

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, FEBRUARY 13, 2024**



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. 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.*

4. NEW BUSINESS

- | | | |
|----|--|---------|
| A. | Resolution accepting the West Fifth Street and Elm Street Resurfacing Improvements as complete | 1-9 |
| B. | Resolution accepting the Sludge Drying Bed Improvements – Phase 2 as complete | 10-18 |
| C. | Resolution accepting the Headworks Bypass Improvements as complete | 19-23 |
| D. | Lower Valley Pathway Resurfacing Improvements Requests for Qualifications for Municipal Engineering Services | 24-51 |
| E. | Ordinance amending the 2024 Annual Budget | 52-66 |
| F. | Resolution authorizing the Police Chief to execute and administer an Interlocal Agreement for participation in the Law Enforcement Against Drugs (LEAD) Task Force | 67-88 |
| G. | Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Sunnyside and the City of Grandview for Animal Control Agreement | 89-102 |
| H. | Emergency Medical Transport (Ambulance) Services | 103-112 |

5. CITY ADMINISTRATOR AND/OR STAFF REPORTS

6. MAYOR & COUNCILMEMBER REPORTS

7. ADJOURNMENT

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, February 13, 2024 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/86422679361?pwd=tactnVdScVpChCbaW0EFrfX95cEzAf.1>

To join via phone: +1 253 215 8782

Meeting ID: 864 2267 9361

Passcode: 527331

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

ITEM TITLE Resolution accepting the West Fifth Street and Elm Street Resurfacing Improvements as complete	AGENDA NO.: New Business 4 (A) AGENDA DATE: February 13, 2024
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A

DEPARTMENT DIRECTOR REVIEW

Hector Mejia, Public Works Director

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

None

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.

American Rock Products has completed the construction of the West Fifth Street and Elm Street Resurfacing Improvements. Staff recommends Council accept the project as complete once the requirements in the January 25, 2024 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

ACTION PROPOSED

Move a resolution accepting the West Fifth Street and Elm Street Resurfacing Improvements as complete to a regular Council meeting for consideration.

Anita Palacios

From: Deanna Dillon <ddillon@hlacivil.com>
Sent: Thursday, January 25, 2024 12:13 PM
To: Hector Mejia; Shane Fisher; Anita Palacios; Lillian Veliz; Sue Desallier
Cc: Angie Ringer; Stephen Hazzard; Taylor Denny; David Dumas
Subject: 23045C - GV West Fifth St. and Elm St. Resurfacing - PE 03 & Final, Project Acceptance Recommendation - To City of Grandview
Attachments: 2024-01-25 - 23045C - Final PE, SOV, Final Contract Voucher Cert and Recommendation Project Acceptance Ltr.pdf

CAUTION: External Email

Good afternoon,

Please see the attached Final Progress Estimate No. 03, Final Contract Voucher Certification, and the Recommendation of Project Acceptance for the above referenced project for approval by the City of Grandview and payment to American Rock Products.

Please forward a copy of your Council Resolution authorizing Project Acceptance.

If you have any questions or need anything further, please let us know.

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



January 25, 2024

City of Grandview
207 West Second Street
Grandview, WA 98930

Attn: Hector Mejia, Public Works Director

Re: City of Grandview
West Fifth Street and Elm Street Resurfacing Improvements
HLA Project No.: 23045-C
Final Progress Estimate and Project Acceptance

Dear Hector:

Enclosed is Progress Estimate No. 03 designated as the Final for work performed by American Rock Products through January 23, 2024 in connection with their contract on the above referenced project. The amount due the contractor of \$36,222.00 is net. The contractor submitted Retainage Bond #9433553; therefore, no retainage was withheld. We recommend this Final Progress Estimate be considered and accepted by the City of Grandview Council.

This letter also serves as our recommendation for acceptance for the above referenced project by the City of Grandview. We have reviewed the work performed by American Rock Products on this project and believe it has been completed satisfactorily.

Once the project has been accepted as complete by the City Council, the required "Notice of Completion of Public Works Contract" will be completed by our office and sent to the Department of Revenue, Department of Labor and Industries, and Employment Security Departments through our access to your Labor and Industries Portal. If you prefer to submit the Notice of Completion, please let us know.

The retainage bond (#9433553) on this project should be released to American Rock Products after acceptance of the project and when the City of Grandview has received a lien release from the Department of Labor and Industries, the Department of Revenue, and the Employment Security Department, and when the City has confirmed there are no additional liens on this project.

After acceptance of the project and when lien releases have been received from the Department of Revenue, Department of Labor and Industries, and Employment Security Department, this project will be considered physically complete.

The City will receive the following from HLA Engineering and Land Surveying, Inc. (HLA) in a One Drive Link for download:

- ❖ A completed copy of the project punch list items identified during the final walk-through inspection.

- ❖ A PDF set of Record Drawings for the project.
- ❖ Final Contract Voucher Certification from the Contractor certifying all labor and materials furnished on this project have been paid for.
- ❖ Required project labor and equal employment opportunity documents including:
 - Requests to Sublet and verifications for the Prime Contractor and all subcontractors who performed work on this project.
 - Statement of Intent to Pay Prevailing Wages approved by the Washington State Department of Labor and Industries.
 - Affidavits of Wages Paid approved by the Washington State Department of Labor and Industries.

Our office will retain an electronic copy of the project files should the City need them in the future.

Please forward a copy of your Council Resolution authorizing project acceptance and release of Retainage.

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

Sincerely,

 Digitally signed by Stephen S. Hazzard, PE
DN: cn=US, e=shazzard@hscivil.com,
o="HSA Engineering and Land Surveying,
Inc.", cn="Stephen S. Hazzard, PE"
Date: 2024.01.25 11:50:16-08'00'

Stephen S. Hazzard, PE

SSH/dld

West Fifth Street and Elm Street Resurfacing Improvements

CONSTRUCTION PROGRESS ESTIMATE

CITY OF GRANDVIEW
207 WEST 2ND ST.

GRANDVIEW, WA 98930

TO: American Rock Products

PO Box 9337

Yakima, WA 98909

HLA PROJECT NO.: 23045C

TIB PROJECT NO. 3-E-183(010)-1

PROGRESS ESTIMATE NO.: 3 & Final

FROM: Nov. 01, 2023 TO: Jan. 23, 2024



BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE			PREVIOUS PAID			AMOUNT DUE NOW (Total - Previous)			PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	QTY	COST		
1	Minor Change	FA	1	\$ 15,000.00	\$ 15,000.00	0.43	\$ 6,501.86	\$ 6,501.86	0.43	\$ 6,501.86	0	\$ -	0	\$ -	43%
2	Mobilization	LS	1	\$ 63,800.00	\$ 63,800.00	1	\$ 63,800.00	\$ 63,800.00	1	\$ 63,800.00	0	\$ -	0	\$ -	100%
3	Project Temporary Traffic Control	LS	1	\$ 60,500.00	\$ 60,500.00	1	\$ 60,500.00	\$ 60,500.00	1	\$ 60,500.00	0	\$ -	0	\$ -	100%
4	Clearing and Grubbing	LS	1	\$ 2,600.00	\$ 2,600.00	1	\$ 2,600.00	\$ 2,600.00	1	\$ 2,600.00	0	\$ -	0	\$ -	100%
5	Unclassified Excavation Incl. Haul	CY	70	\$ 65.00	\$ 4,550.00	90.58	\$ 5,887.70	\$ 5,887.70	90.58	\$ 5,887.70	0	\$ -	0	\$ -	129%
6	Crushed Surfacing Top Course	TON	40	\$ 140.00	\$ 5,600.00	19.50	\$ 2,729.99	\$ 2,729.99	0	\$ -	19.50	\$ 2,729.99	0	\$ -	49%
7	Planing Bituminous Pavement	SY	9,200	\$ 2.80	\$ 25,760.00	9,244	\$ 25,883.20	\$ 25,883.20	9,244	\$ 25,883.20	0	\$ -	0	\$ -	100%
8	Pavement Repair Excavation Incl. Haul	SY	300	\$ 41.00	\$ 12,300.00	294.42	\$ 12,071.22	\$ 12,071.22	294.42	\$ 12,071.22	0	\$ -	0	\$ -	98%
9	Crack Sealing	LF	3,650	\$ 1.40	\$ 5,110.00	1,244	\$ 1,741.60	\$ 1,741.60	1,244	\$ 1,741.60	0	\$ -	0	\$ -	34%
10	HMA for Pavement Repair Cl. 3/8-Inch PG 64H-28	TON	100	\$ 270.00	\$ 27,000.00	35.48	\$ 9,579.60	\$ 9,579.60	35.48	\$ 9,579.60	0	\$ -	0	\$ -	35%
11	HMA for Preleveting Cl. 3/8-Inch PG 64H-28	TON	260	\$ 130.00	\$ 33,800.00	152.68	\$ 19,848.40	\$ 19,848.40	152.68	\$ 19,848.40	0	\$ -	0	\$ -	59%
12	HMA Cl. 3/8-Inch PG 64H-28	TON	1,160	\$ 120.00	\$ 139,200.00	1,050.58	\$ 126,069.60	\$ 126,069.60	1,050.58	\$ 126,069.60	0	\$ -	0	\$ -	91%
13	Adjust Manhole	EA	6	\$ 1,750.00	\$ 10,500.00	6	\$ 10,500.00	\$ 10,500.00	6	\$ 10,500.00	0	\$ -	0	\$ -	100%
14	Adjust Catch Basin	EA	3	\$ 300.00	\$ 900.00	3	\$ 900.00	\$ 900.00	3	\$ 900.00	0	\$ -	0	\$ -	100%
15	Adjust Valve Box	EA	13	\$ 910.00	\$ 11,830.00	13	\$ 11,830.00	\$ 11,830.00	13	\$ 11,830.00	0	\$ -	0	\$ -	100%
16	Landscape Restoration	FA	1	\$ 5,000.00	\$ 5,000.00	0.31	\$ 1,531.24	\$ 1,531.24	0.31	\$ 1,531.24	0	\$ -	0	\$ -	31%
17	Cement Conc. Traffic Curb and Gutter	LF	375	\$ 48.00	\$ 17,250.00	380	\$ 17,940.00	\$ 17,940.00	380	\$ 17,940.00	0	\$ -	0	\$ -	104%
18	Adjust Monument Case and Cover	EA	2	\$ 1,300.00	\$ 2,600.00	2	\$ 2,600.00	\$ 2,600.00	2	\$ 2,600.00	0	\$ -	0	\$ -	100%
19	Cement Conc. Sidewalk 4-Inch Thick	SY	50	\$ 52.00	\$ 2,600.00	35.60	\$ 1,851.20	\$ 1,851.20	35.60	\$ 1,851.20	0	\$ -	0	\$ -	71%
20	Cement Conc. Curb Ramp	EA	11	\$ 2,400.00	\$ 26,400.00	11	\$ 26,400.00	\$ 26,400.00	11	\$ 26,400.00	0	\$ -	0	\$ -	100%
21	Traffic Loops, Complete	EA	1	\$ 7,750.00	\$ 7,750.00	4	\$ 31,000.00	\$ 31,000.00	1	\$ 7,750.00	3	\$ 23,250.00	0	\$ -	400%
22	Permanent Signing	LS	1	\$ 600.00	\$ 600.00	1	\$ 600.00	\$ 600.00	1	\$ 600.00	0	\$ -	0	\$ -	100%
23	Pavement Markings	LS	1	\$ 17,500.00	\$ 17,500.00	1	\$ 17,500.00	\$ 17,500.00	1	\$ 17,500.00	0	\$ -	0	\$ -	100%
24	CO1 - Minor Change	FA	1	\$ 2,500.00	\$ 2,500.00	0	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	0%
25	CO1 - Mobilization	LS	1	\$ 8,650.00	\$ 8,650.00	1	\$ 8,650.00	\$ 8,650.00	1	\$ 8,650.00	0	\$ -	0	\$ -	100%
26	CO1 - Project Temporary Traffic Control	LS	1	\$ 2,620.00	\$ 2,620.00	1	\$ 2,620.00	\$ 2,620.00	1	\$ 2,620.00	0	\$ -	0	\$ -	100%
27	CO1 - Crushed Surfacing Top Course	TON	30	\$ 140.00	\$ 4,200.00	19	\$ 2,660.00	\$ 2,660.00	19	\$ 2,660.00	0	\$ -	0	\$ -	63%

West Fifth Street and Elm Street Resurfacing Improvements

CONSTRUCTION PROGRESS ESTIMATE

CITY OF GRANDVIEW
207 WEST 2ND ST.
GRANDVIEW, WA 98930

TO: American Rock Products
PO Box 9337
Yakima, WA 98909

HLA PROJECT NO.: 23045C
TIB PROJECT NO. 3-E-183(010)-1
PROGRESS ESTIMATE NO.: 3 & Final
FROM: Nov. 01, 2023 TO: Jan. 23, 2024



BID ITEM NO.	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE			PREVIOUS PAID			AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
			QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	QTY	COST	
28	CO1 - HMA Cl. 3/2-Inch PG 64H-28	TON	12	\$ 270.00	\$ 3,240.00	12	\$ 3,240.00	12	\$ 3,240.00	0	\$ -	0	\$ -	100%
29	CO1 - Shoring or Extra Excavation	LF	80	\$ 1.00	\$ 80.00	80	\$ 80.00	80	\$ 80.00	0	\$ -	0	\$ -	100%
30	CO1 - Select Backfill, as Directed	CY	30	\$ 47.00	\$ 1,410.00	28.02	\$ 1,363.94	28.02	\$ 1,363.94	0	\$ -	0	\$ -	97%
31	CO1 - PVC Pipe for Water Main 8 In. Diam.	LF	80	\$ 360.00	\$ 28,800.00	80	\$ 28,800.00	80	\$ 28,800.00	0	\$ -	0	\$ -	100%
32	CO1 - Tapping Sleeve and Valve Assembly 8 In.	EA	2	\$ 6,000.00	\$ 12,000.00	2	\$ 12,000.00	2	\$ 12,000.00	0	\$ -	0	\$ -	100%
33	CO1 - Cement Conc. Traffic Curb and Gutter	LF	6	\$ 46.00	\$ 276.00	6	\$ 276.00	6	\$ 276.00	0	\$ -	0	\$ -	100%

Schedule A Subtotal	\$ 498,160.00	\$ 459,865.61	\$ 433,885.62	\$ 25,979.99	92%
Schedule CO1 Subtotal	\$ 63,776.00	\$ 59,689.94	\$ 59,689.94	\$ -	94%
Project Total (Including Sales Tax)	\$ 561,936.00	\$ 519,555.55	\$ 493,575.56	\$ 25,979.99	92%
Retainage Bond No.: 9433553 0%	\$ -	\$ -	\$ -	\$ -	
Plus Materials on Hand	\$ -	\$ -	\$ -	\$ -	
PROGRESS ESTIMATE FINAL CONTRACT AMOUNT 3 & Final	\$ 519,555.55	\$ 493,575.56	\$ 493,575.56	\$ 25,979.99	
Additional Engineering Cost Deduction Due To Contract Overrun	\$ (8,157.99)			\$ (8,157.99)	
Liquidated Damages Credit = \$2,300 per day over contract time	\$ -			\$ (18,400.00)	
Amount Due Progress Estimate No. 3 & Final	\$ 511,397.56	\$ 475,175.56	\$ 475,175.56	\$ 36,222.00	

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

Stephen S. Hazzard
Digitally signed by Stephen S. Hazzard, PE
DN: cn=US, e=hazzard@hazco.com, o=HLA
Engineering and Land Surveying, Inc.,
c=US, cn=Stephen S. Hazzard, PE
Date: 2024.01.25 11:50:08-08'00'

Stephen S. Hazzard, PE

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

Jeffrey Kyle Hopkins

American Rock Products

CONSTRUCTION PROGRESS ESTIMATE - SCHEDULE OF VALUES
 City of Grandview
 West Fifth Street and Elm Street Resurfacing Improvements

TO: American Rock Products
 PO Box 9337
 Yakima, WA 98909

H/LA PROJECT NO.: 23045C
 TIB PROJECT NO. 3-E-183(010)-1



BID ITEM NO.	BID ITEM NAME	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	PERCENT OF ITEM COMPLETE
2	Mobilization	2.01 - 5% Completion = 50% Payment of Mobilization	1	LS	\$ 24,907.50	\$ 24,907.50	100.00%
2	Mobilization	2.02 - 10% Completion = 100% Payment of Mobilization	1	LS	\$ 24,907.50	\$ 24,907.50	100.00%
2	Mobilization	2.03 - Payment at Substantial Completion per Spec 1-09.7	1	LS	\$ 13,985.00	\$ 13,985.00	100.00%
3	Project Temporary Traffic Control	3.01 - Traffic Control Setup	1	LS	\$ 8,500.00	\$ 8,500.00	100.00%
3	Project Temporary Traffic Control	3.02 - Daily Traffic Control	25	DAY	\$ 2,000.00	\$ 50,000.00	100.00%
3	Project Temporary Traffic Control	3.03 - Traffic Control Take Down	1	LS	\$ 2,000.00	\$ 2,000.00	100.00%
4	Clearing and Grubbing	4.01 - 10 Locations @ \$260 each	10	LS	\$ 260.00	\$ 2,600.00	100.00%
22	Permanent Signing	22.01 - Relocate Existing Sign	1	LS	\$ 600.00	\$ 600.00	100.00%
23	Pavement Markings	23.01 - Plastic Crosswalk	1	LS	\$ 10,000.00	\$ 10,000.00	100.00%
23	Pavement Markings	23.02 - Plastic Stop Line	1	LS	\$ 1,500.00	\$ 1,500.00	100.00%
23	Pavement Markings	23.03 - Paint Line	1	LS	\$ 6,000.00	\$ 6,000.00	100.00%
25	CO1 - Mobilization	25.01 - 5% Completion = 50% Payment of Mobilization	1	LS	\$ 3,188.80	\$ 3,188.80	100.00%
25	CO1 - Mobilization	25.02 - 10% Completion = 100% Payment of Mobilization	1	LS	\$ 3,188.80	\$ 3,188.80	100.00%
25	CO1 - Mobilization	25.03 - Payment at Substantial Completion per Spec 1-09.7	1	LS	\$ 2,272.40	\$ 2,272.40	100.00%
26	CO1 - Project Temporary Traffic Control	26.01 - Traffic Control Setup	1	LS	\$ 1,000.00	\$ 1,000.00	100.00%
26	CO1 - Project Temporary Traffic Control	26.02 - Daily Traffic Control	4	LS	\$ 250.00	\$ 1,000.00	100.00%
26	CO1 - Project Temporary Traffic Control	26.03 - Traffic Control Take Down	1	LS	\$ 620.00	\$ 620.00	100.00%



PROJECT NAME: West Fifth Street and Elm Street Resurfacing

PROJECT NUMBER: 23045C

Date Work Physically Completed: October 18, 2023

Final Contract Amount: \$511,397.56

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

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

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

Contractor: American Rock Products

Address: PO Box 9337
Yakima, WA 98909

Authorized Official: Jeffrey Kyle Hopkins
Contractor Signature

Date: Jan 25, 2024

Print Name: Jeffrey Kyle Hopkins Title: Construction Manager

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE WEST FIFTH STREET AND ELM STREET RESURFACING
IMPROVEMENTS AS COMPLETE**

WHEREAS, the City contracted with American Rock Products to perform work for the West Fifth Street and Elm Street Resurfacing Improvements; and,

WHEREAS, the City's Public Works Director has determined that the work performed by American Rock Products on this project is complete and ready for final acceptance by the City Council,

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

The City of Grandview accepts the West Fifth Street and Elm Street Resurfacing Improvements as complete and authorizes staff to release the retainage to American Rock Products once the conditions in the January 25, 2024 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

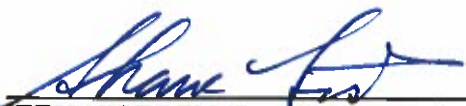
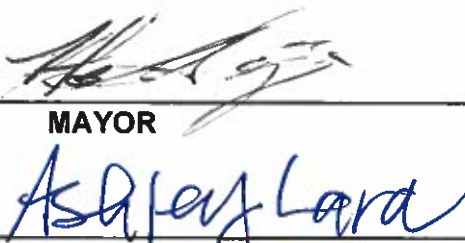
CITY ATTORNEY

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

ITEM TITLE Resolution accepting the Sludge Drying Bed Improvements – Phase 2 as complete	AGENDA NO.: New Business 4 (B) AGENDA DATE: February 13, 2024
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A

DEPARTMENT DIRECTOR REVIEW

 Hector Mejia, Public Works Director

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

 None

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.

Goodman & Mehlenbacher Enterprises, Inc., has completed the construction of the Sludge Drying Bed Improvements – Phase 2. Staff recommends Council accept the project as complete once the requirements in the January 29, 2024 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

ACTION PROPOSED

Move a resolution accepting the Sludge Drying Bed Improvements – Phase 2 as complete to a regular Council meeting for consideration.

Anita Palacios

From: Deanna Dillon <ddillon@hlacivil.com>
Sent: Tuesday, January 30, 2024 11:57 AM
To: Hector Mejia; Shane Fisher; Anita Palacios
Cc: Angie Ringer; Justin Bellamy; Jakob Michael; Taylor Denny; David Dumas
Subject: 19140B-C - GV - Sludge Drying Bed Improvements (Ph 2) - PE 04 & Final, Final Contract Voucher Cert and Recommendation for Project Acceptance
Attachments: 2024-01-29 - 19140B-C - Final PE and Project Acceptance Ltr - Fully Executed.pdf

CAUTION: External Email

Hello Hector and Shane,

Please see the attached Final PE 04, Final Contract Voucher Cert and the letter recommending Project Acceptance for the above referenced project.

The following One Drive link contains the Final Punchlist, Final Contract Voucher Cert, and the Labor Documents associated with the project. Please download and save them in your project files in case they are needed for future audits. Our office will retain the electronic files for the project should the City need them in the future. The Record Drawings, once fully complete, will be forwarded to the City.

[19140BC - GV - Sludge Drying Bed - Final Project Documents](#)

If you have any questions or if there's anything else we can provide, please contact our office.

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

January 29, 2024

City of Grandview
207 West 2nd St.
Grandview, WA 98930

Attn: Hector Mejia
Public Works Director

Re: City of Grandview
Sludge Drying Bed Improvements (PH 2)
HLA Project No.: 19140B-C
Final Progress Estimate and Project Acceptance

Dear Hector:

Enclosed is Progress Estimate No. 04 & Final for work performed by Goodman & Mehlenbacher Enterprises, Inc. through December 31, 2023 in connection with their contract on the above referenced project. The amount due the contractor is \$33,037.05. The Contractor submitted Retainage Bond #0254305; no retainage was withheld. We recommend this Final Progress Estimate be considered and accepted by the Grandview City Council.

This letter also serves as our recommendation for acceptance of the project by your City Council. We have reviewed the work performed by Goodman & Mehlenbacher Enterprises, Inc. and believe it has been completed satisfactorily.

Once the project has been accepted as complete by the City Council, the required "Notice of Completion of Public Works Contract" will be completed by our office and sent to the Department of Revenue, Department of Labor and Industries, and Employment Security Departments through our access to your Labor and Industries portal. If the City prefers to submit the Notice of Completion, please let us know.

The Retainage Bond (#0254305) should be released to Goodman & Mehlenbacher Enterprises, Inc. after acceptance of the project and when the City of Grandview has received a lien release from the Department of Revenue, Department of Labor and Industries, and Employment Security Department, and when the City has confirmed there are no additional liens on this project.

The City will receive the following from HLA Engineering and Land Surveying, Inc. (HLA) in a One Drive Link for download:

- A completed copy of the project punch list items identified during the final walk-through inspection.
- A PDF set of Record Drawings for the project.
- Final Contract Voucher Certification from the Contractor certifying all labor and materials furnished on this project have been paid for.

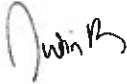
- Required project labor and equal employment opportunity documents including:
 - Requests to Sublet and verifications for the Prime Contractor and all subcontractors who performed work on this project.
 - Statement of Intent to Pay Prevailing Wages approved by the Washington State Department of Labor and Industries.
 - Affidavits of Wages Paid approved by the Washington State Department of Labor and Industries.

Our office will retain an electronic copy of the project files should the City need them in the future.

Please forward a copy of your Council Resolution authorizing project acceptance. When lien releases are received by the City, please forward a copy to our office of each. We will place them in your construction file.

Please contact our office if you have questions or if we may provide additional information.

Sincerely,



Digitally signed by Justin Bellamy
Date: 2024.01.29 09:36:53-08'00'

Justin L. Bellamy, PE

JLB/dld

Copy: Marcus Goodman, Eric Patrick, Goodman & Mehlenbacher Enterprises, Inc.
Jakob Michael, Taylor Denny, Angie Ringer, HLA
Shane Fisher, Anita Palacios, City of Grandview

CONSTRUCTION PROGRESS ESTIMATE

CITY OF GRANDVIEW
207 WEST 2ND ST.
GRANDVIEW, WA 98930

TO: Goodman & Mehlenbacher Enterprises Inc.

PO Box 5949

Kennewick, WA 99336

HLA PROJECT NO.: 19140B-C

PROGRESS ESTIMATE NO.: 4 & Final

FROM: Nov. 01, 2023

TO: Dec. 31, 2023



BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)			TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	COST	
1	A	Minor Change	FA	1	\$ 5,000.00	\$ 5,000.00	0	\$ -	0	\$ -	0	\$ -	0%
2	A	Mobilization	LS	1	\$ 57,000.00	\$ 57,000.00	1	\$ 57,000.00	1	\$ 57,000.00	0	\$ -	100%
3	A	Cleaning and Grubbing	ACRE	3.30	\$ 2,280.00	\$ 7,458.00	3.30	\$ 7,458.00	3.30	\$ 7,458.00	0	\$ -	100%
4	A	Unclassified Excavation Incl. Haul	CY	5,750	\$ 8.00	\$ 46,000.00	5,750	\$ 46,000.00	5,750	\$ 46,000.00	0	\$ -	100%
5	A	Storm Sewer Pipe 12-In. Diam.	LF	480	\$ 78.00	\$ 37,440.00	480	\$ 37,440.00	480	\$ 37,440.00	0	\$ -	100%
6	A	Type 1 Catch Basin	EA	3	\$ 1,800.00	\$ 5,400.00	3	\$ 5,400.00	3	\$ 5,400.00	0	\$ -	100%
7	A	Shoring or Extra Excavation	LF	480	\$ 1.00	\$ 480.00	480	\$ 480.00	480	\$ 480.00	0	\$ -	100%
8	B	Minor Change	FA	1	\$ 5,000.00	\$ 5,000.00	1.65	\$ 8,239.86	0	\$ -	1.65	\$ 8,239.86	165%
9	B	Mobilization	LS	1	\$ 18,000.00	\$ 18,000.00	1	\$ 18,000.00	1	\$ 18,000.00	0	\$ -	100%
10	B	Crushed Surfacing Top Course	TON	1,210	\$ 31.00	\$ 37,510.00	1,273.99	\$ 39,493.69	1,273.99	\$ 39,493.69	0	\$ -	105%
11	B	Crushed Surfacing Base Course	TON	3,190	\$ 31.00	\$ 98,890.00	2,720.08	\$ 84,322.48	2,720.08	\$ 84,322.48	0	\$ -	85%
12	B	HMA Ct. 1/2-Inch PG 64-28	TON	1,360	\$ 122.00	\$ 165,920.00	1,354.61	\$ 165,262.42	1,354.61	\$ 165,262.42	0	\$ -	100%
13	B	Ecology Block	EA	190	\$ 149.00	\$ 28,310.00	190	\$ 28,310.00	190	\$ 28,310.00	0	\$ -	100%
14	C	Minor Change	FA	1	\$ 5,000.00	\$ 5,000.00	0	\$ -	0	\$ -	0	\$ -	0%
15	C	Mobilization	LS	1	\$ 18,000.00	\$ 18,000.00	1	\$ 18,000.00	1	\$ 18,000.00	0	\$ -	100%
16	C	Crushed Surfacing Top Course	TON	940	\$ 31.00	\$ 29,140.00	1,189.31	\$ 36,868.61	1,189.31	\$ 36,868.61	0	\$ -	127%
17	C	Crushed Surfacing Base Course	TON	2,470	\$ 31.00	\$ 76,570.00	2,261.01	\$ 70,091.31	2,261.01	\$ 70,091.31	0	\$ -	92%
18	C	HMA Ct. 1/2-Inch PG 64-28	TON	1,050	\$ 122.00	\$ 128,100.00	1,050	\$ 128,100.00	1,050	\$ 128,100.00	0	\$ -	100%
19	C	Ecology Block	EA	150	\$ 149.00	\$ 22,350.00	150	\$ 22,350.00	0	\$ -	150	\$ 22,350.00	100%

CONSTRUCTION PROGRESS ESTIMATE

CITY OF GRANDVIEW
207 WEST 2ND ST.
GRANDVIEW, WA 98930

TO: Goodman & Mehlenbacher Enterprises Inc.
PO Box 5949
Kennewick, WA 99336

HLA PROJECT NO.: 19140B-C

PROGRESS ESTIMATE NO.: 4 & Final
FROM: Nov. 01, 2023 TO: Dec. 31, 2023



BID ITEM NO.	SCH. OF WORK	DESCRIPTION	UNIT	CONTRACT TOTAL (Contract + COs)		TOTAL WORK TO DATE		PREVIOUS PAID		AMOUNT DUE NOW (Total - Previous)		PERCENT CONTRACT COMPLETE
				QTY	UNIT PRICE	COST	QTY	COST	QTY	COST	QTY	
		Schedule A Subtotal			\$ 158,778.00	\$ 153,778.00	\$ 153,778.00	\$ 153,778.00	\$ -		97%	
		8.0% Sales Tax - Schedule A			\$ 12,702.24	\$ 12,302.24	\$ 12,302.24	\$ 12,302.24	\$ -			
		Project Total			\$ 171,480.24	\$ 166,080.24	\$ 166,080.24	\$ 166,080.24	\$ -			
		Schedule B Subtotal			\$ 353,630.00	\$ 343,628.45	\$ 343,628.45	\$ 335,388.59	\$ 8,239.86		97%	
		8.0% Sales Tax - Schedule B			\$ 28,290.40	\$ 27,490.28	\$ 27,490.28	\$ 26,831.09	\$ 659.19			
		SCHEDULE B - TOTAL			\$ 381,920.40	\$ 371,118.73	\$ 371,118.73	\$ 362,219.68	\$ 8,899.05			
		Schedule C Subtotal			\$ 279,160.00	\$ 275,409.92	\$ 275,409.92	\$ 253,059.92	\$ 22,350.00		99%	
		8.0% Sales Tax - Schedule C			\$ 22,332.80	\$ 22,032.79	\$ 22,032.79	\$ 20,244.79	\$ 1,788.00			
		SCHEDULE C - TOTAL			\$ 301,492.80	\$ 297,442.71	\$ 297,442.71	\$ 273,304.71	\$ 24,138.00			
		Project Total (Including Sales Tax)			\$ 854,893.44	\$ 834,641.68	\$ 834,641.68	\$ 801,604.63	\$ 33,037.05		98%	
		Retainage Bond No. 0254305 0%				\$ -	\$ -	\$ -	\$ -			
		Amount Due Progress Estimate No. 4 & Final				\$ 834,641.68	\$ 834,641.68	\$ 801,604.63	\$ 33,037.05			

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

Justin Bellamy
Digitally signed by Justin Bellamy
Date: 2024.01.29 09:36:39-08'00'

Justin L. Bellamy, PE

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

Marcus Goodman

Goodman & Mehlenbacher Enterprises Inc.

CONSTRUCTION PROGRESS ESTIMATE - SCHEDULE OF VALUES

City of Grandview

Sludge Drying Bed Improvements (PH2)



HLA PROJECT NO.: 19140B-C

TO: Goodman & Mehlenbacher

PO Box 5949

Kennewick, WA 99336

BID ITEM NO.	BID ITEM NAME	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	PERCENT OF ITEM COMPLETE
2	Mobilization	50% Payment upon 5% Completion of Schedule A	1	LS	\$ 7,938.90	\$ 7,938.90	100.00%
2	Mobilization	100% Payment upon 10% Completion of Schedule A	1	LS	\$ 7,938.90	\$ 7,938.90	100.00%
2	Mobilization	Remaining Sch A Mobilization Paid at Substantial Completion	1	LS	\$ 41,122.20	\$ 41,122.20	100.00%
9	Mobilization	50% Payment upon 5% Completion of Schedule B	1	LS	\$ 9,000.00	\$ 9,000.00	100.00%
9	Mobilization	100% Payment upon 10% Completion of Schedule B	1	LS	\$ 9,000.00	\$ 9,000.00	100.00%
15	Mobilization	50% Payment upon 5% Completion of Schedule C	1	LS	\$ 9,000.00	\$ 9,000.00	100.00%
15	Mobilization	100% Payment upon 10% Completion of Schedule C	1	LS	\$ 9,000.00	\$ 9,000.00	100.00%



PROJECT NAME: Sludge Drying Bed Improvements (PH2)

PROJECT NUMBER: 19140B-C

Date Work Physically Completed:

Final Contract Amount: \$834,641.68

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

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

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

Contractor: Goodman & Mehlenbacher Enterprises Inc.

Address: PO Box 5949
Kennewick, WA 99336

Authorized Official: Marcus Goodman Date: Jan 23, 2024
Contractor Signature

Print Name: MARCUS GOODMAN Title: Vice President

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE SLUDGE DRYING BED IMPROVEMENTS – PHASE 2
AS COMPLETE**

WHEREAS, the City contracted with Goodman & Mehlenbacher Enterprises, Inc., to perform work for the Sludge Drying Bed Improvements – Phase 2; and,

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

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

The City of Grandview accepts the Sludge Drying Bed Improvements – Phase 2 as complete and authorizes staff to release the retainage to Goodman & Mehlenbacher Enterprises, Inc., once the conditions in the January 29, 2024 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2024.

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 Headworks Bypass Improvements as complete	AGENDA NO.: New Business 4 (C) AGENDA DATE: February 13, 2024
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A

DEPARTMENT DIRECTOR REVIEW
Hector Mejia, Public Works Director

CITY ADMINISTRATOR 	MAYOR 
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ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)
None

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.
Industrial Construction of WA has completed the construction of the Headworks Bypass Improvements. Staff recommends Council accept the project as complete once the requirements in the January 30, 2024 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

ACTION PROPOSED
Move a resolution accepting the Headworks Bypass Improvements as complete to a regular Council meeting for consideration.

Anita Palacios

From: Deanna Dillon <ddillon@hlacivil.com>
Sent: Thursday, February 1, 2024 8:13 AM
To: Hector Mejia; Shane Fisher; Anita Palacios; Sue Desallier; Lillian Veliz
Cc: Taylor Denny; Angie Ringer; Jakob Michael; Justin Bellamy
Subject: 22211C - GV - Headworks Bypass Improvements - Recommendation of Project Acceptance
Attachments: 2024-01-30 - 22211C - Project Acceptance Recommendation.pdf

CAUTION: External Email

Good morning, Hector, and Shane,

Please see the attached Recommendation of Project Acceptance for the above referenced project. Provide the Resolution authorizing Project Acceptance once available.

The following One Drive link contains the Final Punchlist, PDF set of Record Drawings, Final Contract Voucher Cert, and the Labor Documents associated with the project. Please download and save them in your project files in case they are needed for future audits. Our office will retain the electronic files for the project should the City need them in the future.

[22211C - GV - Headworks Bypass Improvements](#)

If you have any questions or if there's anything else we can provide, please contact our office.

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

January 30, 2024

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

Attn: Hector Mejia, Public Works Director

Re: Headworks Bypass Improvements
HLA Project No.: 22211C
Project Acceptance

Dear Mr. Mejia:

This letter serves as our recommendation for acceptance for the above referenced project by the City of Grandview. We have reviewed the work performed by Industrial Construction of WA on this project and believe it has been completed satisfactorily. If everything is acceptable, please provide a copy of the City of Grandview resolution authorizing project acceptance.

Once the project has been accepted as complete by the City, the required "Notice of Completion of Public Works Contract" will be completed by HLA and sent to the Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD) on the City's behalf through our access to the City of Grandview Labor and Industries portal.

The retainage amount of \$8,281.34 on this project may be released after acceptance of the project and when the City of Grandview has received a lien release from DOR, L&I, and ESD, and upon confirmation the City has received no additional liens relating to this project.

A One Drive link is being emailed to you with this recommendation for project acceptance. Please use the link to download and save your electronic project documentation.

Documentation being provided to the City of Grandview for this project includes:

- ❖ A Contractor signed punch list confirming all items identified during the final walkthrough were completed. HLA has verified and confirmed that all items were completed.
- ❖ A PDF set of Record Drawings.
- ❖ The Final Contract Voucher Certification signed by the contractor, stating that all labor and materials furnished on this project have been paid for.
- ❖ The required project labor documentation including:
 - Requests to Sublet and Contractor Verifications for the Prime Contractor and all Subcontractors.
 - A Statement of Intent to Pay Prevailing Wages and Affidavits of Wages Paid approved by the Department of Labor and Industries for the Prime Contractor and all Subcontractors.

City of Grandview
January 30, 2024
Page 2

Our office will retain an electronic copy of the project file should the City need it in the future.

Please provide us with a copy of your notice releasing the retainage amount of \$8,281.34 due to Industrial Construction of WA (after required steps have been met) to complete the project file.

Please contact this office if you have questions or need additional information.

Sincerely,



Digitally signed by Justin
Bellamy
Date: 2024.01.31
16:27:18-08'00'

Justin L. Bellamy, PE

JLB/dld

Enclosures

Copy: Andy Peters, Julie Peters, Industrial Construction of WA
Taylor Denny, Angie Ringer, Jakob Michael, HLA
Shane Fisher, Anita Palacios, Sue Desallier, Lillian Veliz, City of Grandview

RESOLUTION NO. 2024-____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE HEADWORKS BYPASS IMPROVEMENTS AS COMPLETE**

WHEREAS, the City contracted with Industrial Construction of WA to perform work for the Headworks Bypass Improvements,

WHEREAS, the City's Public Works Director has determined that the work performed by Industrial Construction of WA on this project is complete and ready for final acceptance by the City Council,

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

The City of Grandview accepts the Headworks Bypass Improvements as complete and authorizes staff to release the retainage to Industrial Construction of WA once the conditions in the January 30, 2024 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

ITEM TITLE	AGENDA NO.: New Business 4 (D)
Lower Valley Pathway Resurfacing Improvements Requests for Qualifications for Municipal Engineering Services	AGENDA DATE: February 13, 2024
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Public Works Department	N/A

DEPARTMENT HEAD REVIEW

Shane Fisher, City Administrator 

CITY ADMINISTRATOR  **MAYOR** 

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

The City solicited Requests for Qualifications (RFQ) from consulting firms with expertise in civil and structural engineering design and construction engineering services for the Lower Valley Pathway Resurfacing Improvements. This project is being funded through the American Rescue Plan Act (ARPA) and consists of resurfacing approximately four (4) miles of existing recreational pathway. Construction of the proposed project is expected to start Spring of 2024.

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.

The City advertised and received one proposal from HLA Engineering and Land Surveying, Inc., of Yakima, WA. HLA has been providing municipal engineering services to the City of Grandview since 1989 and have always provided quality work.

ACTION PROPOSED

Move that HLA Engineering and Land Surveying, Inc., be selected as the most qualified municipal engineering firm for the Lower Valley Pathway Resurfacing Improvements and direct staff to negotiate a professional service/consultant agreement with said engineering firm for presentation at a regular Council meeting for consideration.

**THE CITY OF GRANDVIEW
REQUEST FOR STATEMENT OF QUALIFICATIONS
ENGINEERING SERVICES**

PROPOSAL TITLE: Lower Valley Pathway Resurfacing
PROPOSAL DUE DATE: January 16, 2024

The City of Grandview solicits interest from consulting firms with expertise in Civil and Structural Engineering Design and Construction Engineering Services for the following project.

The City of Grandview reserves the right to amend terms of this "Request for Qualifications" (RFQ) to circulate various addenda, or to withdraw the RFQ at any time, regardless of how much time and effort consultants have spent on their responses.

Project Description

The work to be performed by the CONSULTANT consists of providing professional services to prepare Plans, Specifications and Estimate (PS&E), construction administration and observation, environmental documentation and permit preparation, surveying, project management, and geometrics and hydraulics engineering for the Lower Valley Pathway Resurfacing Improvements. The proposed project is being funded through the American Rescue Plan Act (ARPA) and consists of resurfacing approximately 4 miles of existing pathway. Construction of the proposed project is expected to start Spring of 2024. Specific project cost estimates shall not be requested until a consultant has been selected.

The City of Grandview reserves the right to retain the services of the successful firm for any subsequent phases (CN) associated with this project.

Evaluation Criteria

Submittals will be evaluated and ranked based on the following criteria:

- 1) Qualification of Proposed Project Manager
- 2) Qualifications/Expertise of Firm
- 3) Ability to meet schedule
- 4) Approach to project
- 5) Familiarity with WSDOT/FHWA standards
- 6) Past performance/References

Submittal

Submittals should include the following information: Firm name, phone and fax numbers; Name of Principal-in-Charge and Project Manager; and Number of employees in each firm proposed to project.

Please submit three (3) copies of your Proposal to: Shane Fisher, 207 West Second Street, Grandview, WA 98930, no later than 5:00 p.m. on **January 16, 2024**. Submittals will not be accepted after that time and date. Any questions regarding this project should be directed to sfisher@grandview.wa.us.

Americans with Disabilities Act (ADA) Information

The City of Grandview in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities.

Title VI Statement

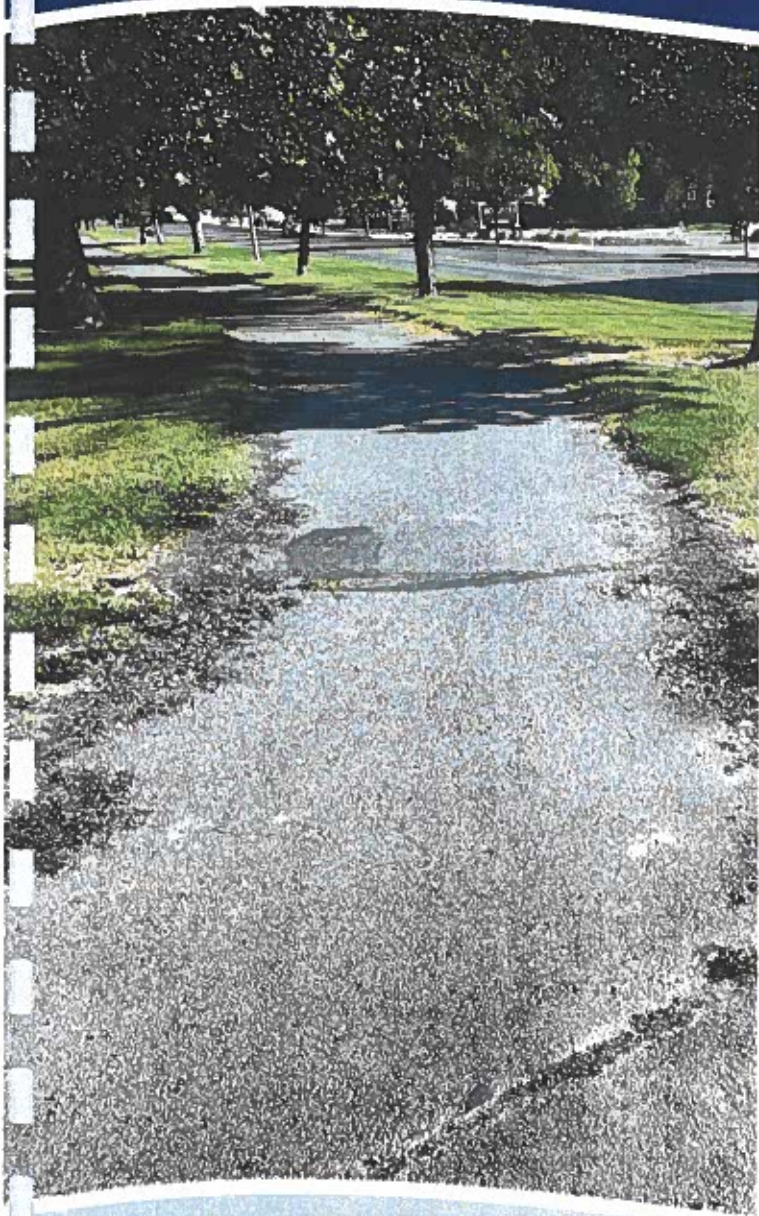
The City of Grandview, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

All prospective consultants must be advised that federally funded projects will be held to Federal EEO requirements. Consultants will also be held to ADA and Civil Rights language for the employing Agency.

Dates of publication in the Grandview Herald: December 20 and 27, 2023

CITY OF GRANDVIEW

Lower Valley Pathway Resurfacing Improvements



January 2024
STATEMENT OF
QUALIFICATION **27**



January 16, 2024

City of Grandview
207 West Second Street
Grandview, WA 98930

Attn: Shane Fisher
City Administrator

Re: Statement of Qualifications
Municipal Engineering Services
Lower Valley Pathway Resurfacing

Dear Shane:

Grandview's Lower Valley Pathway Resurfacing project will involve resurfacing six miles of recreational pathway from the City of Sunnyside's Park and Ride facility to Grandview's Park and Ride facility. Improvements will include vegetation removal, crack sealing and resurfacing of the pathway, and increasing the shoulder width of this highly traveled pedestrian pathway bordering the Yakima Valley Highway. With bicycle tours of the Yakima Valley wineries growing in popularity, as well as the many walkers, joggers, and sight seers, the City recognizes the importance of maintaining this "open space corridor," as a safe route. This project received American Rescue Plan Act (ARPA) funding in the amount of \$600,000 in February of 2023. The Cities of Grandview and Sunnyside are collaborating on this important project and providing additional funding to complete the effort.

HLA Engineering and Land Surveying, Inc. (HLA), is currently designing the Wine Country Road Sidewalk and Pathway Improvements project, as well as improvements to the Park and Ride. Continuing efforts to complete this pathway project for the City of Grandview seems only natural, as it will benefit the City by keeping project design continuity. Through our past projects with the City of Grandview, we understand the following keys to success:

- **Project understanding:** A clear understanding of the project scope and estimated costs will improve collaboration between the consultant and the City. HLA has been involved in numerous City sidewalk and pathway projects, including ARPA funded projects, so we are knowledgeable of associated federal requirements.
- **Project Management:** HLA has a demonstrated history of delivering successful projects for the City of Grandview. As project manager, Stephen Hazzard, PE will make certain overall project communication, scheduling, and commitment are a priority for this project.

HLA would like to be part of your Lower Valley Pathway Resurfacing project to address pedestrian safety needs and encourage non-motorized transportation and use of this "open space corridor," and valuable lower valley asset. We look forward to continuing to serve the City of Grandview.

Very truly yours,

A handwritten signature in blue ink that reads "Michael T. Battle".

Michael T. Battle, PE
President



Highlights

Following are highlights of HLA's experience and ability to provide outstanding service to the City of Grandview:

Specific Experience: HLA specializes in providing municipal engineering services to public agencies. We have completed innumerable federally funded street projects for rural communities, including several for Grandview. We prepared the funding application for the Wine Country Road Sidewalk and Pathway Improvements project and have worked on many other pedestrian safety improvement projects throughout the City. Therefore, we are very familiar with the project requirements.

American Rescue Plan Act (ARPA) Funding Experience: ARPA funding was a one-time funding opportunity for COVID-19 financial relief. Yakima County announced they intended to distribute the funding to County jurisdictions, agencies, private companies, and non-profits, to be spent within eligible categories outlined in the US Department of Treasury for ARPA Fiscal Recovery Funds. HLA assisted ten communities to develop seventeen projects for the Yakima County call for projects. Seven jurisdictions were awarded funding equaling over \$5 million dollars. ARPA federal funds are managed through Yakima County and specific provisions must be included in both consultant and construction contract agreements. HLA understands the procedures and continues to provide the documentation needed to successfully administer use of the funds.

Key Personnel: The HLA team works on municipal projects every day. All personnel are familiar with Grandview needs and recognize the necessity to work with your staff. We have learned to act as an extension of City staff, developing personal relationships, and taking ownership in your projects. Our people have specific street, sidewalk, intersection, and pathway design experience, and knowledge of federal funding programs.

Availability: HLA has a staff of 58 with 12 registered engineers, two licensed surveyors, and a strong support team. We work closely together and are well coordinated to deliver consistent and successful results. We are ready and available to deliver this important infrastructure improvement project for the City.

Professional Reputation and References: Not only does HLA receive positive feedback from our clients, but we also receive accolades from the funding agencies we work with. We encourage you to contact the references we have provided at the end of this Statement of Qualifications.

"The City considers this contract complete and thanks you for your service, delivering on time, and under budget."

*- Bill Preston, PE
City Engineer*

"Whenever we hear HLA has engineered and performed construction contract administration on a project we are auditing, we have no concerns all will be in order and will go smooth and quick."

- State Auditor

"Thanks for sending me the easiest A/19 ever! We have approved the request and will send it to accounting."

- Department of Health



Qualifications of Project Manager

Stephen Hazzard, PE will be the Project Manager for this project. Stephen has managed a significant number of transportation infrastructure projects in Central Washington, and over a dozen street projects for the City of Grandview. He is currently designing your Wine Country Road Sidewalk and Pathway Improvements project and has intimate knowledge of the details required to successfully complete this pathway project. The timing is right for Stephen and HLA to add this project to our schedule. We understand the scope of work and timeline of performance and anticipate no issues with project deadlines.

Because of Stephen's experience and familiarity with Central Washington construction requirements, response time is minimized. Solutions can be generated and discussed without significant additional research and responses provided with little delay.

Building realistic project schedules, establishing target dates, and committing to completion by the set dates are all fundamental to HLA's project management process. The work scope is thought out and detailed at the beginning of the project, and management of consultant fees ensures cost control. Project cost overruns are mitigated through accurate cost estimating at the outset of the project, as well as clear and concise plans and specifications prepared in the design phase. Construction contract language is implemented to protect the City and reduce potential contractor claims.

Qualifications/Expertise of Firm

The HLA office is located at 2803 River Road in Yakima, 45 minutes from the Sunnyside Park and Ride and west end of the Lower Valley Pathway project area. HLA employees work from this office with quick access to Grandview and the project site. Key team members for this project will be able to efficiently address needs as they arise.

Being familiar with Central Washington construction conditions and impacts will aid in project scoping. Project costs can be readily identified, allowing for cost-effective and affordable construction packages. HLA is familiar with local conditions and has a thorough understanding of Central Washington construction contract requirements. Local contractors are familiar with our plans and specifications and are comfortable bidding on our work because they trust the quality and level of consistent design in our projects.

HLA Engineering and Land Surveying, Inc. will deliver a quality project that is biddable, constructable, maintainable, and improves safety and accessibility for the Grandview community.



Phone: (509) 966-7000

Fax: (509) 965-3800

www.hlacivil.com

Principal-In-Charge: Mike Battle, PE

Project Manager: Stephen Hazzard, PE

Number of Employees: 58





MICHAEL T. BATTLE, PE, Principal-in-Charge

Registration: Professional Civil Engineer - Washington

Education: BS 1993 Washington State University - Civil Engineering

Mike has more than 31 years of experience, 30 of those with HLA, in planning, design, and full project administration of various municipal and private development projects, including airports, city streets, county roads, highways, residential subdivisions, commercial developments, domestic water, sanitary sewer, wastewater treatment facilities, storm drainage, and irrigation systems. He assists clients with initial project scope and comprehensive planning, financing strategy development, funding application preparation, and project implementation and administration. Mike directs and participates in the preparation of construction plans, specifications, and estimates, and coordinates and supervises construction observation and surveying activities.



President

Representative Project Experience:

- Grandview - Old Inland Empire Highway Improvements
- Grandview - Wine Country Road and McCreadie Road Roundabout
- Grandview - West Fifth Street Resurfacing
- Grandview - East Fourth Street Neighborhood Improvements
- Grandview - Forsell Road Sidewalk Extension
- Grandview - Bonnieview Road Improvements
- Grandview - General Services Projects

STEPHEN S. HAZZARD, PE

Registration: Professional Civil Engineer - Washington

Education: BS 2008 Washington State University - Civil Engineering

Stephen has 15 years of engineering experience, all of those with HLA. He is responsible for preparation of engineering reports, project grant/loan applications, environmental processes, design, and preparation of plans and specifications for municipal projects, including city streets, sanitary sewer systems, domestic water systems, and drainage systems. Stephen has the responsibility within our firm of coordinating grant/loan applications (over 125 to date) and navigating projects through environmental compliance requirements. He has extensive knowledge and experience in coordinating, managing, and completing required SEPA and NEPA environmental processes (over 50 NEPA compliance efforts to date).



Project Manager

Representative Project Experience:

- Grandview - Wine Country Road Sidewalk and Pathway
- Grandview - Wine Country Road Park and Ride Improvements
- Grandview - Wine Country Road and McCreadie Road Roundabout
- Grandview - Wine Country Road Resurfacing
- Grandview - Stover Road Resurfacing
- Grandview - West Fifth Street and Elm Street Resurfacing
- Grandview - Dykstra Park Pathway and Rocky Ford Road Resurfacing



TANNER J. LANGE, EIT

Education: BS 2023 Washington State University - Civil Engineering

Tanner began working at HLA during the summer of 2022 as an intern while completing his degree at Washington State University. Once he finished his education and attained his Engineer in Training certification, he began full-time employment at HLA in 2023 as a project engineer. Tanner is responsible for preparation of plans and specifications, cost estimates, engineering reports, environmental permitting, exhibits for funding applications, and project design. His HLA project experience includes the City of Grandview - Wine Country Road and McCreadie Road Roundabout project, City of Selah - Fremont Avenue Sidewalk project, City of Pasco - Oregon Avenue (SR 397) Overlay project, and City of Yakima Stormwater Division - CIPP DID Rehabilitation project.



Project Engineer

Representative Project Experience:

- Grandview - Wine Country Road Sidewalk and Pathway
- Grandview - Wine Country Road and Higgins Way Improvements
- Grandview - Stover Road Railroad Crossing Improvements
- Grandview - Wine Country Road and McCreadie Road Roundabout
- Grandview - Wine Country Road Resurfacing
- Grandview - Wine Country Road Park and Ride Improvements
- Grandview - General Services - 2024-2029 Six Year TIP Updates and Construction Standards Update

TIMOTHY D. FRIES, PLS, CFEDS

Registration: Professional Land Surveyor - Washington

Education: BS 2000 Central Washington University - Geography and Land Studies

Tim has more than 22 years of experience in land surveying, all of those with HLA. He is responsible for project organization, survey research, construction calculations, boundary computations, writing legal descriptions, and survey drafting. He is proficient in running Leica Total Stations, Data Collectors, and GPS receivers. He often accompanies our field survey crews, assisting with topographic mapping, setting survey control, boundary surveys, and construction staking. Tim is also our Certified Federal Surveyor (CFedS).



Project Surveyor

Representative Project Experience:

- Grandview - Wine Country Road Park and Ride Improvements
- Grandview - Wine Country Road and Higgins Way Improvements
- Grandview - Wine Country Road and McCreadie Road Roundabout
- Grandview - West Fifth Street and Elm Street Resurfacing Improvements
- Grandview - Cemetery Improvements
- Grandview - Source Well Improvements
- Grandview - Wine Country Road Improvements



TAYLOR L. DENNY

Education: BS 2003 Montana Technological University - Mechanical Engineering

Taylor joined HLA in 2023 with over 19 years of experience, eight of those years working as a project engineer, and 12 years managing construction projects and engineering teams. He manages HLA's construction inspection and administration teams, providing project oversight from bid to project completion. With a unique understanding of both the design and construction processes, he reviews plans and specifications prior to bid and coordinates construction inspection schedules and resources. Taylor is skilled at problem solving and effectively communicates with project stakeholders, including the client, contractor, and HLA staff.



*Director of
Construction Operations*

Representative Project Experience:

- Grandview - Old Inland Empire Highway (OIE) Sanitary Sewer Improvements
- Grandview - West Fifth Street and Elm Street Resurfacing Improvements
- Grandview - Wine Country Road and McCreadie Road Roundabout
- Sunnyside - 6th Street Improvements
- Selah - Valleyview Avenue/S. Third Street/Southern Avenue/S. First Street
- Cle Elum - Cle Elum Park and Ride
- Yakima - Nob Hill Boulevard and Pacific Avenue Sidewalk Improvements

ANGELA S. RINGER

Education: Yakima Valley Community College

Angela came to HLA in 2021 with over ten years of experience in engineering contract administration. She is responsible for construction contract administration, including written and verbal communication with the client, contractor, and HLA staff. Angela creates system files for awarded projects, processes contractor submittals prior to award of contract, and materials submittals during the contract. She is adept at creating, reviewing, and processing contract documents, progress payment requests, and project change orders. Angela addresses project funding requirements, submits funding reimbursements, and prepares final project closeout documentation. Her understanding of funding requirements ensures a successful audit.



*Contract
Administrator*

Representative Project Experience:

- Grandview - West Fifth Street and Elm Street Resurfacing Improvements
- Grandview - Wine Country Road Resurfacing
- Grandview - Wine Country Road and McCreadie Road Roundabout
- Grandview - Stormwater Improvements
- Grandview - Sanitary Sewer Trunk Main Replacement
- Yakima - Summitview Avenue Resurfacing
- Sunnyside - 6th Street Improvements



Ability to Meet Project Schedule

It is the City's desire to begin construction in 2024. HLA has the resources available to move forward with design without delay. We've prepared the following schedule based on the desired construction date.

Lower Valley Pathway Resurfacing	
Project Milestone	Completion Date
RFQ Response	January 16, 2024
Engineering Consultant Selection	February 9, 2024
Design Contract Executed	February 27, 2024
Project Kick-off Meeting	March 11, 2024
Begin Pre-Design and Topographic Survey	March 18, 2024
30% Design Concept Plans and NEPA Kick-off Meeting	April 8, 2024
30% Design Concept Review Meeting with City	April 12, 2024
60% Plans, Specifications, and Estimate (PS&E) Submission	May 6, 2024
60% PS&E Review Meeting with City	May 15, 2024
90% PS&E Submission	June 3, 2024
90% PS&E Review Meeting with City	June 12, 2024
100% PS&E Submission	June 24, 2024
Advertise for Bids	June 26 and July 3, 2024
Bid Opening	July 17, 2024
Bid Award	July 23, 2024
Begin Construction	September 3, 2024
End Construction (45 working days)	November 4, 2024



Meeting project schedules is fundamental to HLA. We have found several factors play a critical role in our ability to meet schedules and adjust staffing when necessary to meet client expectations:

- Developing a joint understanding of project requirements and distribution of tasks. Open, honest, and frequent communication with the Project Manager and all entities involved will provide a clear understanding of City objectives.
- Building realistic project schedules, establishing target dates, and committing to completion by the set dates. Schedules must be well thought out and include necessary agency tasks affecting the timeline, such as submittal procedures and dates.
- Providing regular productivity updates. HLA maintains a master project schedule that includes all projects undertaken by our office. This master schedule ensures your project will receive the required resources to meet critical timelines. Our schedule is further managed by frequent progress checks against the project schedule. As a result, regular corrections can be made to keep projects on schedule and within budget.



*City of Yakima
Randal Park Improvements
Walking Paths*

Approach to Project

This pathway project will improve public safety by clearing vegetation to improve vision for pathway travelers, crack sealing, and resurfacing to lengthen the life of the paved surface and improving the gravel shoulder to give travelers additional space in the event of oncoming bicyclists or larger crowds of pedestrians.

As shown in the exhibit on page nine, improvements will be made to six miles of pathway.

The Lower Valley Pathway Resurfacing project is included in the City of Grandview's "Comprehensive Parks, Recreation, and Open Space Plan" (Plan) and is identified as a corridor including lands that are useful for recreation, wildlife habitat, trails, and connection of critical areas.

A long-range idea the City is considering per their Plan is to eventually link the Lower Valley Pathway with the existing Greenway located in the upper valley near the City of Yakima. The Lower Valley Pathway Resurfacing project and the Wine Country Road Sidewalk and Pathway Improvements project are integral steps in making the future Greenway connection vision a reality. HLA is excited to be a part of these vital steps by assisting the City of Grandview.



*Town of Naches
Naches Trail Link and
Pedestrian Lighting*



From our experience with similar pathway projects, and our considerable project history in Grandview, the factors described below are important to the success of the Lower Valley Pathway Resurfacing project.

Project Management: HLA has an extraordinary history of project management and relevant recent experience in all work tasks necessary for the successful delivery of the Lower Valley Pathway Resurfacing project. Full design services, preparation of plans, specifications, and estimate (PS&E), environmental processes and permitting, land surveying, and construction administration and observation, for a complete project are all elements in which HLA excels. HLA's specialized experience with federally funded projects, combined with our past work and familiarity with the City of Grandview and its staff, will ensure a successful project.

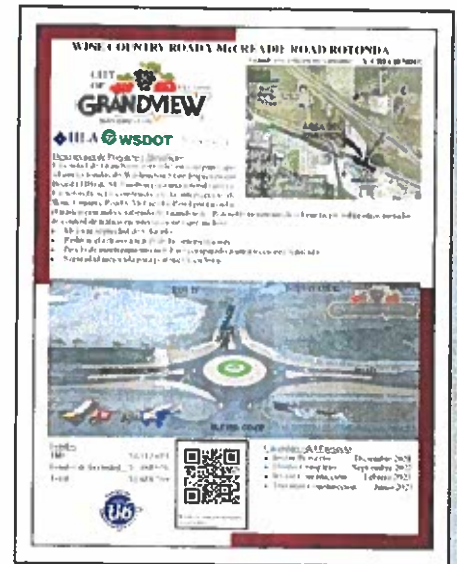
Project Coordination: Through our efforts in delivering successful federally funded projects, we have developed strong working relationships with permitting agencies and stakeholders. Important for this project is HLA's established rapport with those cooperatively responsible for maintenance of the Lower Valley Pathway, including Yakima County and the City of Sunnyside.

Public Communication: Through our experience on similar pathway projects, HLA developed procedures and an understanding of the needs for sound public relations. Discussing the project with Council and stakeholders early in the process will improve public relations and the public's experience throughout the duration of design and construction. We can provide support by preparing well thought out materials and staging plans for City Council and staff presentations. HLA can assist the City in formulating news releases to inform the community of the project scope, duration, and impacts to daily pathway use and park and ride access. Clear communication with the public is critical to set expectations and prevent conflicts.

Our process begins with a clearly defined scope that outlines project goals and challenges. After developing an attainable schedule and appropriate budget, we will then efficiently facilitate the project delivery process, ensuring the project schedule is maintained, managing all tasks and team members, and maintaining open communication with the City.



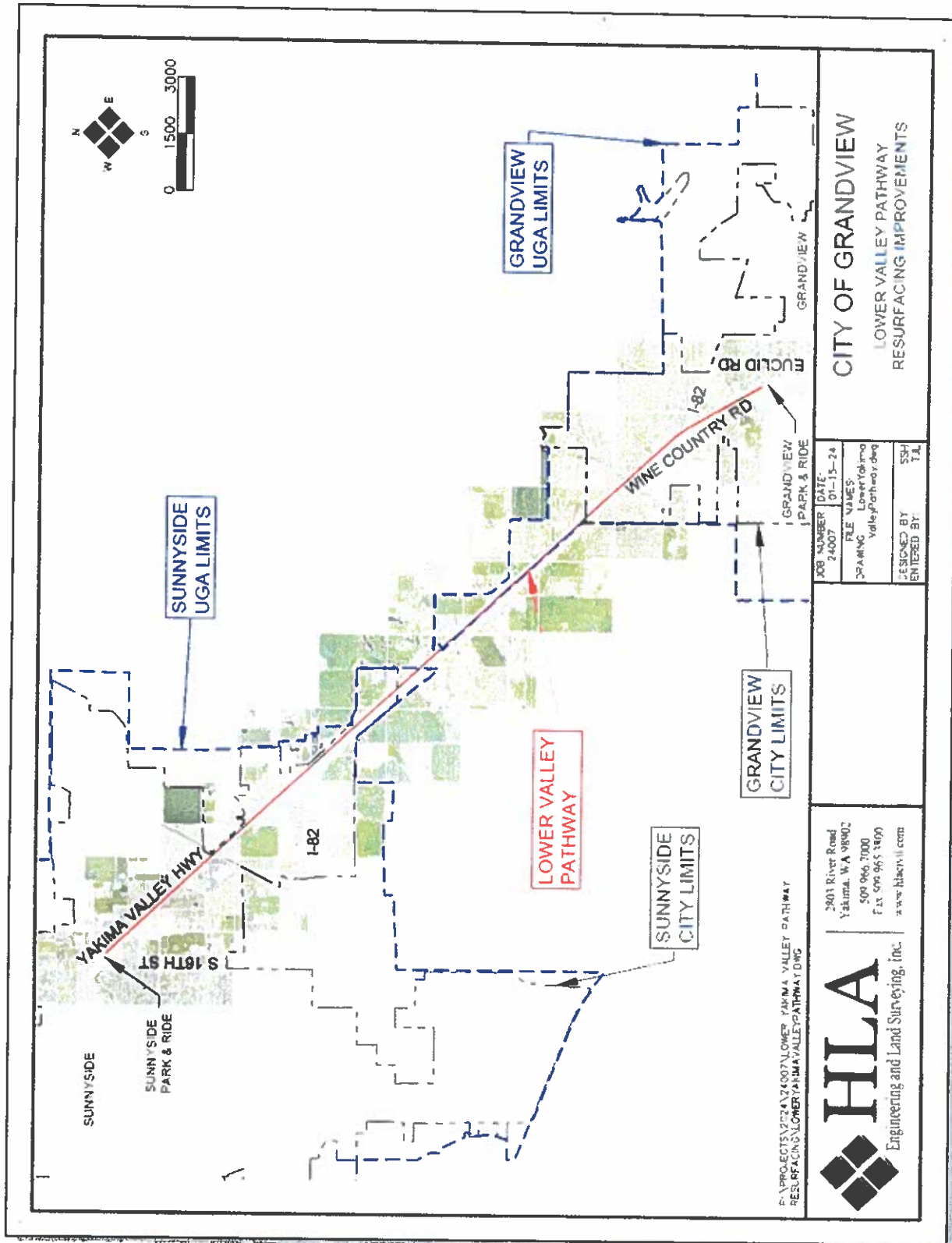
Wine Country Road and McCreadie Road Roundabout English Project Flyer



Wine Country Road and McCreadie Road Roundabout Spanish Project Flyer



PROJECT APPROACH





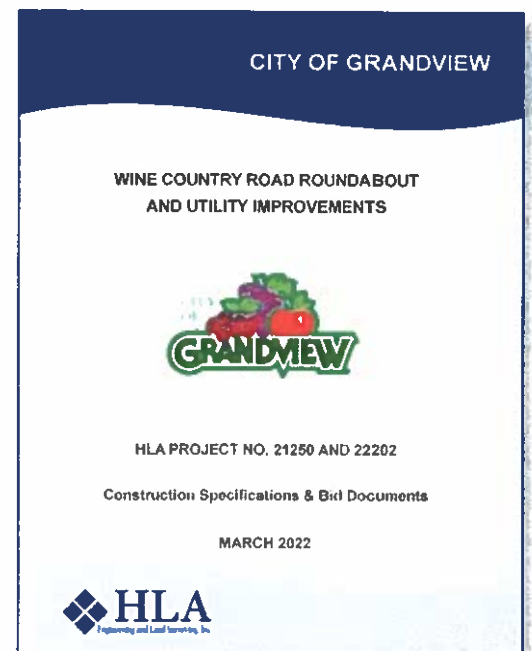
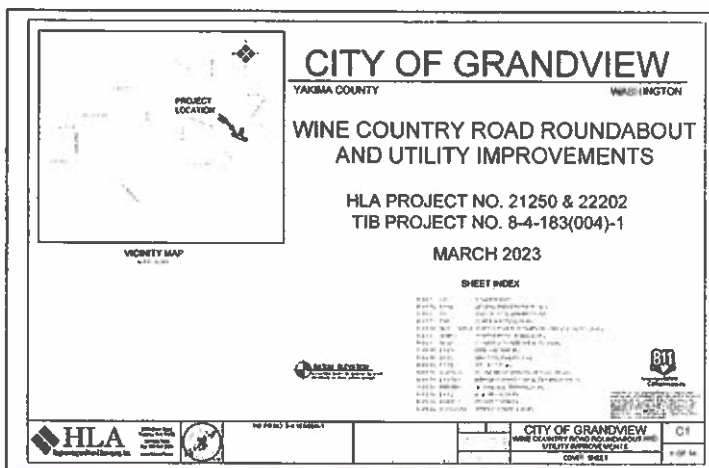
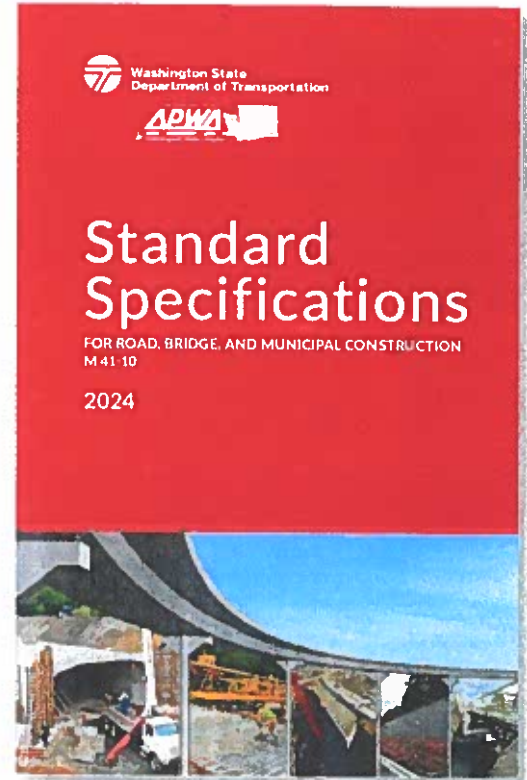
Plans, Specifications, and Estimates

Successful infrastructure projects begin with expert preparation of construction plans, specifications, and estimates. Contract documents must address public procurement procedures and include both local and funding agency requirements.

Competitive bids are then secured, followed by timely funding reimbursements. HLA's ability to assist the City of Grandview is based on completion of more than 1,000 infrastructure projects, including streets and bridges, water, sewer, irrigation facilities, and parks and pathways.

Examples of past HLA infrastructure improvement projects are enclosed for your review. This extensive experience benefits the City of Grandview in the following areas:

- Use of the WSDOT/APWA Standard Specification format to provide consistency and contractor familiarity.
- Development of an extensive library of proven standard details to be used in concert with Grandview details.
- Improved quality using in-house checklists for design and preparation of contract documents, and procedures for document review by HLA and the City.
- Budget control through frequent interaction with Grandview staff; recognizing a clear understanding of project scope, budget, and expectations is important to controlling costs.





Construction Support Services

HLA provides construction support (administration) and inspection services for 25 to 35 construction projects each year. Having been through state and federal audits of projects utilizing a wide variety of funding sources, our field and office staff have developed procedures to ensure Grandview will have the documentation needed for a successful audit regardless of the type of funding.

The below construction support services we provide are client-driven and will be adjusted to best interface with Grandview staff.

- Conduct weekly construction meetings:
 - ◊ Monitor the contractor's progress and adjustments necessary to meet the completion date
 - ◊ Discuss quality of completed work and changes needed for compliance with specifications
 - ◊ Anticipate problems and determine how to pay for work outside the original scope (if required)
- Consider the following when recommending monthly progress payments to the contractor:
 - ◊ Status of required labor document submittals and requirement to be current within ten days of the end of each month for timely release of payment
 - ◊ Coordination of quantities among the City, resident engineer, and contractor
- Preparation of the Final Pay Estimate and contract closeout package:
 - ◊ Final Pay Estimate with final quantities accepted by the contractor
 - ◊ Recommendation to accept project as complete
 - ◊ Contractor's notarized statement indicating subcontractors have been paid
 - ◊ Notice of Completion form needed to initiate state agency review – Department of Labor and Industries, Department of Revenue, and Employment Security Department
- Monitor general contractor and subcontractor compliance with state labor standards:
 - ◊ Intents to Pay Prevailing Wages and Affidavits of Wages Paid
 - ◊ Check of monthly certified payrolls
 - ◊ Conduct employee wage rate interviews in the field
 - ◊ Issue letters of non-compliance and/or letters of missing documents
 - ◊ Additional contract requirements such as contractor licensing, current state industrial insurance, Disadvantaged Business Enterprise (DBE) status, and debarment (SAM)
- Assist Grandview with the required administration of grant/loan programs that are providing funding to the project:
 - ◊ Review local agency and funding agency grant/loan contracts and scope
 - ◊ Address and incorporate special environmental compliance procedures
 - ◊ Prepare agency reimbursement requests and final project closeout documentation



Stover Road Resurfacing



Environmental Compliance and NEPA Process

During the last ten years, our HLA staff successfully navigated 49 federally funded projects through the required NEPA environmental process. Based on this experience, we expect the Lower Valley Pathway Resurfacing Improvements project will be exempt from NEPA. Nonetheless, the environmental compliance process must be completed.

SEPA Categorical Exemptions are listed in WAC 197-11-800. The following exemption should apply to the railroad crossing project:

The construction or installation of minor road and street improvements by any agency or private party that include the following:

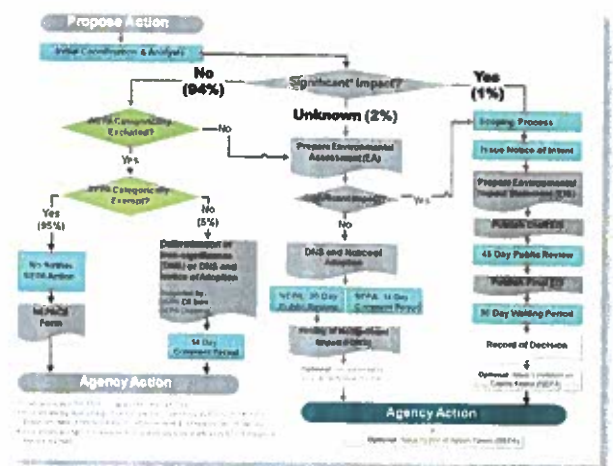
(i) Safety structures and equipment: Such as pavement marking, adding or removing turn restrictions, speed limit designation, physical measures to reduce motor vehicle traffic speed or volume...

(iv) Correction of substandard curves and intersections within existing rights-of-way, widening of a highway by less than a single lane width where capacity is not significantly increased and no new right-of-way is required.

HLA will assist Grandview through the environmental compliance process. Any other necessary forms will be submitted, processes followed, and appropriate notifications made. Though not anticipated, if any environmentally sensitive areas (wetlands, critical areas, etc.) are discovered during the design phase, causing interdisciplinary efforts for reports, HLA will have options to readily hire subconsultants as applicable to mitigate the impact to the NEPA schedule.



NEPA Categorical Exclusions A Guidebook for Local Agencies



NEPA and SEPA Environmental
Process Flowchart





Land Surveying Services

HLA has maintained a professional land surveying department during our 50-year history, providing "in house" land surveying services. With two licensed professional land surveyors, experienced full-time field crews, and state-of-the-art equipment, we are readily available to meet your surveying needs.

Our staff can assist with a wide variety of land surveying tasks, including:

- Technical reviews of plats, short plats, and boundary line adjustments
- Preparation of legal descriptions for property acquisitions, rights-of-way, and easements
- Topographic surveys for preparation of engineering design plans for streets and utilities
- Boundary and topographic surveys, including ALTA surveys
- Preparation of WSDOT/FHWA approved right-of-way plans
- Construction staking and pavement marking layouts
- GPS/GIS utility and resource inventory mapping
- FEMA flood elevation certifications and letters of map amendment

Unmanned Aircraft System - Drone Services

We have a professionally trained Drone pilot, with a Federal Aviation Administration Small UAS certification (FAA Part 107 License). To provide greater service to the City of Grandview, our drone capabilities include:

- Topographic surveys
 - ◊ Onboard GPS providing 2D, 3D, and elevation mapping
 - ◊ Aerial survey control
 - ◊ Drone overlay
- Construction observation
 - ◊ Monitor and record work progress in real time
 - ◊ Confirm stockpile quantities
 - ◊ Improve visibility and expedite approval during financing stages
- Aerial photography
 - ◊ Featured projects during construction and at completion
 - ◊ Local landmarks
- Facility monitoring
 - ◊ Inspection of reservoirs or structures without ground access





Past Grandview Successes

HLA takes pride in the work we do for the City of Grandview. In the last ten years, HLA has completed or is working for the City on the projects listed below. As a result, we have developed strong relationships with staff and understand the nuances of working through the City's bidding and construction administration processes.

Transportation Projects

- Wine Country Road Park and Ride Improvements
- Wine Country Road and Higgins Way Improvements
- Old Inland Empire Highway Improvements
- Wine Country Road and McCreadie Road Roundabout
- West Fifth Street and Elm Street Resurfacing Improvements
- Dykstra Park Pathway and Rocky Ford Road Resurfacing
- Stover Road Resurfacing
- Wine Country Road Resurfacing
- Elm Street and Fir Street Sidewalk Improvements
- West Fifth Street Resurfacing
- Wine Country Road Resurfacing - Ash Street to Fir Street
- Ash Street and Alley Paving Improvements
- Wallace Way Resurfacing
- Euclid Road/Wine Country Road Intersection and
- Forsell Road Half Street Improvements
- East Wine Country Plaza
- Birch Street Improvements
- East Fourth Street Neighborhood Improvements



*Wine Country Road and McCreadie
Road Roundabout*



*Elm Street and Fir Street Sidewalk
Improvements*

Water System Improvements

- Water Telemetry System Improvements
- Source Well Improvements
- Water Quality Evaluation and Well Siting Study
- Asahel Curtis Well (S17) Rehabilitation
- Water Telemetry System Upgrades
- Old Inland Empire Water Improvements

Sanitary Sewer Improvements

- East Game Pond Pipeline Replacement
- Headworks Bypass Improvements
- WWTP Utility Water Pump Controls
- Sanitary Sewer Trunk Main Replacement
- Sludge Drying Bed Evaluation and Design



*Sanitary Sewer Trunk Main
Replacement*

Other Projects

- Wine Country Road Sidewalk and Pathway
- Mike Bren Memorial Park Restroom
- Cemetery Improvements
- Stormwater Improvements
- Municipal Pool Improvements - Phase 2



Project Examples

Descriptions of a variety of sidewalk and safety improvement projects successfully completed by HLA are provided on the following pages. Note the different funding sources and project costs. Though the scope of the improvements may change, our interaction with clients, preparation of contract documents, assistance with funding agency requirements and reimbursements, and project administration services remain consistent.

"...we appreciate you helping us getting this project out ahead of schedule and under budget!!

HLA has been there for us in the past and it's reassuring that your quality company will be there in the future."

Bob Desgrosellier
Senior Engineer / Acting Chief Engineer

City of Grandview
Wine Country Road and
McCreadie Road Roundabout

TIB, SIED, and
Local Funds

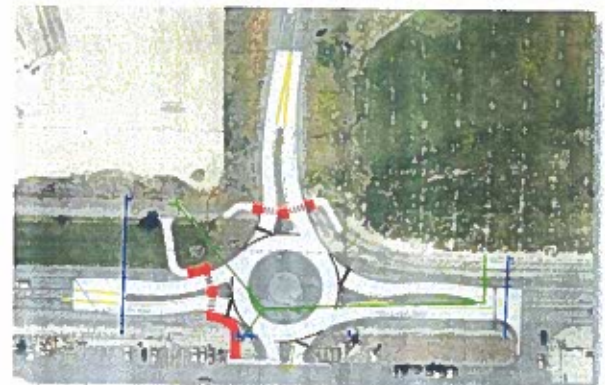
\$1,712,000
Approx.

The City received funding from the Washington State Transportation Improvement Board (TIB) for safety and function improvements to the Wine Country and McCreadie Roads intersection.

The project will reconstruct and improve the intersection with a roundabout, consisting of a two-lane urban section with curb and gutter, 10-foot shared use pathway, regional pathway connection, ADA ramps, storm drainage, and illumination system.

HLA is providing comprehensive engineering services, including topographic survey, environmental document preparation, right of way plans and acquisition assistance, design, specifications, estimate, bidding support, and construction observation and administration.

This project is scheduled for construction completion in early Spring 2024.



90% Design Plan



Town of Naches

WSDOT RMG
and Local Funds

Cleman's View Park - Park and Ride

\$564,000

With HLA's assistance, the Town applied for and received a Washington State Department of Transportation (WSDOT) Regional Mobility Grant for this park and ride project.

The project constructed a park and ride facility adjacent to the local Naches Event Center, picnic shelter, baseball fields, Naches River access, and to the Yakima Greenway path, all of which supports a more active lifestyle for citizens in the area. The facility also promotes ride sharing, fewer drive-alone trips, less vehicles, and reduces the overall carbon footprint along this corridor.

Improvements included 85 parking stalls, stormwater facilities, sidewalks, illumination, one electric charging station with additional conduit for future charging stalls, signage, pavement markings, and a bicycle rack. HLA provided topographic survey for design, plans, and specifications, assistance with environmental permitting, and construction observation and administration.



City of Zillah

WSDOT, Pacific Power
Grant, and Local Funds

**Teapot Dome
Park and Ride**

\$675,000

This project constructed a park and ride facility adjacent to three City of Zillah parks to encourage commuters to utilize local transit, carpools, and vanpools, and provide safe facilities for non-drivers.

Improvements consisted of 97 parking stalls, including two electric vehicle charging stations, storm drainage, illumination, and ADA compliant facilities. Considered a safer location, a nearby bus stop was relocated to this park and ride facility, and bicycle racks were installed. New pedestrian and bicycle amenities provide connectivity with Stewart Park, the Teapot Dome Visitors Center, and Veterans Memorial Park. Site amenities were added, including a grand entrance staircase, and two smaller stair entries to Stewart Park, featuring benches, trash receptacles, and signage.

HLA provided funding acquisition assistance, environmental coordination, topographic survey, design, plans, specifications, construction observation and management, funding administration, and aid with setting charging station usage rates.





City of Cle Elum

RMG and City Funds

Cle Elum Park and Ride

\$662,000

HLA assisted the City with applying for and receiving a Washington State Department of Transportation (WSDOT) Regional Mobility Grant to transform the existing gravel lot to a multi-modal park and ride facility. The Cle Elum Park and Ride provides carpooling opportunities between the east and west side of the Cascade Mountains, ultimately decreasing traffic on I-90.

The improvements consisted of 39 parking spaces, including ADA accessible stalls. Improvements also included pedestrian and bicycle amenities, a transit stop, storm drainage, landscaping, and infrastructure for future electric vehicle charging stations. The park and ride facility is adjacent to railroad tracks, therefore coordination with BNSF Railway Company was critical to project success.

HLA provided design plans, specifications, bidding, contract assistance, and construction observation and administration.



Town of Naches

TIB Complete Streets,
TAP, and Local Funds

**Naches Trail Link and
Pedestrian Lighting**

Phase 1	\$167,000
Phase 2	\$299,000
Phase 3	\$260,000
Total	\$726,000

Designed and constructed separately, these three projects installed decorative LED pedestrian lights along the Naches Trail (Yakima Greenway). Projects included design of new pathway link to the Naches Trail, decorative lighting, ADA facilities, benches, and trash receptacles. Fourteen of the lamps included hooks for flower baskets, irrigation drip lines, and arms for festive banners. This multi-purpose pathway is an important asset to the Naches community, providing safe pedestrian and bicycle travel for the Elementary school and recreationalists by connecting the Town to the City of Yakima via the Greenway.

HLA services included engineering design and bidding assistance, utility coordination and relocation, construction observation and management, and funding administration.





City of Selah
**Fremont Avenue Sidewalk
Improvements**

STBG Set-Aside and
Local Funds

\$342,000

This project created a continuous sidewalk system along Fremont Avenue, from North 1st Street to North 4th Street, improving pedestrian safety for students and families walking to and from two elementary schools and the Selah Intermediate School.

Work included ADA compliant sidewalk ramps, rapid flashing crosswalk systems, sidewalk, curb and gutter, relocation of a fire hydrant, pavement markings, and asphalt repairs.

HLA assisted with funding acquisition, engineering design, plans, specifications, cost estimate, bidding assistance, construction observation and management, and funding and contract administration.



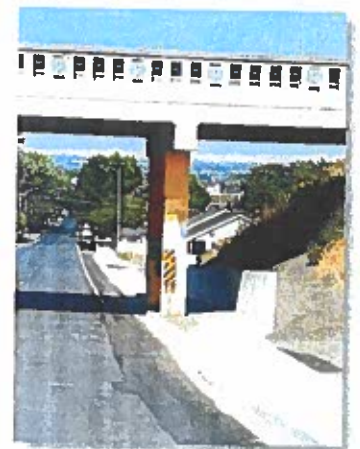
City of Prosser
Kinney Way Improvements

SRTS and Local Funds

\$650,000

As a main route to the Keene-Riverview Elementary School, the City of Prosser with HLA's assistance applied for and received Washington State Department of Transportation Safe Routes to School (SRTS) funding for Kinney Way sidewalk and safety improvements. Existing sidewalk was intermittent and unconnected, forcing pedestrians to walk in the roadway or in lawns of residents. Improvements included new five-foot sidewalks, curb and gutter, storm drainage, and 15 ADA complaint curb ramps. A portion of the new sidewalk runs under an overpass, where a retaining wall was required. The sidewalk project improves safety for pedestrians and school children traveling to and from school and included bicycle lane, pavement markings, and signage.

HLA services include funding application assistance, topographic survey, environmental compliance and permitting, design, specifications, bidding assistance, construction observation and management, and funding administration.





City of Selah	Local Funds
<u>Naches Avenue Sidewalk Improvements</u>	\$342,000

This project improved sidewalks along Naches Avenue from S. 2nd Street to S. Wenas Avenue, as well as an alley access on N. 1st Street. Some sidewalks in this area were layered with cement patching and had cracked, uneven surfacing. Sidewalks were placed closer to the buildings to allow deeper angled street parking, improving traffic safety by preventing larger parked vehicles from extending into the roadway. Work included 1,295 linear feet of cement concrete curb and gutter, sidewalks, and curb ramps.

HLA provided engineering design, plans, specifications, cost estimate, bidding services, and contract preparation. Construction services included bond and insurance review, preconstruction meeting, submittal review, and other support tasks. Construction inspection was provided by City of Selah staff.



Town of Harrah	TIB, STP, and Local Funds
<u>Harrah Road Sidewalk Improvements</u>	\$368,000
Branch Road to Harrah Elementary School	

Without sidewalks, curb and gutter, storm drainage, or adequate lighting, this much-needed project improved safety for vehicles, school buses, pedestrians (school children), and bicyclists. Construction was completed during the summer of 2016 and included new 8-foot cement concrete sidewalk, widening of the existing roadway to allow for parallel parking, curb and gutter, ADA curb ramps at all intersections, storm drainage improvements (including catch basins, pretreatment manholes, and infiltration trenches), utility adjustments, and other related work. A portion of improvements crossed railroad facilities which required coordination with Central Washington Railroad Company.

HLA provided funding application assistance, topographic survey, design, plans and specifications, services during construction, and funding administration.





City of Union Gap

TIB and
Local Funds

**Main Street
Reconstruction**

\$3,514,000

The area of this project is primarily industrial and commercial retail, with Main Street accessing Interstate 82 to the east, the Valley Mall to the north, and the Yakima municipal airport to the west. The project required right-of-way acquisition and assistance from Yakima County to widen the roadway.



Main Street was reconstructed from four lanes to a five-lane section, with a center turn lane. The existing asphalt overlay and cement concrete pavement slabs were removed, as well as curb and gutter. The new widened area includes HMA pavement, curb and gutter, sidewalks, storm drainage, illumination, traffic signal at Ahtanum Road, ADA compliant ramps, and pavement markings.



HLA provided funding application assistance, environmental coordination, design engineering, plans, specifications, bidding assistance, construction observation and management, and funding administration.

City of Cle Elum

TIB and
Local Funds

**Pine Street Pedestrian
Safety Improvements**

\$301,000

Pine Street had no pedestrian facilities, which forced foot traffic to walk in the roadway; and lack of sufficient street drainage was causing ponding and icing. As a heavily traveled direct connector between residential areas, businesses, and essential services, public safety improvements were imperative.



Rather than constructing sidewalk and curb and gutter the full length of Pine Street, a portion was designed and constructed through the City park as a multi-use pathway.

Work included new street stormwater catch basins; six ADA compliant curb ramps, two rapid flashing crosswalk systems, plastic sidewalk markings, pedestrian signage, retaining wall, sidewalk, curb and gutter; and an asphalt pathway through the park.



HLA provided assistance with funding acquisition, engineering design, plans, specifications, services during construction, and funding administration.



City of Toppenish

City Funds

Pioneer Park Pathway

\$153,000

This project added a 10-foot-wide paved walking path network to Pioneer Park, including a route around the perimeter of the park and several connecting paths for the playground equipment area, restroom facilities, and covered picnic shelter access.

This pathway was constructed to connect areas of existing sidewalks and paved surfaces, maintaining grade, and keeping transitions as seamless as possible. Construction included removing portions of existing paved areas, new hot mix asphalt pathways, fog seal, and seeded lawn installation. A parking lot was also designed and constructed, including storm drainage facilities, concrete ramp, signage, and pavement markings.

HLA provided design and estimate, specifications, and construction observation and administration.



City of Cle Elum

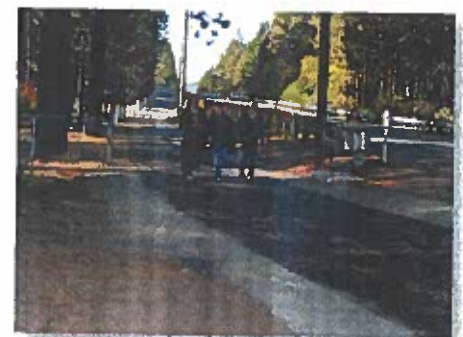
SRTS and
Local Funds

Progress Pathway

\$293,000

The City of Cle Elum constructed a 4,900 linear foot 10-foot-wide asphalt pedestrian/bicycle pathway with funding from the Washington State Department of Transportation Safe Routes to School program. The pathway links the Cle Elum/Roslyn Schools with downtown Cle Elum along State Route 903. Improvements included areas of retaining wall, fencing, and the pathway being separated from roadway by a 20-foot buffer zone. The route is popular with school children, bicyclists, and casual walkers.

HLA was responsible for project design, construction and administration services, and led the coordination effort to acquire right-of-way and easements along the pathway alignment. Construction challenges included deep cuts and fills, retaining wall construction, and utility relocation work.





City of Yakima
Randall Park Improvements

RCO Grant and
Local Funding

\$365,000

As part of the City of Yakima Parks and Recreation Department's 3-year plan for improvements to this 37-acre park, HLA provided an overall site plan, and layout and design for parking lots and walking paths. Engineering services included cost estimates, a drainage report, utility extensions, and ADA park access, as well as pedestrian bridge foundations and illumination system design. HLA's subconsultant, Connetix Engineering, Inc., provided electrical design. New pathways provided access to restrooms, observation deck, playground, picnic shelters, and basketball court. Parking areas were reconfigured and regraded to provide a total of 164 spaces. Vehicle access to both 44th Avenue and 48th Avenue was improved.

HLA provided preliminary surveying services required for design, plans and specifications, assistance during bidding, and survey during construction. Construction of improvements was performed by City forces.



City of Selah
**Volunteer Park Site
Improvements**

RCO Grant, Donations,
and City Funds

\$657,000
w/o Playground

This five-acre park was designed to accommodate children with disabilities and parents in wheelchairs, including ADA compliant restrooms, parking lot, pathway, and playground. Due to the site being a past fruit orchard, unacceptable levels of arsenic were found in the soil, and a cleanup plan was necessary. Contaminated soils were moved to planned paved surfaces and remaining areas were covered with protective fabric and city-stockpiled soil. Improvements included stormwater facilities, a driveway and parking lot with lighting, a walking path around the perimeter of the park, accommodations for future playground equipment, curb and gutter, fencing, and a city-furnished prefabricated concrete restroom building.

HLA provided topographic survey, design, plans, specifications, soil remediation coordination, and services during construction.





REFERENCES

Rocky Wallace

Public Works Director
City of Selah

Phone: (509) 698-7365

rocky.wallace@selahwa.gov

Recent Similar Projects

- Fremont Avenue Sidewalk Improvements
- Naches Avenue Sidewalk Improvements
- Valleyview Avenue/S. Third Street/Southern Avenue Improvements
- Civic Center Park and Ride Lot Improvements

Jeff Burkett

City Supervisor
City of Moxee

Phone: (509) 575-8851

jeff.burkett@co.yakima.wa.us

Recent Projects

- Morrier Lane Extension
- SR24 Pathway Extension
- SR24/Morrier Lane Intersection and Improvements
- Iler Street Sidewalk Improvements

Marty Groom

Public Works Director
City of Prosser

Phone: (509) 786-8201

mgroom@ci.prosser.wa.us

Recent Similar Projects

- Wine Country Road Lower Yakima Valley Pathway Connection
- Chardonnay Avenue and Merlot Drive Sidewalk Repairs
- Wine Country Road Resurfacing
- Kinney Way Improvements

Frank Brewer

Public Works Director
City of Tieton

Phone: (509) 725-5960

fbtieton@gmail.com

Recent Similar Projects

- Franklin Road Pedestrian Bridge
- Franklin Road Sidewalk
- Franklin Road Sidewalk and Pedestrian Bridge Permitting
- Pedestrian Bicyclist Program Applications

Rob Omans

City Administrator
City of Cle Elum

Phone: (509) 674-2262

romans@cleelum.gov

Recent Projects

- First Street Downtown Revitalization
- First Street and Douglas Munro Intersection Improvements
- Stafford Avenue and Second Street Pedestrian Improvements
- Citywide Safety Improvements

Bill Preston, PE

City Engineer
City of Yakima

Phone: (509) 576-6754

bill.preston@yakimawa.gov

Recent Similar Projects



- Nob Hill Boulevard Resurfacing and Pacific Avenue Sidewalk
- 72nd Avenue and W. Washington Avenue Roundabout
- Summitview Avenue Resurfacing
- Randall Park Improvements

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

ITEM TITLE	AGENDA NO.: New Business 4 (E)
Ordinance amending the 2024 Annual Budget	AGENDA DATE: February 13, 2024
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
City Treasurer	

DEPARTMENT DIRECTOR REVIEW

Matthew Cordray, City Treasurer 

CITY ADMINISTRATOR	MAYOR
	

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

Staff monitoring and review of fund and department budgets during the first month of 2024 has identified numerous budget accounts to be amended. An ordinance will be prepared to provide for the amending of the 2024 Annual Budget to accommodate the changes in sources and uses.

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.

- By Fund the highlights of the budget changes are:
- CURRENT EXPENSE FUND:** Increase estimated beginning fund balance. Increase appropriations for City Administrator Retirement, State Auditor Audits and Museum Memorial Ending Balance. Net effect is an increase in estimated ending fund balance.
 - AMERICAN RESCUE PLAN ACT FUND:** Increase estimated beginning fund balance. Increase appropriations for project balances not spent in 2023 as well as Mainstreet – Business Revenue Recovery, Flock Camera Maintenance, Police Department Facility, Marketing Materials and Survey, Pool Splash Pad, Park Playground Equipment, Pickleball Courts and Transfer Out – Cemetery. Net effect is a decrease in estimated ending fund balance.
 - YAKIMA CO. LAW & JUSTICE TAX FUND:** Increase estimated beginning fund balance with equal change in estimated ending fund balance.
 - STREET FUND:** Increase estimated beginning fund balance with equal change in estimated ending fund balance.
 - TRANSPORTATION BENEFIT DISTRICT FUND:** Reduction of estimated beginning fund balance with equal change in estimated ending fund balance.
 - CEMETERY FUND:** Increase estimated beginning fund balance. Increase revenues for Transfer In – ARPA Fund. Increase appropriations for New Cemetery Engineering. Net effect is an increase in estimated ending fund balance.

CAPITAL IMPROVEMENT FUND: Increase estimated beginning fund balance. Increase appropriations for Dykstra & Bren Park Restrooms. Net effect is an increase in estimated ending fund balance.

WCR & McCREADIE UTILITIES FUND: Increase estimated beginning fund balance with equal change in estimated ending fund balance.

WCR & HIGGINS IMPROVEMENT FUND: Increase estimated beginning fund balance with equal change in estimated ending fund balance.

OIE (WELCH'S) & 5TH STREET IMPROVEMENTS FUND: Increase estimated beginning fund balance. Decrease revenues for Yakima County SIED Loan. Net effect is an increase in estimated beginning fund balance.

E.M.S. FUND: Increase estimated beginning fund balance. Increase appropriations for Ambulance Services. Net effect is a decrease in estimated ending fund balance.

WATER FUND: Increase estimated beginning fund balance. Increase appropriations for City Administrator Retirement and New Well – ARPA Funding. Net effect is an increase in estimated ending fund balance.

SEWER FUND: Increase estimated beginning fund balance. Increase appropriations for City Administrator Retirement. Net effect is an increase in estimated ending fund balance.

IRRIGATION FUND: Increase estimated beginning fund balance with equal change in estimated ending fund balance.

SOLID WASTE FUND: Increase estimated beginning fund balance with equal change in estimated ending fund balance.

EQUIPMENT RENTAL FUND: Reduction of estimated beginning fund balance with equal change in estimated ending fund balance.

ACTION PROPOSED

Move an ordinance amending the 2024 Annual Budget to a regular Council meeting for consideration.

Ordinance No. 2024-X

to Sue 2/jxx/2024 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
	Current Expense Fund				
001 000 000 308 51 00 00	Beginning Fund Balance - Assigned	10,000		10,000	
001 000 000 308 91 00 00	Beginning Fund Balance - Unassigned	674,735	84,000	758,735	Beginning Balance greater than estimated
	Revenues/Sources	6,718,705		6,718,705	
	Current Exp. Fund Total	7,403,440	84,000	7,487,440	
	Expenditures/Uses	7,325,780		7,391,280	
001 006 000 513 10 22 00	Retirement		6,000		Previous City Administrator retirement Previous City Administrator excess compensation 2021-2022 audits completed early 2024 Museum Memorial Balance
001 006 000 513 10 22 00	Retirement	10,000	32,000		
001 009 010 514 23 41 00	Professional Services-S A O.		25,000		
001 085 010 508 80 00 00	Ending Fund Bal. - Museum		2,500		
	Current Exp. Fund Total	7,403,440	84,000	7,487,440	
	Expenditures/Uses	7,325,780		7,391,280	
001 099 000 508 51 00 00	Ending Fund Balance - Assigned	10,000		10,000	
001 099 000 508 91 00 00	Ending Fund Balance - Unassigned	67,660	18,500	86,160	
	Current Exp. Fund Total	7,403,440	84,000	7,487,440	

to Sue 2jxx(2024 - mc

Ordinance No. 2024-X

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
010 000 000 308 31 00 00	American Rescue Plan Act Fund Beginning Fund Balance - Restricted	865,300	40,000	905,300	Beginning Balance greater than estimated
	Revenues/Sources	-	-	-	
	ARPA Fund Total	865,300	40,000	905,300	
010 002 000 518 63 40 02	New Small Business Grants - ARPA	2,500			Funds not spent in 2023
010 002 000 557 57 49 01	Chamber of Commerce Support	5,000			Funds not spent in 2023
010 002 000 558 58 49 01	Main Street Program	(10,000)			Funds reappropriated to Business Recovery
010 002 000 573 90 49 00	Mainstreet - Business Revenue Recovery	13,500			Funds not spent in 2023
010 002 000 573 90 49 00	Mainstreet - Business Revenue Recovery	10,000			Funds reappropriated from Main Street Program
010 025 000 518 30 31 01	Phone System	5,000			Funds not spent in 2023
010 032 000 521 22 48 01	Flock Camera Maintenance	62,000			Annual maintenance of cameras
010 032 000 594 21 63 01	Police Department Fitness Facility	9,000			Funds not spent in 2023
010 032 000 594 21 63 01	Police Department Fitness Facility	13,000			Alarms, painting, phones and intercom system
010 058 000 569 00 49 00	Senior/Museum Programs	5,000			Funds not spent in 2023
010 062 000 558 70 31 01	Marketing Materials	25,000			Marketing services to attract new businesses
010 062 000 558 70 41 01	Consultant Community Survey	25,000			Survey to assess community needs
010 081 000 594 76 64 01	Pool Splash Pad	50,000			Splash pad at Westside Park
010 082 000 594 76 64 01	Park Playground Equipment	120,000			Playground equipment at Eastside and Meadowlark Parks
010 082 000 594 76 64 02	Pickleball Courts	75,000			New pickleball courts within the park system
010 095 000 597 00 00 03	Transfer Out - Cemetery	125,000			Cemetery expansion project
	Expenditures/Uses	341,200		876,200	
010 099 000 508 31 00 00	Ending Fund Balance - Restricted	524,100	(495,000)	29,100	
	ARPA Fund Total	865,300	40,000	905,300	

to Sue 2/xx/2024 - mc

Ordinance No. 2024-X

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
106 000 000 308 31 00 00	Yakima Co. Law & Jstc Tax				
	Beginning Fund Balance - Restricted	312,120	10,000	322,120	Beginning Balance greater than estimated
	Revenues/Sources	405,600		405,600	
	Yakima Co. LJ Fund Total	717,720	10,000	727,720	
	Expenditures/Uses	637,400		637,400	
106 000 099 508 31 00 00	Ending Fund Balance - Restricted	80,320	10,000	90,320	
	Yakima Co. LJ Fund Total	717,720	10,000	727,720	
	Street Fund				
110 000 000 308 31 00 00	Beginning Fund Balance - Restricted	5,500	49,500	55,000	Beginning Balance greater than estimated
110 000 000 308 51 00 00	Beginning Fund Balance - Assigned	343,390	(33,000)	310,390	Beginning Balance less than estimated
	Revenues/Sources	5,162,700		5,162,700	
	Street Fund Total	5,511,590	16,500	5,528,090	
	Expenditures/Uses	5,326,830		5,326,830	
110 000 099 508 31 00 00	Ending Fund Balance - Restricted	5,500	49,500	55,000	
110 000 099 508 51 00 00	Ending Fund Balance - Assigned	179,260	(33,000)	146,260	
	Street Fund Total	5,511,590	16,500	5,528,090	

Ordinance No. 2024-X

to Sue 2bxx/2024 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
115 000 000 308 31 00 00	TBD Fund Beginning Fund Balance - Restricted	431,460	(18,000)	413,460	Beginning Balance less than estimated
	Revenues/Sources	199,000		199,000	
	TBD Fund Total	630,460	(18,000)	612,460	
	Expenditures/Uses	284,250		284,250	
115 000 099 508 31 00 00	Ending Fund Balance - Restricted	346,210	(18,000)	328,210	
	TBD Fund Total	630,460	(18,000)	612,460	
	Cemetery Fund				
130 000 000 308 51 00 00	Beginning Fund Balance - Assigned	20,000		20,000	Beginning Balance greater than estimated
130 000 000 308 51 00 01	Beginning Fund Balance - Assigned	171,880	50,000	221,880	
130 000 000 397 00 00 01	Transfer In - ARPA Fund		125,000	337,050	Cemetery expansion project
	Revenues/Sources	212,050		337,050	
	Cemetery Fund Total	403,930	175,000	578,930	
130 000 010 536 20 41 06	New Cemetery Engineering		125,000	456,790	Cemetery expansion project
	Expenditures/Uses	331,790		456,790	
130 000 099 508 51 00 00	Ending Fund Balance - Assigned	20,000		20,000	
130 000 099 508 51 00 01	Ending Fund Balance - Assigned	52,140	50,000	102,140	
	Cemetery Fund Total	403,930	175,000	578,930	

to Sue 2\ox\2024 - mc Ordinance No. 2024-X

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
301 000 000 308 51 00 00	Capital Improvement Fund Beginning Fund Balance - Assigned	910,350	230,000	1,140,350	Beginning Balance greater than estimated
	Revenues/Sources	266,500		266,500	
	Capital Improvements Fund Total	1,176,850	230,000	1,406,850	
301 000 090 594 76 63 08	Dkystra & Bren Park Restrooms Expenditures/Uses	858,000	90,000	948,000	Funds not spent in 2023
301 000 099 508 51 00 00	Ending Fund Balance - Assigned Capital Improvements Fund Total	318,850	140,000	458,850	
	Capital Improvements Fund Total	1,176,850	230,000	1,406,850	
335 000 000 308 31 00 00	WCR & McCreddie Utilities Fund Beginning Fund Balance - Restricted	-	53,000	53,000	Beginning Balance greater than estimated
	Revenues/Sources	-		-	
	WCR & McCreddie Utilities Fund Total	-	53,000	53,000	
	Expenditures/Uses	-		-	
335 000 099 508 31 00 00	Ending Fund Balance - Restricted WCR & McCreddie Utilities Fund Total	-	53,000	53,000	
	WCR & McCreddie Utilities Fund Total	-	53,000	53,000	

to Sue 2/xx/2024 - mc

Ordinance No. 2024-X

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
340 000 000 308 31 00 00	WCR & Higgins Improvements Fund Beginning Fund Balance - Restricted	509,500	421,000	930,500	Beginning Balance greater than estimated
	Revenues/Sources	766,500		766,500	
	WCR & Higgins Improvements Fund Total	1,276,000	421,000	1,697,000	
	Expenditures/Uses	1,276,000		1,276,000	
340 000 099 508 31 00 00	Ending Fund Balance - Restricted	-	421,000	421,000	
	WCR & Higgins Improvements Fund Total	1,276,000	421,000	1,697,000	
345 000 000 308 31 00 00	OIE (Welch's) & 5th Sewer Imp Fund Beginning Fund Balance - Restricted	57,000	1,148,000	1,205,000	Beginning Balance greater than estimated
345 000 000 391 80 00 00	Yakima Co. SIED Loan Revenues/Sources	2,000,000	(1,000,000)	1,000,000	Loan was received in 2023
	OIE (Welch's) & 5th Sewer Imp Fund Total	2,057,000	148,000	2,205,000	
	Expenditures/Uses	2,057,000		2,057,000	
345 000 099 508 31 00 00	Ending Fund Balance - Restricted	-	148,000	148,000	
	OIE (Welch's) & 5th Sewer Imp Fund Total	2,057,000	148,000	2,205,000	

Ordinance No. 2024-X

to Sue 2/xx/2024 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
405 000 000 308 31 00 00	Emergency Medical Svcs Fund Beginning Fund Balance - Restricted	291,040	35,000	326,040	Beginning Balance greater than estimated
	Revenues/Sources	503,050		503,050	
	E.M.S. Fund Total	794,090	35,000	829,090	
405 000 047 522 20 41 01	Ambulance Services Expenditures/Uses	519,960	90,000	609,960	Retro pay from 2023 postponed payments
405 000 099 508 31 00 00	Ending Fund Balance - Restricted	274,130	(55,000)	219,130	
	E.M.S. Fund Total	794,090	35,000	829,090	
	Water				
410 000 000 308 31 00 01	USDA Water Loan Reserve - Restricted	21,600		21,600	
410 000 000 308 31 00 02	USDA Water Loan SL Assets - Restricted	447,030		447,030	
410 000 000 308 31 00 03	USDA Water Loan O&M - Restricted	248,035		248,035	
410 000 000 308 51 00 00	Beginning Fund Balance - Assigned	7,303,480	515,000	7,818,480	Beginning Balance greater than estimated
	Revenues/Sources	9,760,750		9,760,750	
	Water Fund Total	17,780,895	515,000	18,295,895	
410 000 033 534 80 22 00	Retirement		3,000		
410 000 033 534 80 22 00	Retirement		25,000		
410 000 033 594 34 63 14	New Well - ARPA Funding		230,000		
	Expenditures/Uses	10,550,760		10,808,760	
410 000 099 508 31 00 01	USDA Water Loan Reserve - Restricted	21,600		21,600	
410 000 099 508 31 00 02	USDA Water Loan SL Assets - Restricted	496,700		496,700	
410 000 099 508 31 00 03	USDA Water Loan O&M - Restricted	248,035		248,035	
410 000 099 508 51 00 00	Ending Fund Balance - Assigned	6,463,800	257,000	6,720,800	Previous City Administrator retirement Previous City Administrator excess compensation Funds not spent in 2023
	Water Fund Total	17,780,895	515,000	18,295,895	

to Sue 2/xx/2024 - mc

Ordinance No. 2024-X

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
	Sewer Fund				
415 000 000 308 31 00 01	USDA WW Loan Reserve - Restricted	115,700		115,700	
415 000 000 308 31 00 02	USDA WW Loan SL Assets - Restricted	80,850		80,850	
415 000 000 308 31 00 03	USDA WW Loan O&M - Restricted	415,050		415,050	
415 000 000 308 51 00 00	Beginning Fund Balance - Assigned	6,626,190	1,048,000	7,674,190	Beginning Balance greater than estimated
	Revenues/Sources	4,788,100		4,788,100	
	Sewer Fund Total	12,025,890	1,048,000	13,073,890	
415 000 034 535 80 22 00	Retirement		3,000		Previous City Administrator retirement
415 000 034 535 80 22 00	Retirement		25,000		Previous City Administrator excess compensation
	Expenditures/Uses	5,999,440		6,027,440	
415 000 099 508 31 00 01	USDA WW Loan Reserve - Restricted	129,000		129,000	
415 000 099 508 31 00 02	USDA WW Loan SL Assets - Restricted	88,200		88,200	
415 000 099 508 31 00 03	USDA WW Loan O&M - Restricted	415,050		415,050	
415 000 099 508 51 00 00	Ending Fund Balance - Assigned	5,394,200	1,020,000	6,414,200	
	Sewer Fund Total	12,025,890	1,048,000	13,073,890	

to Sue 2/07/2024 - mc

Ordinance No. 2024-X

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
420 000 000 308 51 00 00	Irrigation Fund				
	Beginning Fund Balance - Assigned	51,270	14,000	65,270	Beginning Balance greater than estimated
	Revenues/Sources	616,000		616,000	
	Irrigation Fund Total	667,270	14,000	681,270	
	Expenditures/Uses	650,940		650,940	
420 000 099 508 51 00 00	Ending Fund Balance - Assigned	16,330	14,000	30,330	
	Irrigation Fund Total	667,270	14,000	681,270	
<hr/>					
430 000 000 308 51 00 00	Solid Waste Fund				
	Beginning Fund Balance - Assigned	674,365	17,000	691,365	Beginning Balance greater than estimated
	Revenues/Sources	1,324,525		1,324,525	
	Solid Waste Fund Total	1,998,890	17,000	2,015,890	
	Expenditures/Uses	1,620,410		1,620,410	
430 000 099 508 51 00 00	Ending Fund Balance - Assigned	378,480	17,000	395,480	
	Solid Waste Fund Total	1,998,890	17,000	2,015,890	

to Sue 2/xx/2024 - mc

Ordinance No. 2024-X

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
510 000 000 308 51 00 00	Equipment Rental Fund Beginning Fund Balance - Assigned	1,900,730	(30,000)	1,870,730	Beginning Balance less than estimated
	Revenues/Sources	647,500		647,500	
	Equipment Rental Fund Total	2,548,230	(30,000)	2,518,230	
	Expenditures/Uses	1,092,550		1,092,550	
510 000 099 508 51 00 00	Ending Fund Balance - Assigned Equipment Rental Fund Total	1,455,680	(30,000)	1,425,680	
	Equipment Rental Fund Total	2,548,230	(30,000)	2,518,230	

ORDINANCE NO. 2024-___

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2024 ANNUAL BUDGET**

WHEREAS, the original 2024 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 2024 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 _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

Exhibit A

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
Current Expense Fund					
Original 2023 Budget	684,735	6,718,705	7,325,780	77,660	7,403,440
Amendment Amount	84,000		65,500	18,500	84,000
Amended Total	768,735	6,718,705	7,391,280	96,160	7,487,440
ARPA Fund					
Original 2023 Budget	865,300	-	341,200	524,100	865,300
Amendment Amount	40,000		535,000	(495,000)	40,000
Amended Total	905,300	-	876,200	29,100	905,300
Yakima Co. Law & Justice Tax					
Original 2023 Budget	312,120	405,600	637,400	80,320	717,720
Amendment Amount	10,000			10,000	10,000
Amended Total	322,120	405,600	637,400	90,320	727,720
Street Fund					
Original 2023 Budget	348,890	5,162,700	5,326,830	184,760	5,511,590
Amendment Amount	16,500			16,500	16,500
Amended Total	365,390	5,162,700	5,326,830	201,260	5,528,090
TBD Fund					
Original 2023 Budget	431,460	199,000	284,250	346,210	630,460
Amendment Amount	(18,000)			(18,000)	(18,000)
Amended Total	413,460	199,000	284,250	328,210	612,460
Cemetery Fund					
Original 2023 Budget	191,880	212,050	331,790	72,140	403,930
Amendment Amount	50,000	125,000	125,000	50,000	175,000
Amended Total	241,880	337,050	456,790	122,140	578,930
Capital Improvement Fund					
Original 2023 Budget	910,350	266,500	858,000	318,850	1,176,850
Amendment Amount	230,000		90,000	140,000	230,000
Amended Total	1,140,350	266,500	948,000	458,850	1,406,850
WCR/McCreadie Utilities Fund					
Original 2023 Budget	-	-	-	-	-
Amendment Amount	53,000			53,000	53,000
Amended Total	53,000	-	-	53,000	53,000
WCR & Higgins Imp Fund					
Original 2023 Budget	509,500	766,500	1,276,000	-	1,276,000
Amendment Amount	421,000			421,000	421,000
Amended Total	930,500	766,500	1,276,000	421,000	1,697,000

Exhibit A Continued

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
OIE (Welch's) & 5th Fund					
Original 2023 Budget	57,000	2,000,000	2,057,000	-	2,057,000
Amendment Amount	1,148,000	(1,000,000)		148,000	148,000
Amended Total	1,205,000	1,000,000	2,057,000	148,000	2,205,000
E.M.S. Fund					
Original 2023 Budget	291,040	503,050	519,960	274,130	794,090
Amendment Amount	35,000		90,000	(55,000)	35,000
Amended Total	326,040	503,050	609,960	219,130	829,090
Water Fund					
Original 2023 Budget	8,020,145	9,760,750	10,550,760	7,230,135	17,780,895
Amendment Amount	515,000		258,000	257,000	515,000
Amended Total	8,535,145	9,760,750	10,808,760	7,487,135	18,295,895
Sewer Fund					
Original 2023 Budget	7,237,790	4,788,100	5,999,440	6,026,450	12,025,890
Amendment Amount	1,048,000		28,000	1,020,000	1,048,000
Amended Total	8,285,790	4,788,100	6,027,440	7,046,450	13,073,890
Irrigation Fund					
Original 2023 Budget	51,270	616,000	650,940	16,330	667,270
Amendment Amount	14,000			14,000	14,000
Amended Total	65,270	616,000	650,940	30,330	681,270
Solid Waste Fund					
Original 2023 Budget	674,365	1,324,525	1,620,410	378,480	1,998,890
Amendment Amount	17,000			17,000	17,000
Amended Total	691,365	1,324,525	1,620,410	395,480	2,015,890
Equipment Rental Fund					
Original 2023 Budget	1,900,730	647,500	1,092,550	1,455,680	2,548,230
Amendment Amount	(30,000)			(30,000)	(30,000)
Amended Total	1,870,730	647,500	1,092,550	1,425,680	2,518,230

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

ITEM TITLE

Resolution authorizing the Police Chief to execute and administer an Interlocal Agreement for participation in the Law Enforcement Against Drugs (LEAD) Task Force

AGENDA NO.: New Business 4 (F)

AGENDA DATE: February 13, 2024

DEPARTMENT

Police Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Kal Fuller, Police Chief



CITY ADMINISTRATOR

MAYOR




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

On October 15, 1990, Council approved Resolution No. 90-59, authorizing the Mayor to sign an Interlocal Agreement to participate in the Lower Valley Drug Task Force. Upon formation, it included all the police agencies throughout the Yakima Valley, as well as the Washington State Patrol and the Yakima County Sheriff Office. The purpose of the LEAD Drug Task Force is to address drug trafficking and gang violence throughout the valley.

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.

Throughout the years of the existence of the LEAD Drug Task Force, changes have been made which change the agency participation of those involved. From time to time, agencies have entered and left the Task Force for various reasons, along with changes in the funding levels of the Task Force. At each time this occurs, a new Interlocal Agreement needs to be completed with the current agencies whom are involved included in it. The attached resolution allows the Police Chief or his designee to have the authority to sign these agreements, MOUs, and make necessary amendments on the City's behalf as a member of the executive board of the LEAD Drug Task Force.

ACTION PROPOSED

Move a resolution authorizing the Police Chief to execute and administer Interlocal Agreement for participation in Law Enforcement Against Drugs (LEAD) Task Force to a regular Council meeting for consideration

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE POLICE CHIEF TO EXECUTE AND ADMINISTER
AN INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE
LAW ENFORCEMENT AGAINST DRUGS (LEAD) TASK FORCE**

WHEREAS, the City of Grandview entered into an interlocal agreement in 1990 relating to participation by the City of Grandview in a multi-jurisdictional anti-drug task force, now referred to as the Law Enforcement Against Drugs (LEAD) Task Force; and

WHEREAS, the City Council of the City of Grandview intends that participation by the City of Grandview in the LEAD Task Force should continue; and

WHEREAS, the interlocal agreement first executed in 1990 will from time to time need to be altered and/or amended as the composition of and funding for the LEAD Task Force changes; and

WHEREAS, the City Council finds that it is in the best interest of the City of Grandview that the Chief of Police be authorized to administer said interlocal agreement on behalf of the City of Grandview, to include the negotiation of and execution of necessary amendments, MOUs, and successor agreements thereto.

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

1. The City of Grandview Chief of Police is hereby charged with and authorized to administer participation by the City of Grandview in the LEAD Task Force, for and on behalf of the City of Grandview, Washington.

2. The City of Grandview Chief of Police is hereby authorized to negotiate and execute such amendments, MOUs, successor agreements and other such documents as he or she deems necessary to effectuate participation by the City of Grandview in the LEAD Task Force, for and on behalf of the City of Grandview.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERLOCAL AGREEMENT

For the Establishment of the

YAKIMA COUNTY

LAW ENFORCEMENT AGAINST DRUGS

(L.E.A.D. Task Force)

NARCOTICS & GANG TASK FORCE

INTERLOCAL AGREEMENT

**YAKIMA COUNTY LAW ENFORCEMENT AGAINST DRUGS (L.E.A.D. TF)
NARCOTICS CONTROL PROGRAM MULTIJURISDICTIONAL TASK FORCE
INTERLOCAL AGREEMENT**

WHEREAS, there is an existing inter-local agreement that has created the Yakima County L.E.A.D. Task Force for law enforcement operations against illegal narcotics and the trafficking of illegal drugs and gang related criminal activity in Washington State, Yakima County, the City of Grandview, the City of Sunnyside, and the City of Union Gap.

WHEREAS, the various governmental entities involved in the current Yakima County L.E.A.D. Task Force do desire to create a new operating agreement which shall replace and supersede all aspects of any and all, past and/or current operating agreement(s) in place, and,

WHEREAS, the high level of illegal sale and use of controlled substances and gang related criminal activity in Washington State, the County of Yakima and the Cities of Grandview, Sunnyside and Union Gap have had increasingly serious and adverse effects on the quality of life in the County and Cities and,

WHEREAS, the County and cities have, in recent years, found it necessary to devote even greater resources in fighting the problems caused by the illegal sale and use of controlled substances, and illegal activity caused through gang activities and,

WHEREAS, there is a clear and sufficient nexus between gang activity and the illegal sale and use of controlled substances, and,

WHEREAS, the continued operation of L.E.A.D. Task Force will provide improved law enforcement efficiency, will provide a formal organization in order to centralize supervision and enhance the efforts of the law enforcement agencies to combat controlled substance trafficking and illegal gang activity and,

WHEREAS, the continued operation of L.E.A.D. Task Force will reduce illegal drug trafficking and consumption in the State of Washington and within the boundaries of the consolidated service area of the participating jurisdictions, together with such other jurisdictions; and

WHEREAS, the continued operation and maintenance of L.E.A.D. Task Force will provide substantial public safety benefits to the citizens of the participating governmental jurisdictions and the public in general; and,

WHEREAS, Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements for their mutual advantage, and,

WHEREAS, the participating jurisdictions desire to expressly provide the powers held by L.E.A.D. under RCW 10.93:

WHEREAS, the L.E.A.D. Task Force has established working partnerships with the United States Drug Enforcement Agency (D.E.A.), the Bureau of Alcohol, Tobacco, Firearms and Explosives, Homeland Security Investigations, the Washington State Department of Commerce, the Washington State Gambling Commission, and the Washington State Patrol.

NOW THEREFORE, the parties hereto, through their respective legislative bodies, do hereby agree as follows:

ARTICLE 1 AMENDMENT TO CURRENT INTERLOCAL AGREEMENT

- 1.1 The undersigned parties hereby agree that this agreement shall have the legal force and effect of replacing in its entirety the current ILA operating agreement which established the Yakima County Law Enforcement Against Drugs (L.E.A.D.) Task Force. The parties agree that the following contract terms shall control that the current agreement and any modifications to it shall be replaced entirely by the following contents of this document.

ARTICLE 2: DEFINITIONS:

- 2.1. **DEFINITIONS:** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- 2.1.1. “Agency” and “agencies” means the members of the L.E.A.D. Task Force, those being the Yakima County Sheriff’s Office, Yakima County Prosecuting Attorney’s Office, the Grandview Police Department, the Sunnyside Police Department, the Union Gap Police Department, the Washington State Patrol, and the Washington State Gambling Commission.
 - 2.1.2. “Executive Board” means the policy making body for the L.E.A.D. Task Force and shall consist of the Chiefs of Police of the Cities of Grandview, Sunnyside, Union Gap, the representative from the Washington State Patrol, the representative from the Washington State Gambling Commission, the Sheriff, and Prosecutor of Yakima County, or their respective designees.
 - 2.13. “Jurisdictions” means the Cities of Grandview, Sunnyside, Union Gap, and County of Yakima and State of Washington.
 - 2.14. “Drug Task Force” means a drug enforcement agency created by this agreement as that term is used in RCW 69.50.505.
 - 2.15. Fund 109, shall mean a fund created and held by the Yakima County Treasurer’s Office on behalf of L.E.A.D. Task Force which is administered by the Yakima County Sheriff’s Office for the purpose of receipt and disbursement of funds received from the Department of Justice Equitable Sharing Asset Forfeiture Program, receipt and disbursement of H.I.D.T.A. funds/grants, receipt and disbursement of Edward Bryne Memorial Justice Assistance Grant (Bryne/JAG grant), receipt and disbursement of drug forfeiture funds and court ordered contributions and any other grant that could benefit the efforts of the L.E.A.D. Task Force.
 - 2.16. “Fund 650” shall mean a fund created and held by the Yakima County Treasurer’s Office on behalf of L.E.A.D. Task Force which is administered by the Yakima County Sheriff’s Office to control all custodial funds seized from person(s) and are pending court disposition.
 - 2.17. “L.E.A.D. Task Force” shall mean the Yakima County Law Enforcement Against Drugs Task Force, comprised of all of the undersigned members.
 - 2.18. “Task Force Operation” or “L.E.A.D. Task Force Operation” means any drug law enforcement activity in which an officer assigned to the Task Force takes an

active part. L.E.A.D. Task Force operations may also include controlled substance law enforcement activity in which the L.E.A.D. Task Force member's sole participation was to supply intelligence information to the arresting agency, or in which the L.E.A.D. Task Force provided follow-up support such as evidence processing, case preparation, warrant request, or follow-up investigation, if such intelligence or ancillary support is deemed substantial by the Executive Board. In its reviewing capacity, the Executive Board shall determine whether such intelligence or ancillary support in any given case has been substantial so as to make the activity a Task Force operation.

- 2.19. "Criminal Street Gang" means any ongoing organization, association, or group of three or more persons, whether formal or informal, having a common name or common identifying sign or symbol, having as one of its primary activities the commission of criminal acts, and whose members or associates individually or collectively engage in or have engaged in a pattern of criminal street gang activity. This definition does not apply to employees engaged in concerted activities for their mutual aid and protection, or to the activities of labor and bona fide nonprofit organizations or their members or agents.
- 2.20. "Criminal street gang associate or member" means any person who actively participates in any criminal street gang and who intentionally promotes, furthers, or assists in any criminal act by the criminal street gang.
- 2.21. "Criminal street gang-related offense" means any felony or misdemeanor offense, whether in this state or elsewhere, that is committed for the benefit of, at the direction of, or in association with any criminal street gang, or is committed with the intent to promote, further, or assist in any criminal street gang, or is committed with the intent to promote, further, or assist in any criminal conduct by the gang, or is committed for one or more of the following reasons:
- (A) To gain admission, prestige, or promotion within the gang:
 - (B) To increase or maintain the gang's size, membership, prestige, dominance, or control in any geographical area.
 - (C) To exact revenge or retribution for the gang or any member of the gang.
 - (D) To obstruct justice or intimidate or eliminate any witness against the gang or any member of the gang.
 - (E) To directly or indirectly cause any benefit, aggrandizement, gain, profit, or other advantage for the gang, its reputation, influence, or membership; or

(F) To provide the gang with any advantage in, or any control or dominance over any criminal market sector, including, but not limited to, manufacturing, delivering, or selling any controlled substance (chapter 69.50 RCW); arson (chapter 9A.48 RCW); trafficking in stolen property (chapter 9A.82 RCW); promoting prostitution (chapter 9A.88 RCW); human trafficking (RCW 9A.40.100); or promoting pornography (chapter 9.68 RCW).

ARTICLE 3: TASK FORCE PURPOSE & OPERATION:

- 3.1. The purpose of this Agreement is to establish and maintain the existence of the Yakima County Law Enforcement Against Drugs (L.E.A.D.) Task Force, hereinafter referred to as L.E.A.D Task Force. L.E.A.D. Task Force is intended to be operated as a separate legal entity and shall operate independently of the governmental agencies which comprise the L.E.A.D. Task Force. L.E.A.D. Task Force shall provide undercover law enforcement investigative services for its' members, thereby benefiting them in terms of efficiency, economy, improved tools, improved coordination of data and/or improving the members' ability to better protect and serve the citizens of Yakima County and the incorporated areas of the City of Grandview, Sunnyside, and Union Gap, to combat violation of controlled substance laws within the member jurisdictions for their mutual advantage.
- 3.2. The undersigned participating jurisdictions that comprise L.E.A.D. Task Force shall authorize their respective representatives to execute any and all necessary documents to obtain grant funds available pursuant to the State and Local Law Enforcement Assistance Act for the purpose of establishing and maintaining the existence of a regional multijurisdictional narcotics task force.
- 3.3. Each participating jurisdiction adopts the following L.E.A.D. Task Force goals:
 - Continue to attack the demand and supply sides of narcotics trafficking.
 - Continue enforcement efforts directed towards mid and upper-level dealers.
 - Continue to assist agencies within Yakima County with narcotics enforcement within their towns and cities if an agreement is reached to do so.
 - Continue to provide narcotics enforcement training to jurisdictions throughout Yakima County.
 - Continue to fight drug activity and gang activity.

- 3.4. The undersigned participating jurisdictions shall authorize representative from their respective jurisdictions to participate in the activities of the L.E.A.D. Task Force as agreed upon by majority vote of the L.E.A.D. Task Force Executive Board, which each participating jurisdiction shall have one (1) representative thereof in.
- 3.5. The undersigned participating jurisdictions shall authorize either its authorized representative from their respective law enforcement agencies of their respective jurisdictions, and the City of Sunnyside shall authorize its' City Manager to enter into any required operating agreements, or future leases of real property, such as those pursuant to RCW 10.93 to enable these agencies to participate in multijurisdictional task forces.

The City of Sunnyside understands that only authorized representative from their respective law enforcement agencies may attend and participate in votes of the L.E.A.D. Task Force Executive Committee and be privy to confidential law enforcement information. The City of Sunnyside agrees to authorize a representative to attend L.E.A.D. Task Force Executive Meetings on behalf of the City of Sunnyside.

- 3.6. The undersigned participating jurisdictions shall authorize either its authorized personnel from their respective law enforcement agencies of their respective jurisdictions, and the City of Sunnyside shall authorize its' City Manager to execute any needed contract, including real property rental agreements to facilitate the operations of the L.E.A.D. Task Force in its operations.
- 3.7. Each jurisdiction shall pay all costs associated with its officers and equipment when assigned to the L.E.A.D. Task Force. The Washington State Patrol will contribute a supervisor and pay all related costs associated with its officer and equipment.
- 3.8. Each L.E.A.D. Task Force party shall act as independent contractors and not as employees of the L.E.A.D. Task Force or another party to this agreement. As such, they have no authority to bind other parties, nor control employees of other parties, contractors, or other entities.
- 3.9. Pursuant to RCW 10.93.040, personnel assigned to the L.E.A.D. Task Force shall be considered employees of the contributing agency which shall be solely and

exclusively responsible for that employee. All rights, duties and obligations of the employer shall remain with the contributing agency. The personnel assigned by the contributing agencies shall continue under the employment of that agency for purposes of any losses, claims, damages, or liabilities arising out of or related to the services provided to the L.E.A.D. Task Force or the activities of the L.E.A.D. Task Force. Each agency agrees to hold harmless, defend, and indemnify the L.E.A.D. Task Force in any action arising from the negligence of the employees of that agency including all costs and defense including attorney's fees.

3.10. The parties agree that L.E.A.D. Task Force shall continue any other agreement that is currently in place with regards to funding of employees and/or positions with the various entities and/or independent contractors.

3.11. The L.E.A.D. Task Force shall continue to implement operations including:

- A. Development of intelligence.
- B. Target Identification
- C. Investigation
- D. Arrest of Suspects
- E. Successful Prosecution of Offenders, and
- F. Asset Forfeiture/Disposition

3.12. The L.E.A.D. Task Force may also assist in investigations, arrest and prosecution and forfeiture of Criminal Street Gang activity as defined above in the definition sections 2.19 to 2.21 including any connected crime as identified above in sections 2.19 to 2.21. The respective jurisdictions recognize that there is a substantial and increasing nexus between illegal narcotics and criminal street gang activity and that the eradication of both will best serve the quality of life and safety of the citizens of their respective jurisdictions.

3.13. The undersigned jurisdictions hereby individually consent to the full exercise of peace officer powers within their respective jurisdictions by any and all property certified or exempted officers engaged in any operation of the L.E.A.D. Task Force. Consent shall be valid during the tenure of the responsive undersigned individual.

- 3.14. The L.E.A.D. Task Force is intended to be treated as a separate legal entity for the purposes of litigation. However, the L.E.A.D. Task Force will be part of Yakima County with regards to annual financial audits, and accounting for receipts of local, state, and federal grant funding. Fund 109 will be established to account for the resources of the L.E.A.D. Task Force as described in section 2.15 and will be allocated their share of costs related to the annual audit, indirect allocations and direct service costs provided by the County.

ARTICLE 4: DURATION:

- 4.1. This agreement shall commence on the day and year it is executed and shall continue until written termination of the parties.

ARTICLE 5: ADMINISTRATION:

- 5.1. The parties agree that the Yakima County Sheriff's Office is the applicant jurisdiction. The Yakima County Sheriff's Office agrees to provide the necessary documentation to receive and expend grant funds. The Yakima County Sheriff's Office shall administer "Fund 109" and "Fund 650" in accordance with applicable laws, this Agreement and any other mutually agreed policies and procedures. "Fund 109" and "Fund 650" shall be administered by the L.E.A.D. Task Force Commander in accordance with the State Auditor's accounting standards for investigative funds and such other standards as the Executive Board may prescribe.
- 5.2. The Executive Board shall meet at least quarterly, but preferably monthly, if possible, provide policy and procedural guidance to the L.E.A.D. Task Force Commander, and supervise the use of "Fund 109" and "Fund 650." Each member of the Executive Board shall have an equal voice and vote in all L.E.A.D. Task Force matters.
- 5.3. The Executive Board shall appoint a L.E.A.D. Task Force Commander to supervise the daily operations of the L.E.A.D. Task Force according to this Agreement and Operating Rules of the L.E.A.D. Task Force.
- 5.4. The Executive Board shall have the authority to apply on behalf of the L.E.A.D. Task Force for any and all grant funds as may be available from federal, state, or private sources, for the furtherance of L.E.A.D. Task Force objectives.

- 5.5. The Yakima County Sheriff's Office, and Yakima County Treasurer's Office shall maintain two separate funds on behalf of L.E.A.D. Task Force, which shall be referred to as "Fund 109" and "Fund 650." The Yakima County Sheriff's Office shall provide a minimum of quarterly balance updates to the L.E.A.D. Task Force Executive Board and shall provide current fund balances upon request from the various members of L.E.A.D. Task Force.
- 5.6. The Yakima County Sheriff's Office shall be responsible for tracking County assets that are used for L.E.A.D. Task Force and shall be responsible for record keeping aspects of L.E.A.D. Task Force and for the administrative functions of L.E.A.D. Task Force. The Yakima County Sheriff's Office agrees to provide the Department of Commerce with the necessary documentation to receive grant funds.
- 5.7. The Executive Board shall be comprised of the Yakima County Prosecuting Attorney, the Yakima County Sheriff, the City of Grandview Chief of Police, the City of Sunnyside Chief of Police, the City of Union Gap Chief of Police, the Chief of the Washington State Patrol, and the Director of the Washington State Gambling Commission. The Task Force shall establish procedures for election of the chairperson position for the Executive Committee. The Task Force Executive Board may adopt bylaws providing for the appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same rights as the appointing members. Any action taken by the Task Force Executive Board under this agreement shall be based on a majority vote.
- 5.8. All L.E.A.D. Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this agreement must first be approved on motion of the L.E.A.D. Task Force Executive Board. By executing this agreement, each Participating Jurisdiction agrees that, for purposes of administering the assets and resources available to the L.E.A.D. Task Force, Yakima County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the L.E.A.D. Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services, and any real property lease necessary for the operation of the L.E.A.D. Task Force. Agreements and contracts that are executed in this manner shall have

the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the indemnification provisions of Section 9 below.

- 5.9. Annual Budget: The L.E.A.D. Task Force Executive Board shall meet and establish the annual operating budget for the L.E.A.D. Task Force. Based upon the specific needs of the L.E.A.D. Task Force after adoption of the annual budget, the yearly operating budget may be amended by a majority vote of the membership of the Executive Board. The Fund 109 Annual Budget will be adopted by the L.E.A.D. Task Force no later than October 15th of each year so the budget may be included in the annual budget adoption of Yakima County. The Yakima County Sheriff will have authority to make minor adjustments in the annual budget to meet County budget requirements.

ARTICLE 6: PROPERTY & EQUIPMENT:

- 6.1. The Executive Board shall determine whether property seized and forfeited in a L.E.A.D. Task Force operation is to be retained for use by the L.E.A.D. Task Force or sold to generate cash for L.E.A.D. Task Force purposes. All cash proceeds from such sales of forfeited property shall be promptly deposited into "Fund 109", as shall all cash forfeited in a L.E.A.D. Task Force operation. All property retained for use by the L.E.A.D. Task Force will be inventoried using the most current Yakima County Asset policy and recorded as an asset of Fund 109.
- 6.2. All cash, property and proceeds from property forfeited pursuant to RCW 69.50.505/ RCW 9A.83.030 / RCW 10.105.010 by L.E.A.D. Task Force Operations shall be managed and disbursed only as provided in said RCW 69.50.505/ RCW 9A.83.030 / RCW 10.105.010. In the event that any equipment is otherwise acquired by the L.E.A.D. Task Force, the parties agree to use the equipment only for such law enforcement purposes as are established by the Executive Board.
- 6.3. Upon dissolution of the L.E.A.D. Task Force, all property provided to the Task Force by the participating agencies and all forfeited property, other than money, remaining in the L.E.A.D. Task Force's possession shall be returned to the respective contributing agencies. As discussed in Section 13 below, the withdrawal of one law enforcement entity under this agreement shall not trigger

the provisions of Section 6, and the individual law enforcement entity shall not be entitled to any reimbursement for moneys collected and/or held in "Fund 109" and/or "Fund 650", and for any equipment donated to L.E.A.D. Task Force, and/or currently used in operations of L.E.A.D. Task Force the provisions of Section 13 shall control disposal of personal property of the withdrawing law enforcement agency.

- 6.4. Notwithstanding the termination of this Agreement and distribution of L.E.A.D. Task Force properties as herein described, such property and monies shall remain subject to the use restrictions of RCW 69.50.505(f) in the hands of each party until fully expended for the law enforcement purposes permitted in said RCW 69.50.505(f).

SECTION 7: HANDLING OF FUNDS:

- 7.1. "Fund 109" and "Fund 650" shall be held by the Yakima County Treasurer who will disburse the funds according to such standards and direction as the Executive Board shall provide. All interest earned on monies in the Funds shall be credited to the Fund and remain herein until disbursed according to this Agreement.
- 7.2. The L.E.A.D. Task Force Commander shall maintain a fund of ready cash so that day-to-day operational needs of the L.E.A.D. Task Force can be met. This shall be called the L.E.A.D. Task Force Operations Fund (part of Fund 109) and shall be limited to an amount of Seventy-Five Thousand Dollars (\$75,000.00) in reserves, or such other limit as the Executive Board shall permit. The Operations Fund may be kept and maintained at such location and in such manner as the L.E.A.D. Task Force Commander shall determine, subject to the Washington State Auditor's standards on impress, investigation funds and such other requirements as the Executive Board may establish.
- 7.3. In accordance with RCW 69.50.505 / RCW 9A.83.030 / RCW 10.105.010, cash proceeds from the sale of drug forfeiture property seized by L.E.A.D. Task Force shall be delivered to the Yakima County Treasurer together with deposit instructions indicating the respective state and local shares thereof according to RCW 69.50.505(h). The local share shall then be deposited in the L.E.A.D. Task Force Fund of the Yakima County Treasurer and accounted for separately as the L.E.A.D. Task Force Fund. The State's share shall be remitted by the Treasurer to the State PSE account, as required by the statute, according to the figures

supplied by the L.E.A.D. Task Force on the Treasurer's general deposit form. A copy of the Yakima County Treasurer's receipt and form for each such deposit, identifying the forfeiture case by name and/or number, shall be promptly provided to the L.E.A.D. Task Force Commander. For each forfeiture of \$5,000 or more in cash and/or proceeds, a record of all expenses of each participating agency shall be transmitted to the Executive Board and the Yakima County Prosecutor. Each expense record shall include all costs associated with the L.E.A.D. Task Force action giving rise to the case, including work by non-L.E.A.D. Task Force personnel.

- 7.4. In order to ensure compliance with this agreement, the parties agree that all forfeitures made pursuant to RCW 69.50.505 / RCW 9A.83.030 / RCW 10.105.010 by each party shall be made available upon a reasonable request for disclosure by the Executive Board.

ARTICLE 8: NONDISCRIMINATION:

- 8.1. Each party and their respective representatives and employees agree that they shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, 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 USC 12101 et seq). In the event that any participating government violates this provision, L.E.A.D. Task Force may terminate this Agreement immediately and bar the respective participating government and/or employee from performing any services for L.E.A.D. Task Force in the future.

ARTICLE 9: INDEMNIFICATION:

- 9.1. Each participating governmental entity hereby agrees that it shall protect, defend, indemnify, and save harmless L.E.A.D. Task Force, the City of Sunnyside, the City of Grandview, the City of Union Gap, the State of Washington, and Yakima County, their officers, employees, and agents from any and all third party costs, claims and resultant costs (judgments and/or awards of damages) for bodily injury to person and damage to physical property to the extent resulting directly and

proximately from the negligent acts of the participating governmental entity, its officers, employees, and/or agent in performance of this Agreement.

- 9.2. Each party to this agreement agrees to defend, indemnify, and hold harmless every other party from claims, losses, damages, injuries, or suits arising out of the actions of its agents or employees.
- 9.3. Each party to this agreement agrees that it shall be solely responsible to provide defense for claims and litigation that arise out of claims made against L.E.A.D. Task Force, and its employee while participating in L.E.A.D. Task Force to the extent that such party's employees are named in the claim and/or litigation.
- 9.4. In the event that the L.E.A.D. Task Force as an entity is subject to litigation and ultimately found liable for damages, each party to this agreement agrees to be liable for up to their share of liability. If the L.E.A.D. Task Force itself is found liable and currently there are seven (7) entities which comprise the L.E.A.D. Task Force, the maximum recovery should be approximately fourteen and a quarter (14.28) percent per entity. This figure is subject to change in the event that the current agencies withdraw from the agreement and/or if additional law enforcement agencies join the L.E.A.D. Task Force.
- 9.5. It is the intent of the undersigned participants that the L.E.A.D. Task Force be treated as a separate legal entity for the purposes of tort liability. Actions taken to bind the L.E.A.D. Task Force are intended to be by majority vote of the L.E.A.D. Task Force Executive Board and not that of any participating City Council or Manager, and/or Yakima County Board of County Commissioners.

ARTICLE 10: EMPLOYEE & VEHICLE INSURANCE:

- 10.1. Each agency shall only be responsible for the actions of its own employees and shall insure its own employees for false arrest, assault, and battery, false imprisonment or detention, malicious prosecution, libel, and/or slander, wrongful entry or eviction of other invasion of rights of private occupancy and/or wrongful death, bodily injury, property damage, Section U.S.C. 1983 civil right litigation, and all claims for damages and civil claims against their respective employees.

- 10.2. Each party to this agreement also agrees to provide individual insurance coverage for vehicles owned and/or operated by the respective jurisdiction and used by their employees while participating in L.E.A.D. Task Force activities.

ARTICLE 11: SUPPLY REPLACEMENT:

- 11.1. The L.E.A.D. Task Force Commander through “Fund 109” will be responsible for supplying and/or replacing supplies needed and/or used by L.E.A.D. Task Force detectives. These supplies shall include food, vehicles, or any other supplies that are reasonably needed and approved by a quorum of the L.E.A.D. Task Force Executive Board to sustain the officers in their L.E.A.D. Task Force operations.
- 11.2. Each agency shall be responsible for any repairs, fuel, maintenance, and/or damages done to both their own assigned vehicles and L.E.A.D. Task Force pool vehicles being operated by L.E.A.D. Task Force detectives, as a result of participating in L.E.A.D. Task Force, and agrees to hold the other participating jurisdictions harmless for such damage.

ARTICLE 12: MODIFICATION:

- 12.1. The parties may amend, modify, and/or supplement this Agreement only by written agreement of the parties.

ARTICLE 13: WITHDRAWAL FROM TASK FORCE:

- 13.1. Any signatory Agency may withdraw from this agreement when a period of 60 (sixty) days has elapsed after notification is made by registered letter to the other Signatory Agencies’ normal business address. Withdrawal or non-execution of this agreement by any one agency shall not affect the continued efficacy of the agreement with regard to the other Signatory Agencies.
- 13.2. The parties expressly agree that upon their withdrawal, or expulsion, from L.E.A.D. Task Force that they are not entitled to, nor will they receive any refund or reimbursement of costs for any amounts the member jurisdiction may have

paid into L.E.A.D. Task Force “Fund 109 and/or Fund 650, including any reimbursement for grant money received during the fiscal year in question.

- 13.3. The parties further agree that any personal property and/or equipment that has been donated to L.E.A.D. Task Force for its operations by the respective agency shall be continued to be utilized to L.E.A.D. Task Force for its continued operations by the respective withdrawing entity, and that L.E.A.D. Task Force shall agree to return the equipment and/or personal property to the respective entity at the end of its useful economic life.

The parties further agree that any vehicles and/or equipment whose source of funds have been given by the L.E.A.D. Task Force to its member shall remit to the L.E.A.D. Task Force the vehicle, equipment, or the proceeds from its disposal at the end of its useful economic life.

ARTICLE 14: DISPUTE RESOLUTION:

- 14.1. Any controversy or dispute between the parties regarding the application or interpretation of this agreement is subject to resolution by the following procedures:
- 14.2. Initial review by the Executive Board to facilitate prompt resolution through agreement.
- 14.3. If the initial review does not achieve resolution, the Executive Board membership shall conduct a vote to resolve the disagreement, and if a majority vote is obtained by a quorum of the Executive Board, such vote shall be binding on the parties.

ARTICLE 15: ENTIRE AGREEMENT:

- 15.1. This document, including any Addendums attached hereto, encompasses the entire Agreement of the members. No understanding or amendment, addendum, or addition to this agreement shall be effective unless made in writing and approved by a majority vote at a properly scheduled and noticed meeting of the Executive Board.

ARTICLE 16: SEVERABILITY:

- 16.1. The parties agree that if any term of this Agreement is held invalid by any court of competent jurisdiction, the remainder of the Agreement remains valid and in full force and effect.

ARTICLE 17: LAW, VENUE, JURISDICTION:

- 17.1. 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.

ARTICLE 18: EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS:

- 18.1. This agreement may be reproduced in any number of original counterparts. Each party needs to sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this agreement, the agreement, once recorded as specified in Section 19 shall be effective as between the parties that have executed the agreement to the same extent as if no other parties had been named.

SECTION 19: RECORDING:

- 19.1. This Interlocal agreement will be recorded in compliance with RCW 39.34.040.

YAKIMA COUNTY L.E.A.D.

TASK FORCE EXECUTIVE BOARD

Robert Udell,
Yakima County Sheriff

Joseph Brusic,
Yakima County Prosecuting Attorney

Kal Fuller,
Grandview Chief of Police

Rob Layman,
Sunnyside Chief of Police

Greg Cobb, Chief of Police,
City of Union Gap

John Batiste,
Chief of Washington State Patrol

David Trujillo, Director
Washington State Gambling Commission

Approved as to form:

Deputy Prosecuting Attorney

ARTICLE 9: INDEMNIFICATION:

9.1. Each participating governmental entity hereby agrees that it shall protect, defend, indemnify, and save harmless L.E.A.D. Task Force, the City of Sunnyside, the City of Grandview, the City of Union Gap, the State of Washington, and Yakima County, their officers, employees, and agents from any and all third party costs, claims and resultant costs (judgments and/or awards of damages) for bodily injury to person and damage to physical property to the extent resulting directly and proximately from the negligent acts of the participating governmental entity, its officers, employees, and/or agent in performance of this Agreement.

9.2. Each party to this agreement agrees to defend, indemnify, and hold harmless every other party from claims, losses, damages, injuries, or suits arising out of the actions of its agents or employees.

Each party to this Agreement agrees to indemnify and hold harmless the other member agencies and their elected officials, officers, employees, from any loss, claim, judgment, settlement of liability, including costs and attorneys' fees, arising out of and to the extent caused by the negligent acts or omissions of the indemnifying party. By mutual negotiation, each party hereby waives, as respects to the LEAD Task Force and all other non-indemnifying parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event a non-indemnifying member incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this Section, all such fees. Expenses and costs shall be recoverable from the indemnifying party.

9.3. Each party to this agreement agrees that it shall be solely responsible to provide defense for claims and litigation that arise out of claims made against L.E.A.D. Task Force, and its employee while participating in L.E.A.D. Task Force to the extent that such party's employees are named in the claim and/or litigation.

9.4. In the event that the L.E.A.D. Task Force as an entity is subject to litigation and ultimately found liable for damages, each party to this agreement agrees to be liable for up to their share of liability. If the L.E.A.D. Task Force itself is found liable and currently there are seven (7) entities which comprise the L.E.A.D. Task Force, the maximum recovery should be approximately fourteen and a quarter (14.28) percent per entity. This figure is subject to change in the event that the current agencies withdraw from the agreement and/or if additional law enforcement agencies join the L.E.A.D. Task Force.

9.4. Nothing herein shall require or be interpreted to cover or require indemnification or payment of any judgment against any individual or member agency/Party for intentionally wrongful conduct of any individual or for any judgment for punitive damages against any individual or member agency/Party. Payment of punitive damage awards shall be the sole responsibility of the individual who said judgment

is rendered and/or his or her employer, should that employer elect to make said payment voluntarily and consistent with the requirements of Washington law.

9.5.. Each member agency shall be responsible for selecting and retaining legal counsel for itself and or any employee of that agency which is named in a lawsuit alleging liability arising out of the operations of the LEAD Task Force. Each agency retaining counsel shall be responsible for payment of attorney's fees and costs incurred by that counsel. Should there be an agreement to share the costs of legal counsel, in lieu of the provisions above, such agreement shall be in writing.

9.5. It is the intent of the undersigned participants that the L.E.A.D. Task Force be treated as a separate legal entity for the purposes of tort liability. Actions taken to bind the L.E.A.D. Task Force are intended to be by majority vote of the L.E.A.D. Task Force Executive Board and not that of any participating City Council or Manager, and/or Yakima County Board of County Commissioners.

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

ITEM TITLE	AGENDA NO.: New Business 4 (G)
Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Sunnyside and the City of Grandview for Animal Control Agreement	AGENDA DATE: February 13, 2024
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Administration	

DEPARTMENT DIRECTOR REVIEW

Shane Fisher, City Administrator 

CITY ADMINISTRATOR  **MAYOR** 

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

In 2023, the Yakima Humane Society (YHS) decided to terminate their Animal Control Services agreement with both Grandview and Sunnyside at the end of 2023.

YHS stated that performing Animal Control Services makes no financial or logistical sense for them since they are always at or above capacity for their facility. It was determined that YHS operates with a large amount of private funding, which is contingent on YHS being a “no kill” facility. The number of animals that are taken into housing outstrips the number of dogs that can be adopted or outsourced. The model is flawed because there is no way to create housing space when needed for new animals.

The City of Grandview was approached by the City of Sunnyside in the summer of 2023, to discuss the possibility of partnering in the development and implementation of an Animal Control Services (ACS) program. With the number of stray or loose dogs within the Grandview city limits, and the lack of third-party programs to address these issues, we decided to work through what a program would look like.

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.

The attached agreement is for the City of Grandview to pay 50% of the salary/ benefits for the newly hired Animal Control Officer (ACO). This gives us approximately 20 hours/ week for the ACO to patrol and pick up any stray dogs. They will also respond to bites or aggressive animals as needed. The annual cost for these services to the City of Grandview is \$42,520.00.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Sunnyside and the City of Grandview for Animal Control Agreement to a regular Council meeting for consideration.

ANIMAL CONTROL SERVICES IN TRANSITION

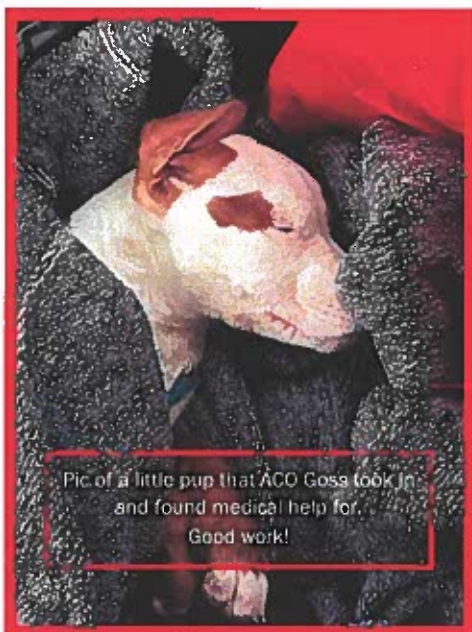
In August of 2023 the Yakima Humane Society (YHS) gave Grandview notice that it was canceling its contract to provide Animal Control Patrol services to Grandview and other valley cities. YHS said that it did not make financial sense for it to continue to provide patrol services because it could not house all the animals that the Animal Control Officers (ACO) were picking up. YHS said that they have a limited number of kennel beds and rely on out of county adoptions to free up space. With requirements put on them by their private donors they are not able to change their business or operations model to meet the needs of contract cities. They will still take an unspecified number of animals, especially dangerous bite or certain medical needs dogs.

With the exit of YHS from ACO patrol duties, Grandview and other valley cities were left without any affordable options. In mutual talks, Sunnyside and Grandview discussed working collaboratively to meet the ACO patrol needs of both cities. After several months of work a contract was worked out that provided for Sunnyside to hire an ACO and contract with Grandview for half of their work week. The contract has been placed on a February 13 Grandview Council Meeting Agenda for council review and approval.

When Sunnyside started their ACO program they were able to hire the ACO that had worked for YHS providing patrol services to both Sunnyside and Grandview. Megan Goss was hired as the first ACO and started working on setting up procedures to get Sunnyside up and running. January was her first full month of patrolling Sunnyside and providing 20 hours a week to Grandview through contract.

Sunnyside currently has about 5 usable kennels that can house 5 large dogs at at time, or 2 liters of puppies, and a couple small dogs, going on a case by case basis. With such limited space for the two cities there is no ability to do any pro-active enforcement by picking up animals. ACO Goss focuses on contacting animal owners when possible and explaining applicable ordinances and possible fines. In the event an injured animal is picked up she attempts to find resources to provide immediate medical care. Bite or dangerous dogs can sometimes be housed with YHS. All animal waiting for adoption are either held in Sunnyside temporarily, transferred to regional Humane Societies (75% go to Benton County Humane Society) or transferred to a shelter that will agree to take them.

ACO Goss has a network of over 180 shelters that she reaches out to when there is a dog that needs a home. The network involves shelters in Idaho, Oregon, and Northern California. This network is mostly volunteers and there is no way to contract with these entities. Each dog must be handled on a case-by-case basis.



The financial impact of services must be kept in mind. It costs someone money (about \$43 per hour and/or time to send an animal out to another shelter. While transporting animals (a minimum of 3 hours for a Benton County run) the ACO is unavailable for picking up animals or responding to calls. Transports can be estimated to cost the hourly rate of the ACO pay, plus about \$.67 per mile . During our first-year contract with Sunnyside the rate will hopefully stay at a fixed rate but at some point, the service cannot be provided for free. For example, a round trip to Ellensburg to hand off a dog would be about \$190. A trip to Snoqualmie pass would be about \$320.

January was an exciting month. We saw something never done before: Sunnyside start up a multi-city animal control operation and Grandview partnering with them to make it happen. The citizens of both communities are getting benefits Although there are financial hurdles to work through this next year, it is encouraging that Sunnyside and Grandview stepped up to take action rather than just doing nothing.

*The guiding principal for the Grandview/Sunnyside effort is that
"Every dog deserves a good home".*

Shane Fisher

From: Kal Fuller <Kal.Fuller@grandviewpd.us>
Sent: Tuesday, February 6, 2024 11:55 AM
To: Shane Fisher
Cc: Seth Bailey
Subject: Animal Control January Stats
Attachments: AnimalIntake (1).pdf; AnimalIntake (2) (1).pdf

CAUTION: External Email

Shane,

I wanted to send you the first monthly report for 2024 I have gotten from Sunnyside.

This is still in progress so I am not sure what it will look like in the future. They are still working on getting procedures set up.

I also have some info from ACO Goss attached below.

Based on talking to Goss it sounds like the majority of animals have been sent to the Benton County Humane Society. Beyond that, they have been able to either re-unite animals/owners or find enough other shelters to take them that they have been able to keep some kennel space open for intakes. Goss is a very positive person and seems to put a lot of energy into doing the best job she can to place every animal she can.

We obviously cannot do any type of proactive enforcement, but Goss has been responsive to Grandview citizen requests as she has time.

It seems to be working well. I am happy with the partnership so far.

It is good to see animals finding homes.

Kal Fuller
Chief of Police

Grandview Police Dept
201 W 2nd St
Grandview, Wa 98930

(509) 882-2000 24 hrs Dispatch
(509) 882-1232 Fax
kal.fuller@grandviewpd.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.

-----Original Message-----

From: Megan Goss <mgoss@sunnyside-wa.gov>
Sent: Saturday, February 3, 2024 3:57 PM
To: Kal Fuller <Kal.Fuller@grandviewpd.us>; Robert Layman <rlayman@sunnyside-wa.gov>
Subject: 2/3/24

Good evening,

I wanted to send you both some stats of total intakes with the limited space we have for animals. Most of these animals have been taken to other shelters, adopted or in fosters.

Attached is a report from the Yakima Humane Society for both cities. In total for Field services (aco) 18 dogs was brought to YHS between my time of hire, 11-1-23, to 1-31-24. and only 3 from public were accepted.

In total from 11-1-23 to 12-31-23 34 animals were Intaked. 13 from Grandview and 11 Sunnyside.

in total from 1-1-24 to 2-3-24 24 Animals are intaked. 4 from Grandview and 12 from Sunnyside.

Thank you,

Megan Goss

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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.

Intake Detail Report

Print Date Friday, February 2, 2024

Intake StartDate	11/1/2023 12:00 AM	Jurisdiction	Sunnyside
Intake EndDate	1/31/2024 11:59 PM	Injury Cause	All
Intake Type	All	PreAltered	All
Intake SubType	All	Site Name	All
Species	All	Age Group	All
DOA	All	Animal Tag Type	All
Intake Status	Completed		

Animal#	Animal Name	Species	Breed	Age	Gender	Color	PreAltered	IntakeDate	Intake Type	RefID
ARN	Tag type	Size	Location / Sublocation	Altered	Danger	Danger Reason	S/N	BY	Subtype	DOA

Field Services Total Intakes: 10 Total Unique Animals: 10

Public Total Intakes: 1 Total Unique Animals: 1

Total Count: 11

Intake Detail Report

Print Date Friday, February 2, 2024

Intake StartDate	11/1/2023 12:00 AM	Jurisdiction	Grandview
Intake EndDate	1/31/2024 11:59 PM	Injury Cause	All
Intake Type	All	Pre-Altered	All
Intake SubType	All	Site Name	All
Species	All	Age Group	All
DOA	All	Animal Tag Type	All
Intake Status	Completed		

Animal#	Animal Name	Species	Breed	Age	Gender	Color	Danger	Danger Reason	S/N	By	Intake Date	Intake Type	PatID		
ARN	Tag type	Size	Location / Sublocation	Altered	Danger	Danger Reason	S/N	By				Subtype	DOA		
Field Services															
Total Intakes: 8												Total Unique Animals: 8			
Public												Total Intakes: 2		Total Unique Animals: 2	

Total Count: 10

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SUNNYSIDE AND THE CITY OF GRANDVIEW FOR
ANIMAL CONTROL AGREEMENT**

WHEREAS, the City of Grandview and City of Sunnyside have agreed upon the terms set forth in an Animal Control Agreement; and,

WHEREAS, the City Council of the City of Grandview has determined that approving said Animal Control Services Agreement is in the best interest of the residents of the City of Grandview, and will promote the general health, safety and welfare,

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

The Mayor is hereby authorized to enter into an Animal Control Agreement with the City of Sunnyside in the form attached hereto and incorporated herein by this reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
SUNNYSIDE AND THE CITY
OF GRANDVIEW FOR
ANIMAL CONTROL
AGREEMENT**

This agreement is made and entered into this 8th day of January 2024, by and between the **CITY OF SUNNYSIDE**, a municipal corporation, hereinafter referred to as “Sunnyside”, and the **CITY OF GRANDVIEW**, a municipal corporation, hereinafter referred to as “Grandview”;

WHEREAS, the Revised Code of Washington Chapter 39.34 allows local governments to enter into Interlocal Agreements to make the most efficient use of their powers through mutual cooperation; and

WHEREAS, Sunnyside operates and provides Animal Control Officers designated to serve the City of Sunnyside; and

WHEREAS, Sunnyside is willing to provide animal control services to Grandview in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City Council has determined that it is in the best interest of Sunnyside to enter into a contract to provide Animal Control Services to Grandview in accordance with the terms and conditions of the attached agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between Sunnyside and Grandview as follows:

1. Animal Shelter Services

a. **Impounded Animals.** On delivery by Grandview, Sunnyside shall board all animals impounded by the designated Animal Control Officers at its animal shelter. Sunnyside shall keep accurate records of all animals impounded by the designated Animal Control Officers that are delivered to its animal shelter. Sunnyside shall submit a monthly report of all animals impounded, the date delivered to the animal shelter, the number of days impounded, the date of release, and/or the date euthanized.

b. **Stray Animals.** Sunnyside shall keep accurate records of all stray animals picked up within Grandview limits and delivered to its animal shelter.

c. **Owner Surrendered Animals.** Sunnyside shall also keep accurate records on all owner-surrendered animals accepted at its animal shelter and originating within Grandview limits.

d. **Unclaimed Animals.** Unclaimed animals impounded by Sunnyside and delivered to the animal shelter shall become the property of Sunnyside. All dogs without any form of ID (License, ID Tag, Microchip etc.) will be held for three (3) days. All dogs with some form of ID (license, ID Tag, microchip etc.) will be held for

five (5) days excluding Sundays, and legal holidays

e. Disposal of Dead Animals. Upon delivery by Grandview, Sunnyside shall properly dispose of all dead animals (dogs, cats, and other animals of similar size) picked up by the designated Animal Control Officer. Sunnyside shall provide a means of proper disposal for these dead animals at no additional cost to Grandview.

f. Redemption of Animals. The owner of any redeemed animal shall be responsible for the boarding charges and impound fees for such animal. Grandview shall not be responsible to Sunnyside for any fee in connection with a redeemed animal, with the exception of the \$15.00 per day fee incurred in cases of legal holds in which an animal stays at the shelter after the ten-day mandatory period. In cases where the animal is redeemed after a legal hold, the owner shall reimburse Grandview directly.

g. Collection of fees/fines. Sunnyside shall collect from the owner of any redeemed animal the appropriate license fees and such amounts of money required by Grandview law. Sunnyside shall not release an unlicensed animal to an owner that resides within Grandview until a license has been purchased with the appropriate copies of the license distributed to the owner and Grandview, and the license tag delivered to the animal owner.

h. Treatment of Animals. Sunnyside shall, at all times, both during and after the impound period, treat animals delivered by Grandview to its animal shelter in a humane manner. Sunnyside may euthanize, in a humane manner, any animal delivered to its animal shelter by Grandview, which obviously has a contagious disease, is so injured that it cannot be helped with medical treatment or is otherwise unadaptable due to behavioral issues.

i. Forms and Costs of Printing. Grandview will provide Sunnyside, or pay the cost of printing, all forms used in supplying statistics for its records.

j. Animal Control Officer. Sunnyside shall provide 1 Animal Control Officer to perform the duties set forth in Section 2 and Section 4 below. Such Animal Control Officer shall be deemed for all purposes to be an employee of Sunnyside and not an employee of Grandview.

k. Legal Holds. Grandview will pay \$15.00 per day for sheltering an animal, if the animal is required to stay at the shelter after the ten-day mandatory legal hold and the hold is caused by Grandview. This is an additional charge to this contract to be paid monthly, at the end of the following month after the month in which the charge is incurred.

2. Animal Control Officer Duties

a. Sunnyside will, through duly appointed and legally qualified agents and officers, diligently enforce all animal regulation laws and ordinances, including the capture and impound of animals running at large within the corporate limits of

Grandview in violation of Title 6: Chapters 6.04 and 6.06 of the Grandview Municipal Code.

b. Sunnyside will hold all impounded dogs at Sunnyside's facility in accordance with the applicable Grandview code.

3. **Sunnyside Standby Coverage.**

a. Should an after-hours emergency arise, the call shall be directed to Sunnyside's answering service.

b. Grandview agrees to compensate Sunnyside with an additional Ten Dollars (\$10.00) a day with a minimum of \$300.00 per month for additional after-hours coverage plus a Thirty Dollar (\$30.00) fee for each callout. The callout fee includes euthanasia services, if applicable.

4. **Consideration.**

Effective January 1, 2024, Grandview agrees to compensate Sunnyside a total of Three Thousand Five Hundred Forty-Three Dollars and thirty three cents (\$3,543.33) monthly with an annual amount of Forty two Thousand and Five Hundred Nineteen Dollars and ninety six cents (\$42,519.96) for one Animal Control Officer providing twenty (20) hours a week coverage. The annual amount of consideration paid by Grandview to Sunnyside, as set forth in this Section, shall increase annually by up to five percent (5%) for increases in Consumer Price Index and Cost of Living Adjustment, taking effect on January 1, 2025, and increasing the first of January each successive year, until this Agreement is Terminated.

Sunnyside as additional compensation for services rendered hereunder shall collect a Five Dollar (\$5.00) agent fee for the sale of each Grandview dog license sold at the animal shelter. This agent fee shall not be included in the cost of the dog license fee. Grandview shall also reimburse and/or pay for any animal transfer fee or costs in which Sunnyside has to deliver an animal to the Human Society on behalf of Grandview.

Sunnyside shall present Grandview with a monthly invoice before the tenth (10th) of the month following the month in which services were provided. It is understood and agreed that the contract sum shall be paid within thirty (30) days of receiving Sunnyside's billing invoice.

5. **Term of Agreement.** The term of this agreement shall commence on December 1, 2023, and shall continue automatically for additional annual terms upon the same terms and conditions set forth herein, unless either party gives the other written notice not later than August 31 of any year of its desire to terminate this Agreement. Such termination may be without cause and shall be effective on the last day of December of the year of such notice, and payments by Grandview of the months of September through December of that year shall be at the rates applicable to the existing agreement. Additionally, either party has the right to terminate this Agreement for cause in

according with Section 20 of the Agreement.

6. **Status of Sunnyside.** Sunnyside and Grandview understand and expressly agree that Sunnyside is an independent contractor in the performance of each and every part of this Agreement. Sunnyside and its employees shall make no claim of Grandview employment nor shall claim against Grandview any related employment benefits, social security, and/or retirement. Sunnyside may subcontract out services as necessary to perform the service listed in this contract with other approved animal control organizations such as, but not limited to, the Humane Society.
7. **Taxes and Assessments.** Sunnyside shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement, Sunnyside shall pay the same before it becomes due.
8. **Nondiscrimination Provision.** During the performance of this Agreement, Sunnyside shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.
9. **Compliance with Law.** Sunnyside agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local or otherwise.
10. **No Insurance.** It is understood that Grandview does not maintain liability insurance for Sunnyside and/or its employees.
11. **No Conflict of Interest.** Sunnyside represents that neither it nor its employees have any interest and shall not hereafter acquire an interest, direct or indirect, which would conflict in any manner of degree with the performance of this Agreement. Sunnyside further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Agreement.
12. **Indemnification and Hold Harmless.** Sunnyside agrees to protect, defend, indemnify, exonerate, and hold harmless Grandview, its elected and appointed officials, agents, officers, and employees (hereafter "parties protected") from (1) any and all claims, demands, liens, lawsuits, administrative and other proceedings, and (2) any and all judgments, awards, losses, liabilities, damages (including punitive or exemplary

damages), penalties, fines, costs and expenses (including legal fees, costs, and disbursements) for, and arising out of, or related to any actual or alleged death, injury, damage or destruction to any person or any property (including but not limited to any actual or alleged violations of civil rights) to the extent solely or concurrently caused by, arising out of, or related to any actual or alleged act, action, default, or omission (whether intentional, willful, reckless, negligent, inadvertent, or otherwise) resulting from, arising out of, or related to Sunnyside's provision of services, work or materials pursuant to this Agreement.

13. **Sunnyside's Insurance.**

a. **Commercial Liability.** On or before the date this Agreement is executed, Sunnyside shall provide Grandview with a certificate or insurance as proof of liability insurance in the amount of Two Million Dollars (\$2,000,000.00) that clearly states who the provider is, the amount of coverage, the policy number, and when the policy and the provisions provided are in effect (any statement in the certificate to the effect of "this certificate is issued as a matter of information only and covers no right upon the certificate holder" shall be deleted). Said policy shall be in effect for the duration of this Agreement. The policy shall name Grandview, its elected officials, officers, agents, and employees as additional insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving Grandview thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

b. **Worker's Compensation.** Sunnyside agrees to pay all premiums provided for by the Worker's Compensation Act of the State of Washington. Evidence of Sunnyside's workers' compensation coverage will be furnished to Grandview. Sunnyside holds Grandview harmless for any injury or death to Sunnyside's employees while performing this Agreement.

c. **Umbrella policy.** Sunnyside shall provide Grandview with a certificate of insurance as proof of an umbrella insurance policy with a total minimum liability limit of One Million Dollars (\$1,000,000.00). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall continue in effect for the duration of the Agreement. The policy shall name Grandview, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Grandview thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

14. **Delegation of Services.** The services provided for herein shall be performed by Sunnyside, and no other person other than regular associates or employees of Sunnyside shall be engaged upon such work or services except upon written approval of Grandview.
15. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Sunnyside to any other person or entity without the prior written consent of Grandview. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Sunnyside as stated herein.
16. **Severability.** If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
17. **Modification of Agreement.** If either party desires to change or modify this Agreement, such party shall give written notice to the other not later than August 31st of any year of its desire and if a new agreement has not been reached by the following January 1st, the Agreement shall terminate on the following March 31st.
18. **Integration.** This written document constitutes the entire agreement between Grandview and Sunnyside. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties. This Agreement supersedes any and all previous agreements between the parties.
19. **Non-Waiver.** The Waiver by Sunnyside or Grandview of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.
20. **Termination for Cause.** In the event that either party breaches or defaults with respect to any of its duties, obligations and conditions of this Agreement, the other party shall be entitled to terminate this Agreement by providing the preaching/defaulting party with a written termination notice thirty (30) calendar days in advance of the effective termination date. The notice shall describe how the other party is in breach/default of this Agreement. The preaching/defaulting party shall have the right to cure such breach/default during the thirty (30) day notice period.
21. **Notices.** Unless stated otherwise here, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

To Sunnyside: Elizabeth Alba, Sunnyside City Manager
818 E. Edison Ave.
Sunnyside, WA

To Grandview: Shane Fisher
City Administrator
207 West Second Street,
Grandview, WA 98930

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

22. **Survival.** Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.
23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
24. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

EXECUTED THIS 8th day of January, 2024

CITY OF SUNNYSIDE

By: Elizabeth Alba
Elizabeth Alba, City Manager

CITY OF GRANDVIEW

By: _____
Ashley Lara, Mayor

ATTEST:

Jacqueline Renteria
Jacqueline Renteria, City Clerk

ATTEST:

Anita Palacios, MMC, City Clerk

APPROVED AS TO FORM:
SAXTON RILEY & RILEY:

Benjamin J. Riley
BY: Benjamin J. Riley
Attorneys for the City of Sunnyside

APPROVED AS TO FORM:

Quinn Plant, City Attorney

RESOLUTION NO. 2019-3

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL COOPERATION
AGREEMENT BETWEEN THE CITY OF SUNNYSIDE AND THE CITY OF
GRANDVIEW FOR EMERGENCY MEDICAL TRANSPORT SERVICES**

WHEREAS, the City of Sunnyside and the City of Grandview have agreed upon the terms set forth in an Interlocal Cooperation Agreement for Emergency Medical Transport Services, and,

WHEREAS, the City Council of the City of Grandview has determined that approving said Interlocal Cooperation Agreement with the City of Sunnyside for Emergency Medical Transport Services is in the best interest of the residents of the City of Grandview, and will promote the general health, safety and welfare,

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

The Mayor is hereby authorized to enter into an Interlocal Cooperation Agreement with the City of Sunnyside for Emergency Medical Transport Services in the form attached hereto and incorporated herein by this reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 22, 2019.

MAYOR



ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF SUNNYSIDE
and
THE CITY OF GRANDVIEW
for
EMERGENCY MEDICAL TRANSPORT SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT entered into this ____ day of ____ 2019, between the City of Sunnyside (“Sunnyside”), a Washington Municipal Corporation, and the City of Grandview (“Grandview”), a Washington Municipal Corporation, both located in Yakima County, as authorized by Chapter 39.34 of the Revised Code of Washington, for the provision of emergency medical transport services.

WHEREAS, Sunnyside is licensed by the State of Washington to provide emergency medical transport services to residents within Sunnyside and surrounding region pursuant to Yakima County EMS and Trauma Care Council guidelines; and

WHEREAS, Sunnyside complies with all federal, state and local laws and regulations to continually participate in Medicare, Medicaid, TRICARE, and other federal and state healthcare programs; and

WHEREAS, Grandview has a need for emergency medical transport services within its municipal boundaries; and

WHEREAS, Grandview will contribute financial support to Sunnyside to hire additional cross-trained staff to provide emergency medical transport services within its municipal boundaries; and

WHEREAS, Sunnyside and Grandview wish to enter into this Interlocal Cooperation Agreement for the provision of emergency medical transport services for calls for service originating from locations within Grandview’s municipal boundaries.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follow:

1. **Purpose.** The purpose of this agreement is to allow Sunnyside to provide ambulance services within the Grandview city limits.

2. **Responsibilities of the City of Sunnyside.** Sunnyside shall provide twenty-four (24) hour per day ambulance service to the City of Grandview which will consist of a 12-hour shift stationed in Grandview and a 12-hour shift responding from Sunnyside. Sunnyside shall make available the necessary emergency medical transport vehicles (ambulances), equipment, and personnel to respond within Grandview to requests for emergency medical transport services. Sunnyside shall use all reasonable means to provide for a prompt response with

sufficient vehicles, equipment and personnel to respond to requests for emergency medical transport services and other fire department related emergencies as may be requested, provided services fall within the training, certification, and job description of its employee(s) and volunteer(s).

Sunnyside shall provide Grandview with a quarterly report on the first day of January, April, July and October of each year this agreement remains in effect. Each quarterly report will include the number of calls originating within Grandview.

3. **Responsibilities of the City of Grandview.** Grandview shall pay a monthly fee assessed by Sunnyside in the amount of \$13,620 to be used to support the cost of adding additional staff. Payment will be due and payable at the first of each month preceding services. Any payment not made by the 10th of each month shall incur a late fee of 1.5 percent per month interest until paid. Sunnyside shall provide a monthly courtesy statement to Grandview.

The monthly fee established herein is subject to change due to any increase or decrease in funding from outside sources.

The City of Grandview may provide suitable quarters for an ambulance and ambulance personnel at the City of Grandview Fire Department or other location as deemed appropriate by both parties for every hour that Grandview desires the presence of an ambulance and crew within its municipal boundaries. Said quarters, whether temporary or permanent in structure shall include fully furnished living area, bathroom facilities with showers, kitchen, and sleeping rooms as well as ample heated garage space for the apparatus and accompanying equipment. Quarters shall be approved by Sunnyside.

The parties understand that no such facility currently exists and that Grandview, if it desires 24-hour staffing of ambulance personnel, will have to locate a suitable location, design, and then remodel or build the facility. During the interim period, services will be provided as identified in Section 2.

4. **Cost of Service.** Until 24-hour staffing is established in Grandview for the calendar year 2019, the annual cost of service is \$617,079 as outlined in Exhibit "A" attached hereto and incorporated herein by reference. Said fee, and the fee assessed in each subsequent year of this Agreement, shall be paid in twelve monthly installments in accordance with Section 3 of this Agreement.

It is neither the intent of neither Sunnyside nor Grandview to annually negotiate the terms of this Agreement. The parties however recognize that the costs of services pursuant to this Agreement may change over time. In the event either Sunnyside or Grandview seek to change the fee assessed pursuant to this Agreement or the level of services, each party shall first notify the other in writing of its intent to do so, and of the reasons for the proposed change, no later than the first day of September the preceding year. If either party objects or for other reasons disagrees with the proposed change, the objecting party shall notify the initiating party in writing within thirty

(30) days after receiving notice. The parties shall undertake good faith efforts to resolve any dispute as to an increase or decrease in fees assessed pursuant to this Agreement. In the event the parties are not able to resolve their disagreement, said disagreement shall be resolved by way of binding arbitration to occur no later than the last day of November as set forth in Section 15 of this Agreement, provided that each party shall bear its own costs and the costs and fees of the arbitrator shall be shared equally by the parties. Any fee or service increase or decrease implemented pursuant to this Agreement shall become effective on the first day of January the subsequent year.

5. **Term.** This Agreement shall commence on the 1st day of September 2019 and continue until December 31, 2024. This Agreement shall automatically renew for one additional five (5) year term after the initial term unless terminated by either party.

6. **Independent Contractor.** The parties intend that an independent contractor relationship be created by this Agreement. Nothing herein shall be construed to create an employer-employee or master-servant relationship. All services performed pursuant to this Agreement shall be performed by the City of Sunnyside as an independent contractor.

7. **Indemnification.** Sunnyside shall indemnify, defend, and hold harmless Grandview, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of Sunnyside, its officers, agents and employees, in the performance of the Agreement.

Grandview shall indemnify, defend, and hold harmless Sunnyside, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of Grandview, its officers, agents and employees, in the performance of the Agreement.

8. **Termination/Modification.** Any Party hereto may terminate this Agreement upon written notice either personally delivered or mailed postage-prepaid by certified mail not less than six months nor greater than 12 months.

9. **Termination for Breach.** This Agreement may be terminated by either Party for cause, provided that in the event of a breach, the non-breaching party shall give written notice to the breaching party stating specifically the provision of the Agreement alleged to have breached and the factual basis underlying the alleged breach. Within 30 days after the receipt of the notice, the breaching party shall:

- a. cure said breach; or
- b. contest the alleged breach.

Failure to cure the breach or contest the alleged breach within 30 days shall be deemed a material breach of this Agreement and shall enable the non-breaching party to unilaterally terminate this

Agreement upon written notice of termination via certified mail to the breaching party. Termination shall be effective upon receipt of said notice.

In the event of such termination Grandview shall pay Sunnyside for all services provided up to the date of termination. Sunnyside shall refund any payments made for services which have not been provided.

10. **Implementation.** The Chief Executive Officers of Sunnyside and Grandview will be jointly responsible for proper implementation of this Agreement.

11. **Interlocal Cooperation Act Provision.** Each party will use its own vehicles, equipment, inventory and personnel for their respective performances under the terms of this Agreement unless otherwise provided herein, which shall remain the sole property and responsibility of each respective party. All personnel utilized by Sunnyside and Grandview in the fulfillment of this Agreement shall be solely within the supervision, direction and control of the respective entity and shall not be construed as "loan servants" or employees of the other party. No special funds or budgets are anticipated, nor shall be created as a result of this Agreement. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of any real or personal property anticipated. The respective fire chiefs from the City of Sunnyside and City of Grandview shall cooperatively, through mutual agreement of both parties, determine appropriate response, operational, and related policies and procedures to automatically assist and facilitate the intent of this ILA through memorandum of understanding with notice to and consent from each City's respective administrator as listed in Section 12 of this Agreement. Such MOU may be periodically updated and amended as necessary to meet the public safety needs of each City without invalidating this Agreement.

12. The City of Sunnyside's City Manager along with the City of Grandview's City Administrator shall be designated as the Administrators of this Interlocal Cooperation Agreement.

A copy of this Agreement shall be filed with the Yakima County Auditor or posted upon the website of either of the entities in compliance with RCW 39.34.040.

13. **Anti-Discrimination.** The Parties agree that they shall not discriminate against any worker, employer, or applicant, or any member of the public or otherwise commit an unfair employment practice, as specified in Chapter 49.60 RCW.

14. **Notice.** All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return receipt requested, to the attention of the individual or position identified below. The Parties may, upon mutual agreement, determine to accept notice via email.

City of Sunnyside:
Martin Casey, City Manager, or successor
City of Sunnyside
818 East Edison Avenue
Sunnyside WA 98944
E-Mail: mcasey@sunnyside-wa.gov

City of Grandview
Cus Arteaga, City Administrator, or successor
City of Grandview
207 West Second Street
Grandview WA 98930
E-Mail: cartega@grandview.wa.us

15. **Applicable Law/Dispute Resolution.** This Agreement is governed, construed and enforced in accordance with the laws of the State of Washington. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event the dispute is not resolved, it shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); and venue shall be placed in Yakima County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

16. **Non-Waiver.** Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice to the party's right to require strict performance of the same provision or any other provision in the future.

17. **Entire Agreement/Modification.** This Agreement contains all the terms and conditions agreed to by the Parties. All items incorporated by reference are attached. No other understanding, verbal or otherwise, in regard to the subject matter of this Agreement shall be deemed to exist. Any modification of this Agreement shall be in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the Parties have executed this Agreement by the duly authorized officers on the day and year first written above.

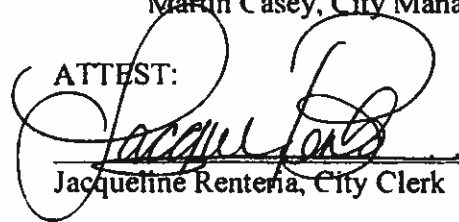
CITY OF SUNNYSIDE

CITY OF GRANDVIEW


By: 
Martin Casey, City Manager

By: 
Mayor Gloria Mendoza


ATTEST:


Jacqueline Renteria, City Clerk

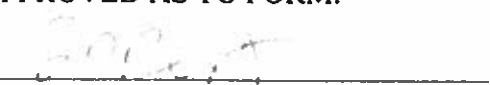
ATTEST:


Anita Palacios, City Clerk

APPROVED AS TO FORM


Kerr Law Group
Attorneys for the City of Sunnyside

APPROVED AS TO FORM:


Quinn Plant
Attorney for the City of Grandview

CITY CONTRACT NO: _____
RESOLUTION NO: _____
COUNCIL MTG: _____

STATE OF WASHINGTON)
:ss
County of Yakima)

On this day personally appeared before me MARTIN CASEY, City Manager for the City of Sunnyside, to be known to be the individual in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of JULY 2019.

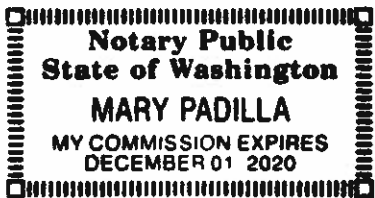


Martin Casey
Notary Public in and for the State of Washington
Residing at Grandview
My Commission Expires 04-11-22

STATE OF WASHINGTON)
:ss
County of Yakima)

On this day personally appeared before me Gloria Mendoza, Mayor for the City of Grandview, to be known to be the individual in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of July 2019.



Mary Padilla
Notary Public in and for the State of Washington
Residing at Grandview
My Commission Expires 12/1/20

EXHIBIT A

Proposal to provide ambulance transport service to City of Grandview

PROJECTED ANNUAL OPERATIONAL COST	Year 1	Year 2
Annual Payroll:		
Full-Time Salaries & Benefits (4 FTE using 2018 CBA step A in Year 1)	\$ 386,984	\$ 406,333
Part-Time Reserve Backfill Stipends & Benefits (Initiative 1433 compliant)	\$ 155,200	\$ 162,960
Unforeseen Overtime 1.5%	\$ 5,805	\$ 6,095
Subtotal Annual Payroll:	\$ 547,989	\$ 575,388
Annual Professional Services:		
Insurance - Personnel (included in payroll) + Vehicles under SFD umbrella	SFD	SFD
Legal Fees - TBD via Interlocal Agreement	TBD	TBD
DOH Ambulance Licensing Fees -	SFD	SFD
EMS Billing 458 Grandview calls (assumes 3.5% projected volume increase)	\$ 11,450	\$ 11,851
LVFD Dispatch Fees (4.6% annual increase)	\$ 24,050	\$ 25,156
Vehicle Maintenance Services	\$ 5,200	\$ 5,460
Annual DOT Physicals	\$ 810	\$ 910
Subtotal Annual Professional Services:	\$ 41,510	\$ 43,377
Annual Training & Consumable Supplies		
Personnel Uniforms (FTE & PT Reserves Backfill)	\$ 6,505	\$ 6,505
Annual NFPA OSHA EMS Training & ConEd	\$ 7,500	\$ 7,500
Zoll Maintenance Fees	\$ 1,100	\$ 1,100
Fuel & Oil	\$ 9,500	\$ 9,500
EMS Disposable Equipment	\$ 2,975	\$ 3,124
Subtotal Annual Training & Consumable Supplies:	\$ 27,580	\$ 27,729
TOTAL PROJECTED ANNUAL OPERATIONAL COSTS:	\$ 617,079	\$ 646,494
PROJECTED REVENUE & OFFSETS		
EMS Billing for estimated 800 calls in Region III (a \$189 each (3.5% volume)	\$ 151,200	\$ 156,492
YCOEMS Levy on estimated 672 calls	\$ 97,440	\$ 97,440
Subtotal Projected Revenue & Offsets	\$ 248,640	\$ 253,932
Projected Annual Net Cost:	\$ 368,439	\$ 392,562
Sunnyside Annual Share	\$ 205,000	\$ 205,000
Grandview Annual Share	\$ 163,439	\$ 187,562
:Grandview monthly breakdown remainder 2019 thru December 31, 2020	\$ 13,620	
:Grandview monthly breakdown January 1, 2021 thru December 31, 2021		\$ 15,630

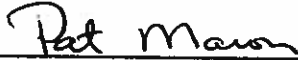
Memorandum of Understanding
to the
INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE AND THE CITY
OF GRANDVIEW FOR EMERGENCY MEDICAL TRANSPORT SERVICES DATED
JULY 8, 2019

As authorized by the above-referenced agreement, the Sunnyside Fire Chief and Grandview Fire Chief mutually agree that all their respective departments personnel will be allowed to drive and operate the other departments equipment and apparatus providing that said personnel have been trained and signed off to do so.

The parties hereto have executed this Memorandum of Understanding this 11th day of ~~February~~, 2020.

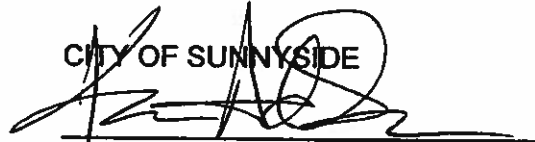
March

CITY OF GRANDVIEW



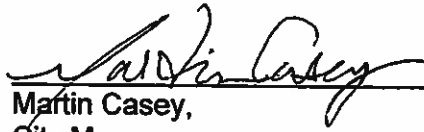
Pat Mason,
Fire Chief

CITY OF SUNNYSIDE



Ken Anderson,,
Fire Chief



Cus Arteaga,
City Administrator

Martin Casey,
City Manager