

**GRANDVIEW CITY COUNCIL
MEETING AGENDA
TUESDAY, JANUARY 26, 2016**



STUDY SESSION – 5:30 PM

	<u>PAGE</u>
1. HLA Engineering & Land Surveying, Inc., RE: Indirect Cost Rate for Overhead Calculation	
2. Grandview City Council Procedures Manual	1-17

REGULAR MEETING – 7:00 PM

1. CALL TO ORDER & ROLL CALL	
A. Oaths of Office:	18
• Council Position 4 – Gaylord Brewer	
• Council Position 5 – Bill Moore	
2. PLEDGE OF ALLEGIANCE	
3. PRESENTATIONS	
A. Oaths of Office – Police Officers Cole Hecker and Robert Flores	
4. PUBLIC COMMENT	
5. CONSENT AGENDA	
A. Minutes of the January 12, 2016 study session	19-22
B. Minutes of the January 12, 2016 regular meeting	23-26
C. Payroll Electronic Fund Transfers (EFT) Nos. 5499-5503 in the amount of \$71,445.61	
D. Payroll Check Nos. 8594-8610 in the amount of \$97,980.49	
E. Payroll Direct Deposit 01/01/16 – 01/15/16 in the amount of \$88,229.77	
F. Claim Check Nos. 109756-109853 in the amount of \$196,729.82	
6. ACTIVE AGENDA	
A. Resolution No. 2016-2 approving a Site Use Agreement between People For People and the City of Grandview Community Center	27-35
B. Resolution No. 2016-6 authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Daniel Polage	36-47
C. Resolution No. 2016-7 approving Task Order No. 2016-02 with HLA Engineering and Land Surveying, Inc., for the Municipal Pool Improvements – Phase 2	48-53
D. Resolution No. 2016-8 authorizing the Mayor to sign a Repayment Contract between the City of Grandview and FruitSmart, Inc.	54-57
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9. MAYOR & COUNCILMEMBER MEETING REPORTS	
10. EXECUTIVE SESSION	
11. ADJOURNMENT	

GRANDVIEW CITY COUNCIL

PROCEDURES MANUAL

ADOPTED 02/04/86	RES NO. 86-10
REVISED 01/20/87	ORD NO. 1184
REVISED 01/04/88	RES NO. 88-1
REVISED 07/17/89	RES NO. 89-34
REVISED 01/02/90	RES NO. 90-1
REVISED 02/05/90	RES NO. 90-5
REVISED 12/16/91	RES NO. 91-66
REVISED 05/04/92	RES NO. 92-18
REVISED 11/02/92	RES NO. 92-39
REVISED 11/16/92	RES NO. 92-47
REVISED 01/19/94	RES NO. 94-03
REVISED 7/16/01	RES NO. 2001-30
REVISED 10/13/15	RES NO. 2015-40



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- D. RCW 42.17 Public Records
- E. RCW 42.23.030 Code of Ethics
- F. RCW 39.30.020 Competitive Bidding
- G. RCW 42.36 Appearance of Fairness

*** NOTE: These statutes may change from time to time and current RCW's should be available at City Hall.**

**CITY COUNCIL
PROCEDURES MANUAL**

SECTION 1. GENERAL RULES:

1.1 **Public Meetings:** All meetings of the Council, with the limited exception of Executive Sessions, shall be open to the public, and minutes shall be kept of all regular and special meetings of the Council, and shall be available for public inspection in accordance with RCW Chapter 42.30.

1.2 **Quorum:** At all meetings of the Council, a majority of the Councilmembers shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time and may compel the attendance of absent members.

1.3 **Voting on Ordinance:** The passage of any ordinance, grant, or revocation of a franchise or license, and any resolution for the payment of money shall require the affirmative vote of at least a majority of the whole membership of the Council, in accordance with RCW 35A.12.120.

1.4 **Tie-Votes:** In the event of a tie vote, the Mayor shall have a vote only in the case of a tie in the votes of the Councilmembers with regard to matters other than the passage of any ordinance, grant, or revocation of franchise or licenses, or any resolution for the payment of money.

1.5 **Ordinances--Subject--Effective Date:**

(a) No ordinance shall contain more than one subject and that must be clearly expressed in its title.

(b) No ordinance or any section or subsection thereof shall be revised or amended unless the new ordinance sets forth the revised ordinance or the amended section or subsection at full length.

(c) No ordinance shall take effect until five days after the date of its publication unless otherwise provided by State Law, except that an ordinance passed by a majority plus one of the whole membership of the Council, designated therein as a public emergency ordinance necessary for the protection of public property or public peace, may be made effective upon adoption, but such ordinance may not levy taxes, grant, renew, or extend a franchise, or authorize the borrowing of money.

1.6 **Ordinances--Mayor's Veto:** Every ordinance which passed the Council in order to become valid must be presented to the Mayor, if he approves it, he shall sign the ordinance. If not, he shall return the ordinance with his written objection to the Council and the Council shall cause his objections to be entered into the minutes and shall proceed to reconsider the ordinance. If, upon reconsideration, a majority plus one of the whole membership votes in favor of its passage, the ordinance shall become valid without the Mayor's approval. If the Mayor fails for 10 days to either approve or veto an ordinance, it

shall become valid without his approval. Ordinances shall be signed by the Mayor, attested by the City Clerk, and approved by the City Attorney, as to form.

1.7 **Adoption by Reference:** Ordinances may, by reference, adopt Washington State statutes and State, County, or City Codes, regulations, or ordinances or any standard code of technical regulations, or portions thereof. Said adopted codes, statutes, or regulations so adopted need not be published in a newspaper as provided in Section 2.7, but the adopting ordinance shall be so published and the adopted code, statutes, or regulations so adopted shall be on file at the office of the City Clerk for uses and examination of the public and shall be authenticated and recorded by the City Clerk along with the ordinance.

SECTION 2. MEETINGS:

2.1 **Day and Time of Regular Meetings:** The regular meetings of the Council shall be held on the second and fourth Tuesdays of each and every month at the hour of 7:00 p.m.; provided, that regular meetings shall be held on the next succeeding day when the meeting day is a state-established holiday.

2.2 **Location of Meetings:** All regular meetings of the City Council shall be held in the City Hall situated at 207 West Second Street in the City, unless Council at a previous meeting decides to hold them elsewhere.

2.3 **Failure to Attend Meeting--Arrest:** Whenever a lesser number of Councilmembers than a quorum are present at the time and place fixed by Ordinance for any regular meeting or of any legally called meeting of the Council, such member or members as are present shall have the authority to order any police officer of the City to arrest and bring to such meeting any or all absent Councilmember, whether absent at the time fixed for open meeting or later in the session.

2.4 **Penalty for Refusal to Attend Meeting:** Any member refusing to attend when so required under Section 2.3 shall be deemed guilty of a misdemeanor and fined in any sum of not less than one dollar nor more than five dollars.

2.5 **Special Meetings:** Special meetings may be called by the Mayor or any three members of the Council by written notice delivered to each member of the Council by mail or personally at least 24 hours before the time specified for the proposed meeting. The call and notice shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meeting by the City Council.

2.6 **Executive Sessions:** Executive sessions may be held in accordance with the State Open Meetings Act, RCW Chapter 42.30, and by amendments thereto. Unless amended by RCW, said executive sessions may be called during regular or special meeting to consider:

- (a) matters affecting national security.

(b) selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

(c) the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing of public property shall be taken in a meeting open to the public.

(d) review negotiations on the performance or publicly-bid contracts where public knowledge regarding such consideration would cause a likelihood of increased costs.

(e) to receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge.

(f) to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body or salaries, wages, or other conditions of employment to be generally applied within the City shall occur in a meeting open to the public, and when a governing body elects to take final action on hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public.

(g) to evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public.

(h) to discuss with legal counsel representing the City matters relating to the City enforcement actions, or to discuss with legal counsel representing the City litigation or potential litigation to which the City, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

(i) before convening in executive session, the Mayor shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the Mayor.

SECTION 3. RULES OF ORDER:

3.1 **Rules Governing:** Meetings shall be governed by Robert's Rules of Order Revised.

3.2 **Preservation of Order:** The Mayor, Mayor Pro-Tem, or the elected chairman, in the absence of the Mayor and Mayor Pro-Tem, shall preside over all meetings and shall preserve order and decorum, prevent attacks on personalities, or the impugning of member's motives, and confine members in debate to the question under discussion.

3.3 **Points of Order:** The chairman shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the Chairman be sustained?"

3.4 **Reading of the Minutes:** Unless a reading of the minutes of a Council meeting is requested by a member of the Council, such minutes may be approved without reading if the City Clerk properly furnished each member with a copy thereof.

3.5 **Conflicts of Interest:** Councilmen or the Mayor shall excuse themselves from the Council Chamber during any discussions or vote on any subject in which there are conflicts of interest or which may give the appearance that there may be a conflict of interest.

3.6 **Permission to Speak:** No member shall speak more than twice on the same subject without permission of the presiding officer. No person, not a member of the Council, shall be allowed to address the same while in session without the permission of the presiding officer.

3.7 **Motions:** Motions shall be reduced to writing when required by the presiding officer of the Council. All resolutions and ordinance shall be in writing.

3.8 **Motions to Reconsider:** Motions to reconsider must be by a member who voted with the majority, and at the same or next succeeding meeting of the Council.

3.9 **Journal of Proceedings:** The City Clerk shall keep a correct journal of all proceedings and at the desire of any member of ayes and nays shall be taken on any question and entered in the journal.

3.10 **Questions of Order:** All questions of order shall be decided by the presiding officer of the Council with the right of appeal to the Council by any member.

3.11 **Presiding Officers-Discretion:** The presiding officer of the Council may, at his discretion, call any member to take the chair, to allow him to address the Council, make a motion, or discuss any other matter at issue.

3.12 **Motions to Table:** Motions to lay any matter on the table shall be first in order; and on all questions, the last amendment, the most distant day, and the largest sum shall be put first.

3.13 **Abstentions:** Any member not voting is deemed to be voting with the majority, except as to matters with respect to which such council member has a disqualifying interest.

3.14 **Adjournment:** A motion for adjournment shall always be in order.

3.15 **Rules-Changes:** The rules of the Council may be altered, amended, or temporarily suspended by a vote of two-thirds of the members present.

3.16 **Committee-Reports:** The chairman of each respective committee, or the Councilmember acting in that capacity in his place, shall submit or make all reports to the Council when so requested by the presiding officer or any member of the Council.

3.17 **Attendance of Staff:** The City Administrator, City Clerk, City Attorney, City Treasurer, Police Chief, Fire Chief, Public Works Director, Parks and Recreation Director, Library Director and such other officers or employees of the City shall, when requested, attend all meetings of the Council.

3.18 **Procedure of Presenting Matters to Council:**

(a) All matters coming before the City Council shall first be referred to a standing committee. Therefore, all new matters shall be placed on the Council agenda as new business for referral to the appropriate standing committee.

(b) At the next Council meeting, after such referral to the standing committee, the standing committee will report their recommendation to the Council. If the standing committee feels that it is something that should be referred to the Mayor for disposition as an administrative matter, then the standing committee will report that back to the Council at the next Council meeting. Otherwise, the matter will come back to the Council for their action.

(c) If a matter is of an emergency nature, the Council can vote to suspend the rules pursuant to Section 3.15 of this manual and dispose of an item immediately.

3.19 **Citizen Participation**

The following rules are intended to promote an orderly system of holding a public meeting and to give every person an opportunity to be heard.

(a) **Addressing the Council:** Any person desiring to address the Council under agenda item "Citizen Participation," shall first secure the permission of the Mayor.

(b) **Manner of Addressing the Council - Time Limit:** Each person addressing the Council shall step up to the microphone, will give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the Council, shall limit their remarks to three minutes. All remarks shall be addressed to the Council as a whole, not individual Councilmembers. No person, other than the Mayor, members of the Council, and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked of the Councilmembers, except through the Mayor. No one other than the Mayor may interrupt

the speaker and the Mayor is obligated to interrupt if the speaker exceeds the time limit or when it is necessary to uphold the rules and restore order. The Council will then determine the disposition of the issue (information only, place on present agenda, a future agenda, assign to staff, or do not consider).

(c) **Personal and Slanderous Remarks:** Any person making personal, impertinent or slanderous remarks, or who shall become boisterous, threatening, intimidating, disrespectful or personally abusive while addressing the Council may be requested to leave the meeting and may be forthwith, by the Mayor, barred from further audience before the Council during that Council meeting. No demonstrations, noises, or other disruptive expressions are allowed.

(d) **“Out of Order” comments:** The Mayor has the authority to preserve order at all meeting of the Council and to enforce the Rules of the Council. Any person whose comments have been ruled out of order by the Mayor shall immediately cease and refrain from further improper comments or disorderly conduct. The refusal of an individual to desist from inappropriate, slanderous or otherwise disruptive remarks after being ruled out of order by the Mayor may be subject to removal from the Council Chambers and banned from addressing the Council in the future unless permission is granted by the Mayor. The Mayor may command assistance of any police officer to enforce all lawful orders of the Mayor to restore order at any meeting.

(e) **Citizen Complaints:** Citizens with complaints, concerns or questions will be encouraged to refer the matter to the City Administrator or ask that the matter be placed on a future City Council meeting agenda with the appropriate background information. The Mayor shall refer administrative matters to the City Administrator for resolution.

Personnel matters, including labor negotiations, grievances, hiring, and dismissals will not be dealt with at public Council meetings. Such complaints may be submitted in writing to the City Administrator or Mayor.

SECTION 4. AGENDA:

4.1 **Agenda Preparation:** The order of business of each meeting shall be as contained in the agenda prepared by the City Clerk. The agenda shall be a listing by topic of subjects to be considered by the City Council and shall be formulated as follows:

4.2 **Agenda Matters--Submitted:** Matters shall be submitted for the City Council agenda as follows:

- (a) Any member of the City Council may place a matter on the agenda.
- (b) All other matters to be placed on the agenda shall be submitted to the City Administrator or to the Mayor for consideration and possible placement on the agenda.
- (c) All matters placed on the agenda shall be noted with the sponsor's name.

(d) All reports, communications, ordinances, resolutions, and other items to be submitted to the Council shall be delivered to the City Clerk no later than 12:00 Noon on the Wednesday preceding each Council meeting, whereupon the City Clerk shall arrange a list of such matters according to the order of business.

(e) The agenda shall be delivered to each Councilmember by 5:00 p.m., the Friday preceding the Council meeting.

4.3 **Order of Business:** The order of business shall be as follows:

- (a) Call to Order & Roll Call
- (b) Pledge of Allegiance
- (c) Presentations
- (d) Public Comment - at which the citizens may address the Council on matters other than those appearing on the agenda.
- (e) Consent Agenda
 - (i) Minute Approval
 - (ii) Payroll and Claim Payments
- (f) Active Agenda
- (g) Unfinished and New Business
- (h) City Administrator and/or Staff Reports
- (i) Mayor & Councilmember Meeting Reports
- (j) Executive Session
- (k) Adjournment

4.4 **Consent Agenda:** Items may be placed on a "Consent Agenda" which items of business will be voted on together by the Council, unless a Councilmember requests that one or more of the items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under "Unfinished and New Business".

4.5 **Active Agenda:** This section of the agenda shall include items of a general nature, including:

- (a) Resolutions and ordinances previously discussed at a Council meeting.

- (b) Consideration of bids, L.I.D.'s, and related matters.

4.6 **Unfinished and New Business:** This section of the agenda shall include all items of a general nature, including resolutions and ordinances put forward to the regular meeting and items that have been removed from the Consent Agenda.

SECTION 5. COMMITTEES

Standing Council Committees, with the exception of the Personnel and Finance Committee which shall be a Committee-of-the-Whole, shall consist of three Councilmembers each, and their responsibilities are as follows:

5.1 (a) Utilities Committee: Responsible for the development of policy, rates, and fees relating to water, sewer, and irrigation utilities.

(b) Streets Committee: Responsible for the development of policy and fees relating to streets, alleys, sidewalks, drainage, street utility, garbage, and cemetery departments.

(c) Public Safety Committee. Responsible for the development of policy and fees for the Police Department, Fire Department, Animal Control Department, business license and building inspection, and public health matters.

(d) Parks and Recreation Committee. Responsible for the development of policy and fees relating to Parks and Recreation programs, Senior Center, Library, and Museum, and swimming pool.

(e) Personnel and Finance Committee. Shall consist of the Committee-of-the-Whole and shall be responsible for the development of policy relating to administrative matters, including personnel, finance, civic buildings, and the annual budget.

5.2 Ad Hoc Committees shall be appointed as deemed necessary.

5.3 The City Council may meet as a Committee-of-the-Whole, or in study session, for any specific issue.

5.4 At the first meeting in January each year, the members of each Committee shall be appointed by the Mayor and confirmed by Council. The Mayor shall consult with Councilmembers with respect to their preferences prior to making the appointments. The Mayor and City Administrator shall be ex-officio members of all Committees, except the Committee-of-the-Whole. The City Administrator shall designate which staff members shall attend each Committee meeting. Staff members shall not have a vote.

5.5 (a) Each standing Committee should immediately after its appointment select their chairperson, determine the time, date, and frequency of its regular meetings and shall advise the Mayor, City Council, and staff of those times. The City Clerk shall

then issue the notices required by the Open Public Meetings Act. When establishing meeting times, Committees should keep in mind the time requirements of staff to prepare the minutes and recommendations of the Committee so that the City Clerk has them in hand in time for the preparation of the Council Committee agendas and not cause unnecessary delays in the decision making process.

(b) Actions and recommendations of all Committees shall be subject to the approval of the City Council. Copies of all Committee agendas and minutes shall be provided to the Mayor, Councilmembers, City Administrator, City Clerk, and appropriate City staff.

(c) Committees in their deliberations shall limit their discussions to matters of a policy nature, but they may discuss operational efficiencies in their area of responsibility. Any conclusions or recommendations shall be directed through the Department Head and City Administrator to the Mayor for consideration. Direction of staff and day-to-day operations are the responsibility of the Mayor and City Administrator and Council Committees and Councilmembers shall act accordingly.

(d) Each Committee may deal with all matters referred to it by the Mayor, City Council, or City Administrator and report back within a time period specified in the request.

(e) From time to time, issues are referred to Committees that are of an overlapping nature. The Committees and staff shall cooperate in the interfacing of situations like this and depending upon the importance of the issue it may even be necessary to hold joint Committee meetings and issue a joint report or recommendation to City Council. Any Committee or Department Head can ask to have a staff member from another department attend a Committee meeting for the provision of information. This should be arranged through the cooperation of the administrative staff. All departments shall ensure that the provision of information be handled as expeditiously as possible.

(f) Each standing Committee should continuously review City policies, regulations, ordinances, and resolutions that are relevant to the area of responsibility of their Committee. Any proposed change in policy shall be discussed with the appropriate Department Head, City Attorney, City Administrator, and/or Mayor to determine how it will affect the departments operation and how it may relate to existing ordinances, resolutions, regulations, State law, and other conditions prior to its presentation to the City Council.

(g) Each Committee shall tour the facilities of the department concerned as early as possible after the first Committee meeting each year so that the members may familiarize themselves and have firsthand knowledge of City operations to help them in their policy deliberations throughout the year.

(h) At the discretion of the Chair and Committee members, recommendations may come forward to Council in either a formal manner or simply a consensus of opinion of that Committee.

5.6 Any procedures not specifically covered in this section shall be in accordance with Section 1 General Rules, Section 2 Meetings, and Section 3 Rules of Order.

SECTION 6. LAPTOP USAGE POLICY:

6.1 Purpose: The City of Grandview recognizes that the use of digital communications has become necessary to conduct official business. This policy strives to ensure that the Mayor and Council Members are able to be issued a device which will enable them to utilize digital communications in a manner consistent with their role as an elected official and applicable law.

6.2 Ownership:

(a) One laptop computer and accessory package will be issued to the Mayor and each member of Council. Laptops issued under this policy will remain the property of the City of Grandview. The Mayor and members of Council will have no ownership, interest or right to title of the laptop.

(b) Each recipient issued a laptop is responsible for the security and care of that laptop, regardless of where the laptop is used.

(c) All laptops will be covered by a hardware warranty and supplemental support plan through the manufacturer or a third party.

(d) Upon vacating elected or appointed seat, each laptop recipient will ensure that their laptop is returned to the City Clerk. The City Council shall have the discretion to declare the laptop surplus and authorize its disposal or to direct the City Clerk to reimage the laptop and reissue the laptop to the next holder of that seat.

6.3 Passwords: Council Members granted access to the City's electronic mail (e-mail) system will be issued an initial identifying password. A Council Member must immediately notify the City Clerk of any changes to their identifying password. The City Clerk shall maintain a record of all current identifying passwords.

6.4 License Agreements: The City of Grandview is the sole licensee of the software included with the laptop. Any copying, modification, merging or distribution of the software by the recipient, including written documentation, is prohibited. The recipient is responsible for complying with any and all hardware, software and service provider licensing agreements, terms of use, and applicable state and federal copyright and other intellectual property protections. Violation of any such licenses, terms or laws shall constitute a violation of this policy.

6.5 Liability:

(a) Recipients are responsible for all material sent by and/or stored on the laptop issued to them which they will knowingly and intentionally send or store/install. Recipients accept responsibility for keeping their laptop free from all inappropriate or

dangerous files.

(b) The City of Grandview is not liable for any inappropriate material sent by and/or stored on laptops issued under this policy outside of the scope of use expected by a City official.

6.6 Email Usage:

(a) The recipient of a device under this policy agrees to conduct all email communications which are stored on this device through their assigned City of Grandview email account. All emails sent through the City's email system are archived and retained by the City in a manner consistent with the City's record retention policies.

(b) Syncing personal email accounts to the issued device, other than the recipient's assigned City email account, is prohibited.

6.7 Acceptable Use:

(a) The City of Grandview only authorizes use of its laptops in a manner that supports the recipient's role as an elected official of the City.

(b) The device may only be used for limited personal use that does not interfere with the ability of the device to be used for official intended purposes.

(c) Use of the laptop for any political use including, but not limited to campaigning, is expressly forbidden.

6.8 Privacy: All communications made via devices covered under this policy are subject to disclosure under the Public Records Act, Ch. 42.56 RCW, or for litigation purposes unless a privilege or exemption exists that justify withholding the records.

6.9 Installation of applications:

(a) The installation of applications or programs on laptops covered by this policy is subject to approval by the City Clerk.

(b) Modification of the laptop's operating systems to allow installation of applications not approved by the manufacturer is prohibited.

6.10 Care of the Device: Recipients are responsible for the general care of the device issued under this policy. The laptop must remain free of any writing, drawing, stickers, or labels that are not property of the City. Only a clean microfiber cloth, like what is used to clean eyewear, should be used when cleaning the screen.

6.11 Loss and Damage:

(a) Recipients of laptops under this policy are encouraged to keep the device safe and in good working order. If a user demonstrates extreme negligence with a device, or loses a replacement device within 18 months of being issued a replacement, then he or she shall be financially responsible for the cost of the replacement.

(b) Loss of or damage to a City of Grandview laptop and/or accessory must be reported immediately to City staff.

(c) Recipients must not modify, upgrade, or attempt to repair laptops and/or accessories issued under this policy without the express permission of the City of Grandview's contracted IT support personnel. All repairs must be made through the provided protection plan. Repairs not covered by the supplied protection plan which are determined to be caused by negligence, shall be covered by the recipient.

GRANDVIEW CITY COUNCIL

Off-site Equipment Receipt

I, _____, agree and understand that I have received the below listed equipment in good working order.

I acknowledge having received, read and understand the Grandview City Council Laptop Use Policy.

I agree that this equipment will be used solely for the conduct of City business, and in accordance with any and all Grandview City Council policies, and applicable laws.

I will return the equipment in good working order, with allowance for normal wear and tear.

I understand that I must provide an inventory of all City of Grandview provided equipment used off-site annually, and sign other equipment receipt for same.

Manufacturer	Model	Serial Number	Remarks

City Council Member Name (Please print)

City Council Member Signature

Date

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SECTION 7. AMENDMENT-REPEAL: This manual may be amended, modified, or repealed by a vote of the majority of the full membership of the City Council.

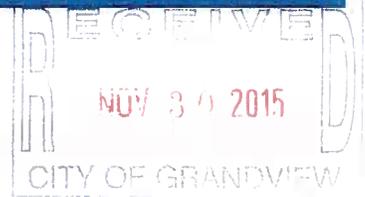
END OF CITY COUNCIL PROCEDURES MANUAL



Yakima County Elections Division

Official Statement of Canvass

General Election – November 3, 2015



City of Grandview

**Mayor
4 year term** votes received

Norm Childress	391
Joan E. Souders	324

**Council, Position 6
4 year short/full term** votes received

Dennis K. McDonald	569
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**Council, Position 4
4 year short/full term** votes received

Betty Lynn Garza	174
Joe Jensen	79
Gaylord Brewer	195
Pat Bratton	65
Mary L. Barrett	175

**Council, Position 7
4 year term** votes received

Mike Everett	521
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**Council, Position 5
4 year term** votes received

Bill Moore	559
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I, CHARLES R. ROSS, Auditor, Yakima County, State of Washington, hereby certify that this is a full, true and correct reporting of the votes cast at the General Election held on Tuesday, November 3, 2015, as taken from the certified Abstract of Votes.

WITNESS my hand and official seal this 24th day of November, 2015.



 CHARLES R. ROSS, County Auditor and
 Ex-officio Supervisor of Elections
 Yakima County, Washington

**GRANDVIEW CITY COUNCIL
STUDY SESSION MINUTES
JANUARY 12, 2016**

1. CALL TO ORDER

Mayor Norm Childress called the study session to order at 6:00 p.m. in the Council Chambers at City Hall.

Present were: Mayor Norm Childress and Councilmembers Mike Everett, Dennis McDonald, Javier Rodriguez, Gloria Mendoza and Joan Souders. Excused from the meeting were Councilmembers Gay Brewer and Bill Moore.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, Assistant Public Works Director Santos Trevino and City Clerk Anita Palacios.

2. GRANDVIEW CITY COUNCIL PROCEDURES MANUAL

At the November 9, 2015 special budget meeting during discussion of the 2016 Council Goals, Council consensus was to review the Council Procedures Manual after the first of the year.

Upon review, the Council recommended the following changes and/or additions:

**CITY COUNCIL
PROCEDURES MANUAL**

SECTION 1. GENERAL RULES:

1.1 **Public Meetings: No notable changes**

1.2 **Quorum: Add statute reference**

At all meetings of the Council, a majority of the Councilmembers shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time and may compel the attendance of absent members, **in accordance with RCW 35A.12.120.**

1.3 **Voting on Ordinance: No notable changes**

1.4 **Tie-Votes: No notable changes**

1.5 **Ordinances–Subject–Effective Date: Add statute reference**

In accordance with RCW 35A.12.130:

(a) No ordinance shall contain more than one subject and that must be clearly expressed in its title.

(b) No ordinance or any section or subsection thereof shall be revised or amended unless the new ordinance sets forth the revised ordinance or the amended section or subsection at full length.

(c) No ordinance shall take effect until five days after the date of its publication unless otherwise provided by State Law, except that an ordinance passed by a majority plus one of the whole membership of the Council, designated therein as a public emergency ordinance necessary for the protection of public property or public peace, may be made effective upon adoption, but such ordinance may not levy taxes, grant, renew, or extend a franchise, or authorize the borrowing of money.

1.6 Ordinances--Mayor's Veto: Add statute reference

In accordance with RCW 35A.12.130, every ordinance which passed the Council in order to become valid must be presented to the Mayor, if he approves it, he shall sign the ordinance. If not, he shall return the ordinance with his written objection to the Council and the Council shall cause his objections to be entered into the minutes and shall proceed to reconsider the ordinance. If, upon reconsideration, a majority plus one of the whole membership votes in favor of its passage, the ordinance shall become valid without the Mayor's approval. If the Mayor fails for 10 days to either approve or veto an ordinance, it shall become valid without his approval. Ordinances shall be signed by the Mayor, attested by the City Clerk, and approved by the City Attorney, as to form.

1.7 Adoption by Reference: Add statute references

In accordance with RCW 35A.12.140, ordinances may, by reference, adopt Washington State statutes and State, County, or City Codes, regulations, or ordinances or any standard code of technical regulations, or portions thereof. Said codes, statutes, or regulations so adopted need not be published in a newspaper as provided in **RCW 35A.12.160**, but the adopting ordinance shall be so published and the adopted code, statutes, or regulations so adopted shall be on file at the office of the City Clerk for use and examination of the public and shall be authenticated and recorded by the City Clerk along with the ordinance.

SECTION 2. MEETINGS:

2.1 Day and Time of Regular Meetings: No notable changes

2.2 Location of Meetings: No notable changes

2.3 Failure to Attend Meeting – Arrest: Add statute references

Whenever a lesser number of Councilmembers than a quorum are present at the time and place fixed by Ordinance for any regular meeting or of any legally called meeting of the Council, such member or members as are present shall have the authority to order any police officer of the City to arrest and bring to such meeting any or all absent Councilmember, whether absent at the time fixed for open meeting or later in the session, **in accordance with RCW 35A.12.120 and GMC 2.04.030.**

2.4 Penalty for Refusal to Attend Meeting: Add GMC reference

Any member refusing to attend when so required under Section 2.3 shall be deemed guilty of a misdemeanor and fined in any sum of not less than one dollar nor more than five dollars, **in accordance with GMC 2.04.040.**

2.5 **Special Meetings: Add statute reference and amend as noted below**

RCW 42.30.080 provides that special meetings may be called by the Mayor or ~~any three~~ by a majority of the members of the Council by written notice delivered to each member of the Council personally, by mail, by fax or by electronic mail at least 24 hours before the time specified for the proposed meeting. The call and notice shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meeting by the City Council. **The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.**

2.6 **Executive Sessions: No notable changes**

SECTION 3. RULES OF ORDER:

3.1 **Rules Governing: No notable changes**

3.2 **Preservation of Order: Add statute reference**

In accordance with RCW 35A.12.100, the Mayor, Mayor Pro-Tem, or the elected chairman, in the absence of the Mayor and Mayor Pro-Tem, shall preside over all meetings and shall preserve order and decorum, prevent attacks on personalities, or the impugning of member's motives, and confine members in debate to the question under discussion.

3.3 **Points of Order: No notable changes**

3.4 **Reading of the Minutes: No notable changes**

3.5 **Conflicts of Interest: Add statute reference**

In accordance with RCW 42.23, Councilmembers or the Mayor shall excuse themselves from the Council Chamber during any discussions or vote on any subject in which there are conflicts of interest or which may give the appearance that there may be a conflict of interest.

3.6 **Permission to Speak: No notable changes**

3.7 **Motions: No notable changes**

3.8 **Motions to Reconsider: No notable changes**

3.9 **Journal of Proceedings: No notable changes**

3.10 **Questions of Order: No notable changes**

The Council requested that a new section be drafted regarding a Councilmember's attendance at a Council meeting via telephonically and/or electronically.

3. ADJOURNMENT

The study session adjourned at 7:00 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
JANUARY 12, 2016**

1. CALL TO ORDER

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

Present were: Mayor Childress and Councilmembers Mike Everett, Dennis McDonald, Gloria Mendoza, Javier Rodriguez and Joan Souders. Excused from the meeting were Councilmembers Gay Brewer and Bill Moore.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, Parks & Recreation Director Mike Carpenter, Assistant Public Works Director Santos Trevino and City Clerk Anita Palacios.

2. OATHS OF OFFICE

City Attorney Plant administered the Oaths of Office to newly elected Mayor Norm Childress, Councilmember Dennis McDonald (Position 6) and Councilmember Mike Everett (Position 7).

3. PLEDGE OF ALLEGIANCE

City Administrator Arteaga led the pledge of allegiance.

4. PRESENTATIONS

A. Distinguished Service Award – Councilmember Jesse Palacios

Mayor Childress presented a Distinguished Service Award to Councilmember Jesse Palacios in recognition and appreciation of his loyal service and dedication to the citizens of Grandview.

B. 2016 Mid-Valley Swim League Championships – Frans Ebbelaar

Frans Ebbelaar, Chair of the Grandview Neptune Swim Team Championships, provided a brief overview of the upcoming Mid-Valley Swim League Championships that would be hosted by the Grandview Swim Team on July 29-31, 2016 in Grandview.

5. PUBLIC COMMENT

Mr. and Mrs. Jose Vasquez from the Liga Nezahualcoyotl Soccer League requested the City's assistance in providing facilities and/or fields at a reduced rate to operate his soccer league.

City Administrator Arteaga explained that staff had previously met with Mr. Vasquez to discuss his requests and he was asked to provide a written proposal. To date, staff had not received the proposal.

Mayor Childress requested that Mr. Vasquez provide staff with the written proposal for consideration.

6. CONSENT AGENDA

Councilmember Everett requested that Resolution No. 2016-2 authorizing the Mayor to sign a Repayment Contract between the City of Grandview and FruitSmart, Inc., be removed from the Consent Agenda.

On motion by Councilmember Mendoza, second by Councilmember Souders, Council approved the amended Consent Agenda consisting of the following:

- A. Minutes of the December 8, 2015 regular meeting**
- B. Payroll Electronic Fund Transfers (EFT) Nos. 5486-5496 in the amount of \$150,663.74**
- C. Payroll Check Nos. 8535-8593 in the amount of \$109,561.16**
- D. Payroll Direct Deposit 12/01/15 – 12/15/15 in the amount of \$85,843.42 and Payroll Direct Deposit 12/16/15 – 12/31/15 in the amount of \$95,778.61**
- E. Claim Check Nos. 109492-109755 in the amount of \$748,040.16**
- F. 2016 City Board and Commission Appointments**
- G. Resolution No. 2016-1 declaring certain property as surplus and authorizing its sale or disposition**

7. ACTIVE AGENDA

- A. Resolution No. 2016-3 authorizing the Mayor to sign a Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Improvements from Ash Street to Fir Street**

The City was selected by the Washington State Transportation Improvement Board to receive Arterial Preservation Program funding in the amount of \$406,341 for the Wine Country Road improvements from Ash Street to Fir Street. On December 8, 2015, Council approved Resolution No. 2015-56 authorizing the Mayor to sign the Washington State Transportation Improvement Board (TIB) Fuel Tax Grant Agreement for the FY 2017 Arterial Preservation Project 3-E-183(004)-1 Wine Country Road from Ash Street to Fir Street. Resolution No. 2016-3 was the TIB Consultant Agreement with HLA Engineering and Land Surveying, Inc., for construction services in the amount of \$42,660.00.

Councilmember Everett requested that the President of HLA Engineering and Land Surveying, Inc., attend the next Council meeting to explain the calculation of the indirect cost rate for overhead as identified on Exhibit D-1 of the Consultant Agreement.

On motion by Councilmember Souders, second by Councilmember Mendoza, Council approved Resolution No. 2016-3 authorizing the Mayor to sign a Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Improvements from Ash Street to Fir Street.

B. Resolution No. 2016-4 approving Task Order No. 2016-01 with HLA Engineering and Land Surveying, Inc., for the Euclid/Wine Country Road Intersection and Forsell Half Street Improvements

The City received funding from the Yakima County Supporting Investments in Economic Diversification (SIED) fund in the form of \$207,300 grant and \$207,300 loan. Funding was in support of the Euclid/Wine Country Road Intersection and Forsell Half Street improvements necessary to improve turning radius of large trucks heading northwest on Wine Country Road and turning south onto Euclid Road. This project would also widen the south side of Forsell Road from Wallace Way to Euclid Road. Engineering design work was anticipated to begin as soon as the City executed an agreement with Yakima County for funding with construction anticipated to begin in the summer of 2016. Staff presented Task Order No. 2016-01 with HLA Engineering and Land Surveying, Inc., to provide engineering design and construction services for the Euclid/Wine Country Road Intersection and Forsell Half Street improvements in the amount of \$119,600.00.

On motion by Councilmember Rodriguez, second by Councilmember Mendoza, Council approved Resolution No. 2016-4 approving Task Order No. 2016-01 with HLA Engineering and Land Surveying, Inc., for the Euclid/Wine Country Road Intersection and Forsell Half Street Improvements.

C. Resolution 2016-5 approving the amendment to Article VIII of the Yakima Valley Conference of Governments Articles of Association

At the Yakima Valley Conference of Governments (YVCOG) General Membership meeting on December 9, 2015, the voting members recommended that an amendment be made to Article VIII of YVCOG's Articles of Association reflecting that Yakima County shall no longer act as the fiscal agent for YVCOG. Pursuant to Article XI of YVCOG's Articles of Association, an amendment recommended by the voting members would be forwarded to the legislative body of each member jurisdiction for approval, with approval by two-thirds of the member jurisdictions being sufficient to ratify the recommended amendment to YVCOG's Articles of Association.

On motion by Councilmember Mendoza, second by Councilmember Rodriguez, Council approved Resolution 2016-5 approving the amendment to Article VIII of the Yakima Valley Conference of Governments Articles of Association.

D. Resolution No. 2016-2 authorizing the Mayor to sign a Repayment Contract between the City of Grandview and FruitSmart, Inc.

On motion by Councilmember Everett, second by Councilmember Souders, Council requested the City Attorney provide a written legal opinion regarding the Repayment Contract between the City and FruitSmart, Inc., on the use of "partnership" in the contract language and whether the contract would lend credit to FruitSmart.

8. UNFINISHED AND NEW BUSINESS – None

9. CITY ADMINISTRATOR AND/OR STAFF REPORTS

Upcoming Study Sessions – City Administrator Arteaga reported that upcoming study sessions would include the following items that were tabled during budget deliberations for further consideration:

- City Council Procedures Manual
- Beautification Projects
- Equipment Rental for Fire Department Vehicles
- Staffing Levels

10. MAYOR & COUNCILMEMBER MEETING REPORT

Swim Pool Committee – Councilmember Souders attended the Swim Pool Committee meeting on January 7th. The Committee discussed the phase II improvements to the swim pool.

Project Homeless Connect – Councilmember Souders attended the Project Homeless Connect planning meeting on January 12th.

2014 Accountability Audit Exit Conference – The 2014 accountability audit exit conference was held on January 12th with the State Auditor, Mayor, City Administrator, City Treasurer and City Clerk. There were no findings in the audit.

Grandview Rotary Club – Mayor Childress was invited to provide an update of City projects at the Grandview Rotary Club meeting on January 13th.

YVCOG General Membership Meeting – The YVCOG General Membership meeting was scheduled for January 20th in Toppenish. The program would be All Aboard Washington.

11. EXECUTIVE SESSION – None

12. ADJOURNMENT

The regular meeting adjourned at 8:45 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE

Resolution No. 2016-2 approving a Site Use Agreement between People For People and the City of Grandview Community Center

AGENDA NO.: Active 6 (A)

AGENDA DATE: January 26, 2016

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

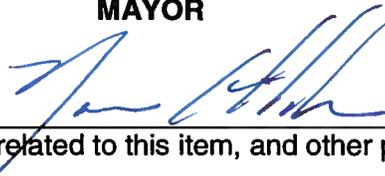
DEPARTMENT DIRECTOR REVIEW

Mike Carpenter, Parks & Recreation Director



CITY ADMINISTRATOR

MAYOR



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

For several years, the City of Grandview has allowed the use of their respective facilities for the operation of a noon meal program to serve hundreds of area senior citizens. This has been a valuable program, enhancing the health and social well being of the elderly.

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

Attached is the annual Site Use Agreement between People For People and the City of Grandview to provide food and nutrition services for area senior citizens. Traditionally, the noon meal program has offered a host of opportunities for our Parks and Recreation staff and volunteers to enhance lives with additional and meaningful recreation programs. In addition, the agreement includes a reimbursement provision for utility costs from People For People in the amount of \$400 per month. The City Attorney has had the opportunity to review and comment on the Agreement. People for People have also reviewed and signed the Agreement.

ACTION PROPOSED

Council approve Resolution No. 2016-2 approving a Site Use Agreement between People For People and the City of Grandview Community Center.



PEOPLE FOR PEOPLE

January 8, 2016

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

Dear Mike,

Enclosed is the signed Site Use Agreement by People For People to use the Grandview Community Center for the Senior Nutrition Program. We truly appreciate the partnership that helps provide nutritious meals and socialization for our senior citizens. This truly helps seniors to remain health, independent, and breaks barriers of isolation and loneliness by providing meals and activities for peers to meet and enjoy each other.

Please let me know if you need anything by emailing me at mcarlson@pfp.org or calling (509) 248-6726. Once signed, please return one original to my attention at:

Madelyn Carlson
People For People
304 W. Lincoln Avenue
Yakima, WA 98902

Best regards,

Madelyn Carlson
People For People, CEO

304 West Lincoln, Yakima, WA 98902, (509) 248-6726

We are an Equal Opportunity Agency and provider of employment & training and social services. Auxiliary aids and services are available upon request to individuals with disabilities. TTY 711

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RESOLUTION NO. 2016-2

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING A SITE USE AGREEMENT BETWEEN PEOPLE FOR PEOPLE
AND THE CITY OF GRANDVIEW COMMUNITY CENTER**

WHEREAS, People For People Senior Nutrition Program provides food and nutrition services to senior citizens; and,

WHEREAS, People For People Senior Nutrition Program desires to provide these services at the Grandview Community Center; and,

WHEREAS, the City of Grandview and People For People wish to enter into a Site Use Agreement; and,

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

The Mayor is hereby authorized to sign the Site Use Agreement between People For People and the City of Grandview, in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 26, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SITE USE AGREEMENT
Between
People For People
and
City of Grandview
Grandview Community Center

THIS AGREEMENT is made and entered into by and between, City of Grandview (hereinafter City), and People For People, a Washington nonprofit corporation.

WHEREAS, People For People Senior Nutrition Program provides food and nutrition services to senior citizens, and

WHEREAS, People For People Senior Nutrition Program desire to provide these services at the Grandview Community Center, whose address is 812 Wallace Way, Grandview, Washington, 98930 in accordance with the terms and conditions of this Agreement.

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

1. People For People:

- a. Shall prepare and serve food services to senior citizens at the Grandview Community Center as contracted by the City, through congregate meals as well as preparing and packaging meals for home delivery to homebound seniors.
- b. Shall use the kitchen, equipment and facilities generally between 7:00 am to 3:00 p.m., Monday, Tuesday, Thursday and Friday, except for Holidays and except when such use is preempted by the City pursuant to paragraph 2(b) below.
- c. Shall leave the kitchen, kitchen facilities/equipment, dishes, glassware, and utensils in a clean and orderly condition. People For People assumes all responsibility for the cleaning of the kitchen and dining areas for each day that People For People uses the facility.
- d. Upon the loss, destruction, or damage to any property at the Grandview Community Center, People For People shall notify the City thereof and shall take all reasonable steps to protect that property from further damage. Furthermore, People For People assumes all responsibility for repairing any equipment, fixtures, or furnishings broken or damaged in the facility as a result of its services.
- e. Shall request permission in advance to use the said facilities and equipment in the event such use is needed outside the said time period.

- f. Shall plan and carry out the operation of the meal site without aid or intervention from the City.

2. The City:

- a. Shall provide People For People the use of facility and space for the preparation and serving of meals for the Senior Nutrition program, as contracted by the City, generally from 7:00 am to 3:00 p.m., Monday, Tuesday, Thursday and Friday, except for Holidays and when such use is preempted by the City pursuant to paragraph 2(b) below.
- b. Shall notify People For People at least five (5) business days in advance if space is to be preempted for other use.
- c. Reserves the right to schedule classes and activities in the Grandview Community Center but will not schedule such classes or activities, including speakers, that unduly interfere with People For People's operations and services.
- d. Shall provide an annual Fire and Life Safety Survey to be performed by the local fire department.
- e. Shall provide an annual Health Inspection of the kitchen and serving area as mandated by State regulation. The Yakima Health District shall perform the inspection.
- f. Shall assure that when the facilities are used by other than People For People's Nutrition program, the kitchen and other facilities have been properly cleaned prior to use by the Senior Nutrition program.

3. Consideration:

- a. As consideration for the food services provided pursuant to this Agreement, People For People agrees to pay the City a base minimum of \$400.00 per month.
- b. The City will renegotiate with People For People the monthly base minimum, should the City determine that \$400.00 per month does not cover the increased utilities costs attributable to the expanded food preparation operations.

4. Amendments:

This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

5. Term of Agreement:

The term of this Agreement shall commence on January 1, 2016, or as mutually scheduled and shall end on December 31, 2016.

6. Taxes and Assessments:

People For People 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.

7. Insurance:

People For People understands and acknowledges that the City does not provide comprehensive liability insurance coverage for the benefit of People For People, including its officials, officers, agents, and employees. People For People shall maintain a policy of comprehensive liability insurance with combined single limit coverage of at least \$5,000,000 for the duration of this Agreement. The policy shall provide coverage for all activities conducted by People For People at the Grandview Community Center. People For People shall provide the City with a certificate of insurance or insurance binder evidencing that said insurance is in effect. People For People is required to provide 30 days' notice of cancellation of such insurance and provide proof of continued coverage.

8. Non Discrimination:

With regard to the provision of food services under this Agreement, People For People and the City shall not illegally discriminate against any person on the grounds of race, creed, color, religion, national origin, political affiliation, sex, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical handicap.

9. Indemnification and Hold Harmless:

People For People shall indemnify, hold harmless and defend the City, and its elected officials, officers, employees, and agents from and against any and all suits, actions, claims liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of People For People, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of People For People's services, duties and obligations under this Agreement.

The City agrees to hold harmless, indemnify, and defend People For People, its elected officials, officers, employees and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties and obligations under this Agreement.

In the event that the officials, officers, agents, and/or employees of both People For People and the City are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including any reasonable attorney's fees).

Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party

People For People hereby releases the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City from any and all liability or responsibility to People For People or anyone claiming through or under People For People by way of subrogation or otherwise, for any loss, expense or damage, even if said loss, expense or damage is caused by the fault or negligence of the City, its elected or appointed officials, employees or volunteers, except to the extent that the City has an indemnification obligation to People For People under this paragraph 9.

Solely for the purposes of its obligation under this Agreement, each party specifically waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51, Revised Code of Washington, for any claims by its employees against the other for bodily injuries or death sustained while performing services hereunder. Further the indemnification obligations of either party to the other shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under Worker's Compensation Acts, Disability Benefit Acts, or other benefit acts; provided, that each party's waiver of immunity by this provision shall extend only to claims by one party against the other and shall not include or extend to any claims by either party's employees directly against the employer party.

10. Assignment:

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the City to any other person or entity without the prior written consent of People For People. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the City as stated herein.

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by People For People to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of People For People as stated herein.

11. Waiver of Breach:

The waiver by People For People or the City 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.

12. 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.

13. Integration:

This Agreement sets forth all the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

14. Termination:

Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) days advance written notice of termination.

15. Notices:

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

THE CITY OF GRANDVIEW

Cus Arteaga
City of Grandview
207 W. 2nd Street
Grandview, WA 98930
(509) 882-9200

PEOPLE FOR PEOPLE:

Madelyn Carlson, CEO
People For People
304 W. Lincoln Avenue
Yakima, WA 98902
(509) 248-6726

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective at the time mailed or hand delivered at the address specified above. Each party shall provide written notification within 15 calendar days of change of address.

16. Payment:

Rent payments will be mailed to the following address:

City of Grandview
Parks and Recreation Department
207 W. 2nd Street
Grandview, WA 98930

17. Governing Law:

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

18. Venue:

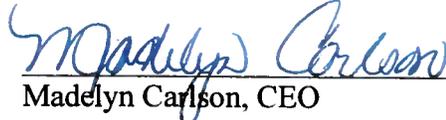
The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington, Yakima County.

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THE CITY OF GRANDVIEW

PEOPLE FOR PEOPLE, a Washington nonprofit corporation

By: _____
Norm Childress, Mayor



Madelyn Carlson, CEO

Date: _____

Date: 1-8-15

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE

Resolution No. 2016-6 authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Daniel Polage

AGENDA NO. Active 6 (B)

AGENDA DATE: January 26, 2016

ORIGINATING SOURCE

City Attorney & City Clerk

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT HEAD REVIEW

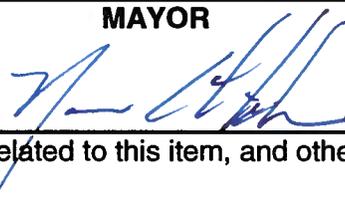
Anita Palacios, City Clerk (Municipal Court)



CITY ADMINISTRATOR



MAYOR



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

The City contracts with Yakima County District Court for municipal court services. Under the terms of the contract, the City must provide indigent defense services to indigent defendants. In the event of a conflict with the current public defender, the City must also provide alternate counsel for indigent defendants.

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 has negotiated contract terms with Daniel Polage to provide conflict indigent defense counsel through January 14, 2017.

ACTION PROPOSED

Approve Resolution No. 2016-6 authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Daniel Polage.

RESOLUTION NO. 2016-6

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PUBLIC DEFENDER AGREEMENT FOR
CONFLICT INDIGENT DEFENSE COUNSEL WITH DANIEL POLAGE**

WHEREAS, the City of Grandview contracts with the Yakima County District Court for municipal court services; and,

WHEREAS, under the terms of the Yakima County District Court contract, the City is to provide indigent defense services to indigent defendants; and,

WHEREAS, the City is also to provide alternate counsel for indigent defendants ("conflict counsel") should there be a conflict with the current public defender; and,

WHEREAS, the City has negotiated the terms of a contract for the provision of conflict indigent defense counsel with Daniel Polage;

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

The Mayor is hereby authorized to enter into a contract with Daniel Polage for the provision of conflict indigent defense services, in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 26, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made and entered into this 14th day of January, 2016, by and between Daniel Polage, PLLC Washington hereinafter the "Public Defender", and the CITY OF GRANDVIEW, a municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Public Defender is an attorney licensed to practice law in the State of Washington, with offices at 2004 St. Helens Street, Yakima, WA, 98902; and

WHEREAS, the parties hereto are desirous of effectuating an agreement whereby the Public Defender will provide legal services for one indigent defendant in the Grandview Municipal Court and its various departments; now, therefore,

IT IS HEREBY mutually agreed as follows:

1. **Duties.** The Public Defender shall provide high quality defense attorney services for indigent defendants charged with misdemeanor and gross misdemeanor allegations occurring within the City of Grandview and processed by the City of Grandview Municipal Court where the City's primary public defender has a conflict that prevents representation of the defendant or defendants.

2. **Public Defender Availability.** Public Defender must be available by telephone 24 hours a day, seven (7) days a week, for each week of the year in order to give legal advice to the client described in Section 1 herein during the course of representing said client.

3. **Administrative and Support Services.** Public Defender shall be responsible for administrative costs associated with providing legal representation. Such costs include, but are not limited to, travel, telephones, law library, electronic research, financial accounting, case management systems, computers, software, office space, supplies, training, meeting reporting requirements imposed by the City, the WSBA and the Washington Supreme Court, and other costs necessarily incurred in the day-to-day management of the contract. Public Defender shall maintain an office that accommodates confidential meetings with clients. Public Defender shall staff their office with an appropriate number of support staff and other support services, including a postal address and adequate telephone service to ensure prompt response to client contact. Public Defender shall maintain appropriate computer/word processing equipment in order to handle the paperwork generated by the contract case load as well as to comply with all reporting procedures.

4. **Insurance.** Without limiting the Public Defender's indemnification, it is agreed that the Public Defender shall maintain in force, at all times during the term of this Agreement, a policy or policies of insurance covering its operation as described below.

A. General Liability Insurance

The Public Defender shall maintain continuously public liability insurance with limits of liability not less than One Million Dollars (\$1,000,000) for each occurrence, personal injury, and/or property damage liability.

The Public Defender shall provide a certificate of insurance or, upon written request of the City of Grandview, a duplicate of the policy as evidence of insurance protection. The Public Defender shall immediately notify the City of any communication with their insurance provider canceling or threatening to cancel insurance coverage under this provision.

B. Professional Liability Insurance

The Public Defender shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment with the Public Defender which constitute professional services in the performance of this Agreement. For purposes of this Agreement, professional services shall mean any services provided by a licensed professional.

NA-
D.P.

Such professional liability insurance shall be maintained in an amount not less than One Million Dollars (\$1,000,000) combined single limit per claim/aggregate. The Public Defender further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy. The Public Defender shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City. The Public Defender shall not be required to make payments other than its judicially determined percentage, for any professional liability which is determined by a court of competent jurisdiction to be the result of the comparative negligence of the Public Defender and the City.

Such insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the City. If such insurance is obtained on a "claims made" basis, the Public Defender will continue to carry coverage for not less than three (3) years after expiration of this Agreement, and will provide a certificate in form and content satisfactory to the City demonstrating such continuing

coverage. The Public Defender shall provide certificates of insurance or, upon written request of the City, duplicates of the policies as evidence of insurance protection.

C. Workers' Compensation

The Public Defender shall maintain Workers' Compensation coverage as required by law. The Public Defender shall provide a certificate of insurance or, upon written request of the City, a certified copy of the policy as evidence of insurance protection.

5. **Specific Duties.** The Public Defender shall provide services necessary or incidental to the performance of the work set forth in the PUBLIC DEFENDER - STATEMENT OF WORK - EXHIBIT A and consistent with CLIENT REPRESENTATION PRACTICE GUIDELINES- Exhibit B. The Public Defender acknowledges and agrees that the City may make changes to the specific duties of the Public Defender as necessary to maintain conformity with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. No such changes will be grounds for additional or revised compensation under this Agreement, unless the Public Defender demonstrates to the City's reasonable satisfaction that the change imposes an undue burden on the Public Defender's ability to provide the services required under this Agreement.

6. **Term and Renegotiation.** This Agreement shall commence on January 14, 2016 and expires on January 14, 2017.

7. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in an amount of \$250.00 per case, payable upon proper voucher for the same, submitted by the Public Defender and received by the City Clerk at City Hall, Grandview, Washington. Payment shall be sought and paid upon certification that the case has been resolved and closed. All payments shall be made to:

Daniel Polage, PLLC
810 South 20th Avenue
Yakima, WA 98902

For purposes of compensation, case will be "resolved" and may be closed by Public Defender, and he may request to withdraw, after a finding of guilt in a pending criminal case, after the probation matter for which a hearing is currently set is resolved, or after the issues to be reviewed on a Deferred Prosecution or SOC have been decided.

8. **Client Transport.** Public Defender, or his employees or subcontractors, shall not transport clients by vehicle (personal or otherwise) while

undertaking services pursuant to this Agreement. In the event Public Defender does transport clients during the course of representation as contemplated in this Agreement, Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of such transport, caused or contributed thereto by the Public Defender or his employees or subcontractors.

9. **Expert Witnesses.** The City shall, in addition, compensate the Public Defender for all expert witness fees incurred by the Public Defender on behalf of indigent clients covered by this Agreement upon application and approval of the court.

10. **Costs and Fees Assessed Against Defendants.** Any and all payments for reimbursement of court-appointed attorney's fees, as ordered and assessed by the Grandview Municipal Court or other court having jurisdiction to hear a City case, shall be payable by defendant directly to the Grandview Municipal Court.

11. **Assignment.** The Public Defender shall not assign, transfer, or subcontract this Agreement without obtaining prior written approval from the City.

12. **Successors Bound.** Subject to the provisions of Section 12, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

13. **Ethic Compliance, Reports, and Training.** The Public Defender will provide the aforementioned services in conformity with all applicable Rules of Professional Conduct and will provide the Municipal Court and the City with any reports, fiscal or otherwise, which are reasonably required in the performance of the Municipal Court's and the City's responsibilities. An annual report shall be provided by the Public Defender on or before August 1 of each year. The report must include a statement of hours billed for nonpublic defense legal services in the previous calendar year, including number and types of private cases, as the same may be required by RCW 10.101.050, as now exists or may be subsequently amended. The Public Defender agrees to attend training approved by the Washington Office of Public Defense at least once per calendar year, as the same may be required by RCW 10.101.050 and 10.101.060, as now exist or may be subsequently amended.

14. **Taxes and Assessments.** The Public Defender shall be solely responsible for compensating its employees and for paying all related taxes, deductions and assessments, including but not limited to, leasehold excise taxes, federal income tax, FICA, social security tax, assessments for unemployment

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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. In the event the City is assessed a tax or assessment as a result of this Agreement, the Public Defender shall pay the same before it becomes due.

15. **Independent Contractor.** The parties agree that the Public Defender is an independent contractor with the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Public Defender. No agent, employee, subcontractor, or representative of the Public Defender shall be deemed to be an employee, agent, servant, or representative of the City or of the City of Grandview Municipal Court for any purpose, and the employees, agents, subcontractors, or representatives of the Public Defender are not entitled to any of the benefits the City provides for its employees. The Public Defender will be solely and entirely responsible for his acts and for the acts of his agents, employees, subcontractors, or otherwise, during the performance of this Agreement.

16. **Indemnity.** The Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of the operation of this Agreement, caused or contributed thereto by the Public Defender or his employees or subcontractors. Provided, however, that nothing herein shall be deemed to require the Public Defender to indemnify the City or its elected or appointed officials, agents, volunteers, or employees for injury to persons, corporation, and/or property arising from the sole negligence of the City and its elected or appointed officials, employees, volunteers, and agents. In case of suit or action brought against the City and/or its elected or appointed officials, agents, volunteers, and employees for damages arising out of or by reason of any of the above-mentioned causes, the Public Defender agrees to pay all costs of defense, including reasonable attorney's fees and any judgment.

17. **Non discrimination.** The Public Defender shall not discriminate on the basis of race, creed, color, national origin, or physical, mental, or sensory handicap in the performance of this Agreement.

18. **Termination.** The City of Grandview may terminate this Agreement, with or without cause, upon ninety (90) days written notice sent by certified mail to the Public Defender at the address listed in this Agreement. The parties shall negotiate a reasonable fee for services to complete client representation which cannot be done through substituted counsel.

19. **Governing Law.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performances.

20. **Venue.** Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in the Superior Court for Grandview County, Grandview, Washington

21. **Integration.** It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

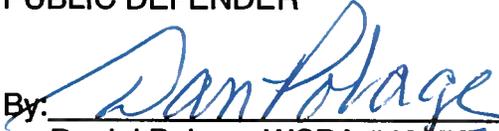
22. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

DATED this 14 day of ~~December~~^{January}, 2016.

CITY OF GRANDVIEW

PUBLIC DEFENDER

By: _____
Mayor Norm Childress
207 West Second Street
Grandview, WA 98930

By: 
Daniel Polage, WSBA #40052 36034
2004 St. Helens Street
Yakima, WA 98902

ATTEST:

City Clerk

EXHIBIT A

PUBLIC DEFENSE STATEMENT OF WORK

1. **PUBLIC DEFENDER CONTRACTOR DUTIES AND RESPONSIBILITIES**
 - The Public Defender shall provide high quality indigent defense representation in the cases assigned to it by the Grandview Municipal Court. The representation shall be consistent with **EXHIBIT B, CLIENT REPRESENTATION PRACTICE GUIDELINES** as set forth below, and with the City’s adopted standards for the delivery of public defense services. The representation shall be provided in a professional and skilled manner and shall be in compliance with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender’s primary and most fundamental responsibility is to promote and protect the best interests of the client.

2. **TASKS** – The Public Defender shall perform the following tasks with regard to each case to which the Public Defender is appointed.
 - A. Maintain a law office with a suitable client interview facility. The Public Defender will provide adequate phone lines, computers, postage, office equipment, office supplies, office furniture and legal research tools to maintain a smooth-running and efficient law office.
 - B. Receive notices of appointment for indigent defendants each court day. Set up and maintain files on each assigned defendant.
 - C. Establish and maintain client contact, keep the client informed of the progress of the case, and effectively provide legal advice to the client throughout the representation.
 - D. Timely interview defendants in custody anywhere in Yakima County.
 - E. Meet at least weekly with the Assigned Prosecutor to discuss pending matters.
 - F. Maintain continuity of representation at all stages of a case, including attendance at all first appearance proceedings, such as arraignments, for in-custody defendants. Except for illness, vacation or occasional conflicts, the assigned Public Defender shall appear at all Municipal Court hearings with their clients.

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3. COMPLAINTS

- A. A method to respond promptly to indigent defendant client complaints shall be established by the Public Defender. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court for permission to withdraw and substitute new counsel. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.
- B. The Public Defender shall notify the City and respond in writing to the City within seven (7) days of learning of any complaint against the Public Defender or against the City relating to the provision of indigent defense legal representation.
- C. The Public Defender shall immediately notify the City of Grandview in writing when it become aware that a complaint lodged with the Washington State Bar Association has resulted in reprimand, suspension, or disbarment.

EXHIBIT B

CLIENT REPRESENTATION PRACTICE GUIDELINES

Meet and communicate regularly with the client

- **Thoroughly explain to clients the constitutional, statutory and other rights that they have with regards to their case.**
- **Thoroughly explain to clients the elements of the offense(s) that the City must prove in order to obtain their conviction at a trial.**
- **Describe case procedures and timelines.**
- **Listen to client's questions and respond to them.**
- **Enable clients to candidly communicate with counsel.**
- **Facilitate agreements by realistically evaluating allegations and evidence with clients.**
- **Promptly communicate all offers of settlement.**

Prepare cases well

- **Conduct high quality, early case investigation.**
- **Conduct early case negotiations.**
- **Use discovery appropriately.**
- **Prepare for and participate in alternate resolution opportunities that may be available.**
- **Obtain experts and evaluators for cases involving disability, mental health, substance abuse or similar issues, when appropriate.**
- **Draft well-researched and written motions and other legal memoranda and other documents.**
- **Competently and aggressively litigate hearings and trials if no agreement is reached.**
- **Appear at all court hearings with clients.**

Ensure clients have adequate access to services, including court ordered treatment and/or counseling

- **Explain the importance of obtaining court ordered treatment and/or counseling services to clients.**
- **Develop a thorough knowledge of the resources available.**
- **Explore with clients ways to effectively participate in court ordered treatment and/or counseling.**
- **Ask clients for feedback if obstacles prevent or impede their participation, and follow up with the agency and in court when appropriate.**

- **In appropriate cases, encourage clients to obtain necessary evaluations and enroll in counseling and/or treatment even before ordered by the court to do so.**

Prevent continuances and delays within attorney's control

- **Treat all cases assigned to counsel with the highest priority.**
- **Avoid over scheduling whenever possible.**
- **Request continuances only if they are needed for substantive reasons.**

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE Resolution No. 2016-7 approving Task Order No. 2016-02 with HLA Engineering and Land Surveying, Inc., for the Municipal Pool Improvements – Phase 2	AGENDA NO.: Active 6 (C) AGENDA DATE: January 26, 2016
ORIGINATING SOURCE Parks & Recreation Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

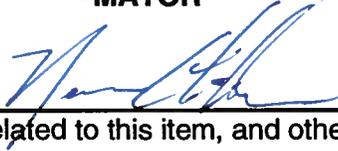
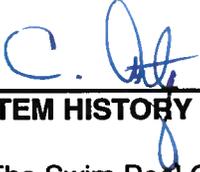
DEPARTMENT HEAD REVIEW

Mike Carpenter, Parks & Recreation Director



CITY ADMINISTRATOR

MAYOR



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

The Swim Pool Committee was appointed by the City in 2014 with the main focus on recommending improvements to the seasonal aquatics facility. A five year improvement plan was developed with Phase 1 including a lighted parking area and renovations to the existing bathhouse. The Committee continues to promote citizen ownership within the various aspects of these improvements.

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.

Phase 2 improvements include the installation of new fencing and some decking to put the City in the position to offer family friendly amenities like a double flume water slide, picnic areas, foot shower stations, walkways, interior barrier fencing, etc. There was \$156,500 appropriated within the 2016 Capital Improvement Fund for these Phase 2 improvements (\$116,500 for construction and \$40,000 for engineering design and construction services). As we move through this process, there will be a need to prioritize various elements to help us stay within budget.

Attached is Task Order No. 2016-02 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services for the Municipal Pool Improvements – Phase 2 in the amount of \$40,000.00.

ACTION PROPOSED

Approve Resolution No. 2016-7 approving Task Order No. 2016-02 with HLA Engineering and Land Surveying, Inc., for the Municipal Pool Improvements – Phase 2.



RESOLUTION NO. 2016-7

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2016-02 WITH HLA ENGINEERING AND LAND
SURVEYING, INC., FOR THE MUNICIPAL POOL IMPROVEMENTS – PHASE 2**

WHEREAS, the City of Grandview has entered into a General Services Agreement with HLA Engineering and Land Surveying, Inc., for work pursuant to task orders; and,

WHEREAS, the City would like to upgrade the existing municipal pool to expand the pool deck area, add a recreational water slide feature, and a picnic and barbeque area; and,

WHEREAS, Task Order No. 2016-02 with HLA provides for professional engineering services for the Municipal Pool Improvements – Phase 2,

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

The Mayor is hereby authorized to sign Task Order No. 2016-02 in the total amount of \$40,000.00 with HLA Engineering and Land Surveying, Inc., for Municipal Pool Improvements – Phase 2 in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 26, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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TASK ORDER NO. 2016-02

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Municipal Pool Improvements – Phase 2

The City of Grandview (CITY) would like to upgrade their existing municipal swimming pool to expand the pool deck area, add a recreational water slide feature, and a picnic and barbecue area. Phase 2 improvements will include installation of a new double-flume water slide with access stairs; installation of new fixed picnic benches with sunshades, outdoor park grilles, and outdoor trash receptacles; construction of concrete picnic bench pads and walkways; construction of foot shower stations; expansion of the concrete pool deck, including new trench drain and miscellaneous deck repairs; installation of new chain link barrier fencing and swing gates; installation of new crowd control fencing; and miscellaneous site and utility improvements, including new sodded lawn, irrigation, water, and drainage piping, as funds allow.

Some of the above improvements may be completed by volunteers or CITY staff; however, all improvements will be designed with the intent to be publicly-bid improvements. The total preliminary estimated project cost, including contingencies, taxes, and DOH review fees is approximately \$227,500.00. Approximately \$156,500.00.00 has been budgeted by the CITY for completion of improvements in 2016. This amount includes \$116,500.00 for construction, and \$40,000.00 for engineering design and construction services.

Pool deck lighting repairs and improvements are not included in the estimated project costs. If required, lighting improvement design will be completed as additional services, as requested by the CITY. Engineering services for design of deck lighting improvements are estimated to be \$11,000.00. The total estimated construction cost to improve the pool deck lighting system is approximately \$70,000.00 to \$100,000.00, depending on the type and quantity of lights required. Lighting costs do not include improvements to the pool house, mechanical building, in-pool lighting system, or any other miscellaneous electrical systems or components that may be required by code. Evaluation of the entire municipal pool electrical system is also not included. If requested by the CITY, a comprehensive evaluation of the electrical system and/or review with the electrical code official may also be completed as additional services.

SCOPE OF SERVICES:

HLA shall provide the following professional engineering services for the Municipal Pool Improvements – Phase 2 project (PROJECT):

Engineering Design and Final Plans, Specifications, and Estimate

1. Perform field investigation as necessary to design the identified improvements.
2. Perform topographic survey of the project area as required to complete design, plans, and specifications for publicly-bid improvements.
3. Prepare preliminary design plans and specifications for review and discussion with CITY staff.
4. Prepare final design plans, specifications, and estimate for publicly-bid improvements and for review and approval by Department of Health (DOH) Water Recreation Division, as authorized by the CITY. CITY shall be responsible for paying required DOH review and permit fees.

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5. Furnish up to thirty (30) copies of the final plans and specifications for bidding and construction. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call/solicitation; additional bid packages will be considered additional services.
6. Answer and supply such information as is requested by prospective bidders.
7. Prepare and issue addenda, if necessary.
8. Attend bid opening and participate in prospective bidder evaluation process.
9. Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
10. Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

Services During Construction

1. Furnish field survey crew necessary to set horizontal and vertical control for the improvements authorized for construction.
2. Furnish a qualified resident engineer who shall make construction observations and be on the job site at all times significant work is in progress, whose duty shall be to provide surveillance of project construction for substantial compliance with plans and specifications.
3. Prepare and file progress reports on the PROJECT with the CITY and provide monthly progress estimates to the CITY.
4. Consult and advise the CITY during construction and make a final report of the completed work.
5. The CITY is required to monitor the Contractor's payment of prevailing wage rates. As part of construction services, HLA will monitor General Contractor and Subcontractor compliance with State labor standards during the construction phase of this project. This work includes checking monthly certified payrolls, conducting employee interviews in the field, and issuing letters of non-compliance and/or letters of missing documents.
6. Review Contractor's submission of samples and shop drawings, where applicable.
7. Recommend to the CITY progress payments for the Contractor.
8. Prepare and submit proposed contract change orders when applicable.
9. Prepare and furnish reproducible record drawings of all completed work from as-built drawings furnished by the resident engineer and Contractor. If as-built drawings from the Contractor are not received by HLA within thirty (30) calendar days from the date of the letter of recommendation of project acceptance, HLA will submit the reproducible record drawings to the CITY with a note stating that no as-built information was received by HLA.

Additional Services

1. Provide professional engineering and land surveying services for additional work requested by the CITY that is not included above.

Items to be Furnished and Responsibility of CITY

1. Provide full information as to CITY requirements of the PROJECT.
2. Assist HLA by placing at their disposal all available information pertinent to the site of the PROJECT including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.

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3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of HLA.
4. Obtain approval of all governmental authorities having jurisdiction over the PROJECT, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT. Pay all review fees as costs associated with obtaining such approvals.
5. Pay for project bid advertisement costs, if necessary.
6. Pay for all necessary testing costs not paid by the Contractor.

TIME OF PERFORMANCE:

Following authorization to proceed, HLA will diligently pursue completion of the PROJECT with the following schedule anticipated:

1. Complete engineering design and final plans, specifications, and estimate within forty-five (45) working days following authorization to proceed.
2. Engineering services during construction of the PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through completion of construction, and completion of as-constructed drawings and labor document closeout. A maximum of ten (10) working days has been assumed for construction of improvements. This estimate does not include time that may be required for procurement of equipment and materials needed to begin work. It is assumed that contract working days will begin when all equipment and materials are available for the Contractor to begin work on-site. Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, engineering services beyond the ten (10) working days shall be considered additional services.
3. Time for completion of work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time of service request by the CITY.

FEE FOR SERVICE:

All work for engineering design and final plans, specifications, and estimate shall be completed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses with an estimated maximum amount of \$24,000.00.

Services during construction shall be completed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses with an estimated maximum amount of \$16,000.00.

Additional services, as directed/authorized by the CITY, shall be completed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses.

Proposed: Richard J. Battle 1/20/2016
 HLA Engineering and Land Surveying, Inc. Date
 Michael T. Battle, President

Approved: _____ Date _____
 City of Grandview
 Norm Childress, Mayor

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RESOLUTION NO. 2016-8

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A REPAYMENT CONTRACT
BETWEEN THE CITY OF GRANDVIEW AND FRUITSMART, INC.**

WHEREAS, in late 2015 the City and FruitSmart, Inc., discussed an application by the City to the Yakima County Supporting Infrastructure and Economic Diversification (SIED) fund for funds to improve the Euclid/Wine Country Road intersection and the north side of Forsell Road from Wallace Way to Euclid Road; and

WHEREAS, in order to facilitate said application and project, FruitSmart, Inc., agreed to contribute \$64,000 over the course of five years towards the repayment of any loan funds secured from the SIED fund for the project; and

WHEREAS, the City thereafter submitted an application to Yakima County and secured \$414,600 in SIED funds for the completion of said infrastructure improvements, \$207,000 in the form of a loan, and \$207,300 in the form of a grant; and

WHEREAS, the above-described said project will enhance the municipal transportation infrastructure, facilitate business and is otherwise in the best interests of the residents and the City of Grandview, and

WHEREAS, the City and FruitSmart, Inc., desire to memorialize the terms of the agreement whereby FruitSmart, Inc., will make the above-described payments;

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

The Mayor is hereby authorized to sign a Repayment Agreement between the City of Grandview and FruitSmart, Inc., in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 26, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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REPAYMENT CONTRACT
Between
City of Grandview & FruitSmart, Inc.

1. **Parties.** This repayment contract is made between the City of Grandview, herein referred to as the City, a Washington municipal corporation, whose address is 207 West Second Street, Grandview, Washington 98930, and FruitSmart, Inc., herein referred to as FruitSmart, a Washington corporation, whose address is 201 N. Euclid Road, Grandview, Washington 98930.

2. **Term.** This contract takes effect upon execution hereof by the authorized representative of both parties and continues in effect until all payments required under Section 6, Subsection B of this Contract have been made.

3. **Purpose.** The purpose of this contract is to facilitate the construction of certain infrastructure improvements using grant and loan funds obtained from Yakima County through the Supporting Infrastructure and Economic Diversification (“SIED”) program, and a contribution from FruitSmart as a property owner benefitted by the improvements. The project will provide improvements to the Euclid/Wine Country Road intersection by removing a section of the existing island at the intersection to accommodate the turning radius of large trucks heading northwest on Wine Country Road and turning south onto Euclid. The project will also widen Forsell Road from Wallace Way to Euclid Road. Among other benefits to the City, the project will accommodate expansion of FruitSmart’s facilities and improve site access to other commercial enterprises within the vicinity of the improvements.

4. **Recitals.** The parties make this contract based on and in recognition of certain relevant facts and circumstances, including:

A. The City engaged in discussions with FruitSmart and other public and private entities located within the City about the possibility of applying for loan and grant funds through the SIED program for purposes of undertaking improvements in the vicinity of FruitSmart’s operations in the City, as described in Section 3, hereinafter referred to as the Project.

B. FruitSmart agreed to contribute \$64,000 over a period of five (5) years for the purpose of contributing to the repayment of any loans secured by the City through the SIED program for the Project.

C. In reliance on this representation, the City thereafter submitted an application to Yakima County seeking grant and loan funds through the SIED program for the Project.

D. The City’s application was approved and \$414,600 in funds were secured from the SIED fund for the Project, \$207,300 in the form of a loan and \$207,300 in the form of a grant.

E. Under the terms of an agreement between the City and Yakima County, the City is obligated to repay the \$207,300 loan from Yakima County with interest at an annual per annum rate of 2.44 percent over a period of ten years, in annual installments commencing the first day of June 2016, and terminating on or before the first day of June 2025.

F. In order to undertake the Project in accordance with the representations of the parties, the parties desire to enter into this contract for the above-described contribution by FruitSmart to the City for repayment of the loan secured by the City from the SIED fund.

5. **Mutual Consideration.** Both parties affirm the consideration granted and received pursuant to this contract:

A. The City will make infrastructure improvements, including within the vicinity of FruitSmart's business operations in the City of Grandview. Said improvements facilitate the expansion of FruitSmart's existing facilities and improve access to FruitSmart's facilities by its employees and customers.

B. The City of Grandview shall receive contributions totalling \$64,000 over a period of five (5) years from FruitSmart which the City will use to repay a portion of the \$207,300 loan secured from the SIED program for the Project.

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

A. The City shall undertake the Project pursuant to and in a manner consistent with its application to Yakima County and as approved by Yakima County.

B. FruitSmart shall tender to the City funds totaling \$64,000 as contributions to be used by the City towards repayment of the loan secured by the City from Yakima County for the Project. Said payments shall be in annual installments of no less than twelve thousand eight hundred dollars and 00/hundredths (\$12,800.00). The first annual installment shall be due on or before January 31, 2016, and subsequent annual installments shall be due on or before the last day of January each year. Payment shall be by check payable to City of Grandview and delivered to City of Grandview Treasurer, 207 West Second Street, Grandview, Washington 98930.

7. **Promissory Note.** The contribution of FruitSmart is evidenced by a promissory note dated December 16, 2015, a true and correct copy of which is attached as Exhibit A.

8. **Hold Harmless and Indemnity.** The City shall indemnify and hold harmless FruitSmart, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions, costs, or judgment which result from the activities to be performed by the City, its agents, employees or subcontractors during construction of the Project.

9. **Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Contract.

10. **Contract Modifications.** It is mutually agreed and understood that no modification or waiver of any clause or condition of this Contract is binding upon either party unless such modification or waiver is in writing and executed by the City and FruitSmart.

11. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: City Administrator
 207 West Second Street
 Grandview, WA 98930

TO FRUITSMART: Terry Chambers, President-GM
 201 N. Euclid Road
 Grandview, Washington 98930.

12. **Governing Law and Venue.** All questions of the validity, construction, and application of this contract shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this contract shall be the Superior Court of Yakima County, Washington.

13. **Attorneys Fees.** In the event of any action to enforce rights under this contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorneys fees, incurred in connection with such action.

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

City of Grandview

FruitSmart, Inc.

By: _____
Mayor Norm Childress

By: _____
Terry Chambers, President-GM

ATTEST:

Date: _____

By: _____
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

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Anita Palacios

From: Mike Everett <mike@everettlaw.net>
Sent: Thursday, January 21, 2016 8:31 AM
To: Anita Palacios
Subject: Agenda Item

Anita

I would like you to put: Facilitated Counsel Retreat on the agenda. Thank you.

Mike Everett



BOARD OF YAKIMA COUNTY COMMISSIONERS

Michael D. Leita
District 1

Kevin J. Bouchey
District 2

J. Rand Elliott
District 3

January 14, 2016

Mayor Norm Childress
City of Grandview
207 W. 2nd St.
Grandview, WA 98930



RE: Yakima County Solid Waste Advisory Committee

Dear Mayor Childress:

Please accept this letter as a request for a representative from your municipality to serve as a voting member of the Yakima County Solid Waste Advisory Committee (SWAC). On September 18, 2007, the Yakima County Board of Commissioners established the SWAC by Resolution No. 459-2007 and adopted by-laws and membership for the committee which you will find attached.

The SWAC is an advisory board that will evaluate waste management practices in Yakima County in accordance with State solid waste management priorities outlined in RCW 70.95. This ongoing advisory group is expected to meet monthly during active review of Solid Waste Management Plan. The first SWAC meeting will be scheduled in March 2016 with monthly meetings until the Plan is completed.

Issues to be sent to the SWAC in 2016 for review and recommendation include updating the Yakima County Solid Waste and Hazardous Waste Management Plan, review and recommendation of rates, and review of infrastructure needs and levels of service provided.

Please provide us with your municipality's representative by February 10, 2016. We look forward to receiving your input on solid waste management matters. If you have any questions, please feel free to contact Wendy Mifflin, Solid Waste Manager, at 574-2450.

Sincerely,
BOARD OF YAKIMA COUNTY COMMISSIONERS

Michael D. Leita, Chairman

Cc: Wendy Mifflin, Solid Waste Manager

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BOARD OF YAKIMA COUNTY COMMISSIONERS

IN THE MATTER OF ESTABLISHING)
THE YAKIMA COUNTY SOLID WASTE) Resolution No. 459-2007
ADVISORY COMMITTEE AND)
ADOPTING COMMITTEE BY-LAWS)

WHEREAS, it is the intention of the Board of County Commissioners of Yakima County, Washington to establish a Solid Waste Advisory Committee as required by RCW 70.95.165 ; and,

WHEREAS, the Solid Waste Advisory Committee shall be established to assist the Board of County Commissioners of Yakima County, Washington in the development of programs and policies concerning solid waste handling and disposal, in the preparation of solid waste management plans and by reviewing and commenting on proposed rules, policies or ordinances relating to solid waste prior to adoption in accordance with the attached by-laws and organizational structure; now, therefore,

BE IT HEREBY RESOLVED by the Board of County Commissioners of Yakima County, Washington that the Yakima County Solid Waste Advisory Committee is established, and the attached by-laws are adopted for the aforesaid Solid Waste Advisory Committee.

Dated this 18th day of September, 2007



ATTEST:

Tiera L. Girard
Christina Steiner, Clerk of the Board

Tiera L. Girard
Deputy Clerk of the Board

Michael D. Leita
Michael D. Leita, Chairman

Ronald F. Gamache
Ronald F. Gamache, County Commissioner

J. Rand Elliott
J. Rand Elliott, County Commissioner
Constituting the Board of County Commissioners
for Yakima County, Washington

AK

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YAKIMA COUNTY
SOLID WASTE ADVISORY COMMITTEE
BYLAWS

Adopted by Resolution No. 459-2007

I. ORGANIZATION – COMPOSITION AND PURPOSE

The Yakima County Solid Waste Advisory Committee (SWAC) shall consist of up to thirteen (13) members appointed by the Board of Yakima County Commissioners and any number of ex-officio members. The SWAC shall assist the Yakima County Board of Commissioners in the development of programs and policies concerning solid waste handling and disposal, in the preparation of solid waste management plans and by reviewing and commenting on proposed rules, policies or ordinances relating to solid waste prior to their adoption.

II. OFFICERS/MEMBERSHIP

A. Members – The SWAC shall be composed of thirteen (13) members, each having one vote. Membership is as follows:

1. Yakima County Board of Commissioners (1)
2. City of Yakima (1)
3. Two Cities with Population exceeding 5,000 (2)
4. Three Cities with Population under 5,000 (3)
5. Yakima Valley Conference of Governments (1)
6. Business and Industry Representative (1)
7. Waste Industry Representative (1)
8. Recycling Industry Representative (1)
9. Agriculture Industry Representative (1)
10. Public Health and Safety Representative (1)

B. Ex-Officio Members – The Yakima County Board of Commissioners may appoint non-voting ex-officio members to the SWAC.

C. Appointments – Members shall be appointed by the Board of County Commissioners.

D. Terms – Members shall serve a term of two (2) years commencing from the appointment date. Members may be reappointed to serve consecutive terms. Reappointment shall be subject to confirmation by the Yakima County Board of Commissioners.

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- E. **Chair** – The initial Chairperson shall be appointed for a two (2) year term by the Board of County Commissioners. Subsequent chairpersons shall be elected by the SWAC sitting in regular, open public meetings. The Chair will preside over committee meetings and coordinate development of the agenda with the Yakima County Public Services – Solid Waste Division Manager. The Chair will sign all correspondence originated by the SWAC on behalf thereof.
- F. **Vice Chair** – A majority of the SWAC shall elect one of its members as Vice Chair. The term of the Vice Chair shall be for two (2) years. The Vice Chair will preside over SWAC meetings in the absence of the Chair.
- G. **Secretary** – The Yakima County Public Services – Solid Waste Division Manager, or designate, shall act as Secretary to the SWAC.
- H. **Attendance** – A SWAC member who accrues three (3) consecutive, unexcused absences from regular meetings may be removed from the SWAC by the Board of County Commissioners with the concurrence of two-thirds majority of the SWAC members.

III. MEETINGS

- A. **Regular Meetings** – Meetings of the SWAC shall be called when necessary by the Chair. It is anticipated that meetings will be held monthly during active review of Solid Waste Management Plan Updates and at a minimum not less than semi- annually during off-planning years. At least fourteen (14) days prior notice shall be given.
- B. **Minutes/Agendas** – Minutes of all meetings shall be kept by the Secretary and distributed to the members within three (3) weeks after a meeting. Agendas shall be prepared by the Solid Waste Division staff with input and verbal approval by the Chair and distributed to the SWAC members at least seven (7) days in advance of any regularly scheduled meeting. Meeting minutes will be approved by the SWAC at the next regular meeting.
- C. **Public Access** – All regular meetings of the SWAC shall be held in a place that is open and easily accessible to the public. Provision shall be made for public comment at each meeting. Approved meeting minutes shall be available to the public on request. The SWAC is subject to, and will conform with, the provisions of RCW 42.30, the State Open Meeting Act.

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D. Quorum – A quorum is required to be present before an official, regular meeting of the SWAC can take place. A simple majority of the voting members of the SWAC shall constitute a quorum.

IV. RECOMMENDATIONS

The role and purpose of the SWAC shall be to advise and make recommendation to the Yakima County Board of Commissioners on matters within their scope and charge as provided for in SWAC By-Laws. Written reports, recommendations and correspondence submitted to the Yakima County Board of Commissioners shall be forwarded on behalf of a majority of the members over the signature of the Chair. Minority reports, if any, shall be attached to, and forwarded with such reports, recommendations or correspondence without comment by the Chair.

V. WAIVER OF RULES

Any of the above rules or procedures may be waived by a majority vote of the quorum provided further that the reason therefore be included in each motion for waiver.

VI. AMENDMENT OF BYLAWS

Any of the By-Laws may be amended or repealed, and new By-Laws may be adopted, by two-thirds majority vote of the quorum and approval by the Yakima County Board of Commissioners. Prior notice of thirty (30) days shall be given to the SWAC before undertaking amendatory action.