiction from paying an equal share of any final settlement or award.
- G. **Defense Waiver.** This section shall not be interpreted to waive any defense arising out of RCW Title 51.
- H. **Insurance.** The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual jurisdiction from its obligations under this Agreement.

#### **XIV. NOTICE OF CLAIMS, LAWSUITS, AND SETTLEMENTS**

In the event a claim is filed or a lawsuit is brought against a participating jurisdiction or its employees for actions arising out of their conduct in support of YVCRU operations, the jurisdiction shall promptly notify the other jurisdictions that the claim or lawsuit has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each participating jurisdiction.

Any jurisdiction or member who believes or knows that another jurisdiction may be liable for a claim, settlement, or judgment that arises from a YVCRU action or operation, shall have the burden of notifying each participating jurisdiction of all claims, lawsuits, settlements, or demands made to that jurisdiction. In the event a participating jurisdiction has a right, pursuant to section XIII of this Agreement, to be defended and held harmless by another participating jurisdiction, the jurisdiction having the right to be defended and held harmless shall promptly tender the defense of such claim or lawsuit to the jurisdiction that must defend and hold the other harmless.

Each Sheriff or Chief will be responsible for making any required notification or providing required documentation to the appropriate legal counsel and governmental officials or departments within their jurisdiction.

#### **XV. PROCESSING OF CLAIMS.**

##### **A. Designation of Lead Jurisdiction.**

There shall be a lead jurisdiction for processing a claim that is filed with and against counties/cities for alleged damages and injuries that occur as a result of YVCRU activities. The lead jurisdiction shall be the jurisdiction within which the YVCRU response occurred; PROVIDED, that in the event the jurisdiction within which the YVCRU response occurred did not participate in the YVCRU response, the lead jurisdiction shall be the jurisdiction within which the incident that required the YVCRU response originated. In the event that a jurisdiction that was not involved in the YVCRU response receives the claim, that jurisdiction shall notify the other jurisdictions in accordance with Section XIV of this Agreement and shall use its best efforts to determine who the appropriate lead jurisdiction is.

**B. Assistance of Unit Commander.**

The YVCRU Commander shall assist the lead jurisdiction in responding to a claim. The YVCRU Commander shall be responsible for gathering all records relating to the YVCRU response. These records shall include, but are not limited to, incident reports, notes, transcripts, photos, evidence logs, recorded statements, documents from emergency dispatch centers, and warrants from all jurisdictions that participated in the YVCRU response. The Unit Commander shall also provide a list of personnel who participated in the response and their contact information. The Unit Commander shall deliver all copies of the records to the lead jurisdiction promptly upon request. All jurisdictions shall provide any requested documents regarding any claim in a timely manner upon request.

**C. Claims of \$5,000 or less.**

**i. Lead Jurisdiction Responsibilities.**

The lead jurisdiction shall be responsible for working with the Unit Commander to gather records relating to the YVCRU response. The lead jurisdiction shall provide records to its claims administrator and shall assist in assessing liability for acts associated with the claim. The lead jurisdiction shall notify the other jurisdictions of any determinations as to liability. In determining whether a claim should be paid, the lead jurisdiction and its claims administrator shall, at a minimum, consider the potential legal defenses to the claim and the costs of defending the claim.

**ii. Liability Determination – Appointment of Damages.**

The lead jurisdiction, with the assistance of its claims administrator and risk manager, shall determine whether the YVCRU is liable for damages set forth in a claim and whether the payment of the claim would be in the best interest of the jurisdictions and/or the YVCRU. In the event the lead jurisdiction

determines that payment of a claim is appropriate, such determination shall be final and binding upon other jurisdictions and payment shall be apportioned equally among all jurisdictions that participated in the YVCRU response. The lead jurisdiction shall provide full payment to the claimant, and each jurisdiction that participated in the response shall reimburse the lead jurisdiction for its equal share of such payment.

Prior to the payment of any claim, and as a condition of such payment, the lead jurisdiction providing payment shall obtain from the claimant a complete and total release of liability on behalf of all jurisdictions participating in the YVCRU and each and every officer, agent, or volunteer of those participating jurisdictions.

**D. Claims over \$5,000.**

**i. Lead Jurisdiction Responsibilities.**

The lead jurisdiction shall schedule a meeting with all jurisdictions participating in the YVCRU to discuss the claim and to determine the appropriate manner in which to respond and/or defend the claim. The Board and persons listed in Section XVII of this Agreement shall be notified of the meeting.

**XVI. PROCESSING OF LAWSUITS.**

**A. Notification to Other Jurisdictions.**

In the event a jurisdiction is served with a lawsuit, that jurisdiction shall provide notice and documentation of the lawsuit to each of the other jurisdictions in accordance with Section XIV of this Agreement.

**B. Coordination of Initial Meeting.**

The jurisdiction that initially receives a lawsuit shall schedule a meeting with all of the jurisdictions participating in the YVCRU to discuss the lawsuit. The Board and persons listed in Section XVII of this Agreement shall be notified of the meeting.

**XVII. COMPLIANCE WITH THE LAW**

The YVCRU and all its members shall comply with all federal, state, and local laws that apply to the YVCRU.



**XIII. ALTERATIONS**

This Agreement may be modified, amended, or altered by agreement of all participating jurisdictions and such alteration, amendment, or modification shall be effective when reduced to writing and executed in a manner consistent with paragraph XXII of this Agreement.

**XIX. RECORDS**

Each jurisdiction shall maintain training records related to the YVCRU for a minimum of seven (7) years. A copy of these records will be forwarded and maintained with the designated YVCRU Training Coordinator. All records shall be available for full inspection and copying by each participating jurisdiction to the extent allowable by law.

**XX. FILING**

Upon execution hereof, this Agreement shall be filed with the city clerks of the respective participating municipalities, and such other governmental agencies as may be required by law.

**XXI. SEVERABILITY**

If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.

**XXII. MUNICIPAL AUTHORIZATIONS**

This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. The Agreement shall be deemed effective upon the last date of execution by the last so authorized representative. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

**By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.**

**County of Yakima**

\_\_\_\_\_

Date: \_\_\_\_\_

Sheriff Bob Udell

**City of Grandview**

\_\_\_\_\_

Gloria Mendoza, Mayor

\_\_\_\_\_

Kal Fuller, Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Moxee**

\_\_\_\_\_

LeRoy Lenseigne, Mayor

\_\_\_\_\_

Jeff Burkett, Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Selah**

\_\_\_\_\_

Sherry Raymond, Mayor

\_\_\_\_\_

Dan Christman, Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Sunnyside**

\_\_\_\_\_

Elizabeth Alba, City Manager

\_\_\_\_\_

Rob Layman, Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Toppenish**

\_\_\_\_\_  
Debbie Zabell, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
John Clary, Chief

Date: \_\_\_\_\_

**City of Union Gap**

\_\_\_\_\_  
Sharon Bounds, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Gregory Cobb, Chief

Date: \_\_\_\_\_

**City of Wapato**

\_\_\_\_\_  
Margaret Estrada, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Nolan Wentz, Chief

Date: \_\_\_\_\_

**City of Yakima**

\_\_\_\_\_  
Bob Harrison, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Matthew Murray, Chief

Date: \_\_\_\_\_

**City of Zillah**

\_\_\_\_\_

Dr. Scott Carmack, Mayor

\_\_\_\_\_

Tim Quantrell, Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ORDINANCE NO. 2023-16**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING THE 2023 ANNUAL BUDGET**

**WHEREAS**, the original 2023 estimated beginning fund balances and revenues do not reflect available budget sources; and

**WHEREAS**, there are necessary and desired changes in uses and expenditure levels in the funds; and

**WHEREAS**, there are sufficient sources within the funds to meet the anticipated expenditures.

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

**Section 1.** That the 2023 annual budget be amended to reflect the changes presented in Exhibit A.

**Section 2.** That the City Administrator is authorized and directed to adjust estimated revenues, expenditures and fund balances reflecting the determined changes.

**Section 3.** This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on September 26, 2023.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

PUBLICATION: 09/27/23  
EFFECTIVE: 10/02/23

### Exhibit A

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
<b>Current Expense Fund</b>					
Original 2023 Budget	799,750	6,392,640	7,132,090	60,300	7,192,390
Amendment Amount		115,400	113,350	2,050	115,400
<b>Amended Total</b>	<b>799,750</b>	<b>6,508,040</b>	<b>7,245,440</b>	<b>62,350</b>	<b>7,307,790</b>
<b>Street Fund</b>					
Original 2023 Budget	419,875	6,237,360	6,457,685	199,550	6,657,235
Amendment Amount		261,200	230,000	31,200	261,200
<b>Amended Total</b>	<b>419,875</b>	<b>6,498,560</b>	<b>6,687,685</b>	<b>230,750</b>	<b>6,918,435</b>
<b>Cemetery Fund</b>					
Original 2023 Budget	250,710	182,550	302,520	130,740	433,260
Amendment Amount		8,400		8,400	8,400
<b>Amended Total</b>	<b>250,710</b>	<b>190,950</b>	<b>302,520</b>	<b>139,140</b>	<b>441,660</b>
<b>Capital Improvement Fund</b>					
Original 2023 Budget	1,033,780	257,150	735,000	555,930	1,290,930
Amendment Amount			320,000	(320,000)	-
<b>Amended Total</b>	<b>1,033,780</b>	<b>257,150</b>	<b>1,055,000</b>	<b>235,930</b>	<b>1,290,930</b>
<b>OIE (Welch's) &amp; 5th Fund</b>					
Original 2023 Budget	-	-	-	-	-
Amendment Amount		2,400,000	2,400,000	-	2,400,000
<b>Amended Total</b>	<b>-</b>	<b>2,400,000</b>	<b>2,400,000</b>	<b>-</b>	<b>2,400,000</b>
<b>Water Fund</b>					
Original 2023 Budget	7,561,260	2,939,000	5,263,625	5,236,635	10,500,260
Amendment Amount		4,428,500	65,000	4,363,500	4,428,500
<b>Amended Total</b>	<b>7,561,260</b>	<b>7,367,500</b>	<b>5,328,625</b>	<b>9,600,135</b>	<b>14,928,760</b>