

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, FEBRUARY 14, 2017**



**REGULAR MEETING – 7:00 PM**

**PAGE**

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PRESENTATIONS**
  - A. 2017 Proclamation Grandview High School Career and Technical Education Month 1-2
4. **PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
5. **CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
  - A. Minutes of the January 24, 2017 Committee-of-the-Whole meeting 3-5
  - B. Minutes of the January 24, 2017 Council meeting 6-8
  - C. Payroll Electronic Fund Transfers (EFT) Nos. 5699-5704 in the amount of \$92,142.37
  - D. Payroll Check Nos. 9371-9408 in the amount of \$31,363.01
  - E. Payroll Direct Deposit 1/16/17 – 1/31/17 in the amount of \$98,963.34
  - F. Claim Check Nos. 112179-112305 in the amount of \$355,316.02
6. **ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
  - A. Resolution No. 2017-9 authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing 9-19
7. **UNFINISHED AND NEW BUSINESS**
8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**
  - A. YCDA New Vision Annual Meeting Luncheon Registration 20-21
9. **MAYOR & COUNCILMEMBER REPORTS**
10. **ADJOURNMENT**

## Anita Palacios

---

**From:** alondra.ghsdeca@gmail.com  
**Sent:** Monday, February 06, 2017 7:07 AM  
**To:** Anita Palacios  
**Cc:** Brad Charvet Class  
**Subject:** CTE Month Proclamation

Good morning Anita!

Given that this month of February is nationally known for Career Technical Education Month, Grandview DECA was wondering if the city of Grandview could proclaim it.

Thanks in advance! Have a great Monday!

Alondra Perez  
Area 6 President | WA DECA  
Grandview DECA President  
Hounds Have Heart President



**2017 PROCLAMATION  
GRANDVIEW HIGH SCHOOL  
CAREER AND TECHNICAL EDUCATION MONTH**

**WHEREAS**, February 2017 has been designated Career and Technical Education Month by the Association for Career and Technical Education (ACTE); and

**WHEREAS**, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, placing new and additional responsibilities on our educational system; and

**WHEREAS**, Career and Technical Education provides Americans with a school-to-careers connection and is the backbone of a strong, well educated work force, which fosters productivity in business and industry and contributes to America's leadership in the international marketplace; and

**WHEREAS**, Career and Technical Education gives high school students the opportunity to take advantage of a rigorous program of study that includes applicable academic and technical courses and experiences to provide students with a pathway, motivating them to graduate and leave school both college and career ready; and

**WHEREAS**, Career and Technical Education offers individuals lifelong opportunities to learn new skills, which provide them with career choices and potential satisfaction; and

**WHEREAS**, the ever-increasing cooperative efforts of Career and Technical educators, businesses and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecasted to experience the largest and fastest growth in the next decade.

**NOW THEREFORE, BE IT RESOLVED** that the Mayor and City Council of the City of Grandview, Washington, proclaim February 2017, as **Career and Technical Education Month** in the City of Grandview and urge all citizens to become familiar with the services and benefits offered by the Career and Technical Education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

Dated this 14<sup>th</sup> day of February, 2017

Mayor Norm Childress

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING MINUTES  
JANUARY 24, 2017**

**1. CALL TO ORDER**

Mayor Norm Childress called the Committee-of-the-Whole meeting to order at 6:00 p.m. in the Council Chambers at City Hall.

**2. ROLL CALL**

Present were: Mayor Childress and Councilmembers Mike Everett, Dennis McDonald, Bill Moore, Javier Rodriguez and Joan Souders. Councilmember Gloria Mendoza arrived at 6:10 p.m. Absent from the meeting was Councilmember Gaylord Brewer.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray and City Clerk Anita Palacios.

**3. PUBLIC COMMENT – None**

**4. NEW BUSINESS**

**A. 2017 Snow Removal Budget Amendment Options**

At the January 10, 2017 C.O.W. meeting, City Administrator Arteaga reported that \$27,850 was budgeted in the snow and ice control budget for 2017. From January 1 through January 9, 2017, \$21,320.80 was spent on snow removal costs. The balance of \$6,529 would be expended following that day's inclement weather and accumulation of snow. He requested that Council consider a budget amendment of \$50,000 with the funds being transferred from either the Transportation Benefit District (TBD) Fund or the Current Expense Fund to the Street Fund. The C.O.W. concurred and directed staff to prepare a budget amendment to transfer \$50,000 to the Street Fund for presentation at the January 24<sup>th</sup> C.O.W. meeting.

City Treasurer Cordray explained that staff proposed the separation of the TBD from the Street Fund in order for it to be its own individual fund. This would provide for easier tracking of TBD revenues and expenditures. With this change, it was necessary to revise the 2017 snow removal budget amendment options. The revised budget amendment options were presented. He explained that the revision included three different options and what a \$50,000 increase would do to each fund's reserve (Current Expense Fund, Street Fund, TBD Fund). Also included were the snow removal costs through January 19, 2017.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember McDonald, the C.O.W. authorized staff to prepare a budget amendment transferring \$80,000 from the Current Expense Fund to the Street Fund to a regular Council meeting for consideration.**

**B. Hotel/Motel Taxes to Chamber of Commerce**

City Treasurer Cordray explained that he received accounting of the Chamber's 2015 and 2016 tourism expenditures of the Hotel/Motel taxes remitted to them in and prior to 2016. His review of the expenditures included cancelled checks written on the Chamber's account and corresponding invoices or receipts for services or materials. The 2015 expenses claimed by the Chamber of Commerce were \$6,891.42 while the 2016 expenses were \$2,979.11. The total claimed was \$9,870.53. The City of Grandview Resolution 87-15, paragraph 3. Records, states "The Chamber shall keep and provide all copies of any and all records, receipts, lists, descriptions and itemizations of expenses involved in the Chamber's activities in promoting and advertising the City of Grandview and encouraging tourism expansion upon request by the City." With limited exceptions, descriptions and itemizations of expenses were provided. There was enough evidence of invoice support for the majority of the checks written on the Tourism account. He again relied heavily on past tourism activities of the Chamber of Commerce and the documentation of same. Expenses for 2015 and 2016 were consistent with recent prior years. Audit of the claimed expenses resulted in an adjustment in the supported amount due the Chamber of Commerce. These adjustments were based on non-supported checks written, finance charges for late payments and exclusion of backup. Based on his review of the Chamber records, the Chamber was due the Hotel/Motel Taxes receipted by the City during 2015 and 2016. That amount was \$3,701.37, to be vouchered and approved at the February 14, 2017 City Council meeting.

Discussion took place.

**On motion by Councilmember McDonald, second by Councilmember Moore, the C.O.W. moved the vouchering of the hotel/motel taxes to the Chamber of Commerce in the amount of \$3,701.37 to the February 14, 2017 regular Council meeting Consent Agenda for consideration.**

**C. Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing**

The City was selected by the Washington State Transportation Improvement Board (TIB) to receive 2016 Arterial Preservation Program funding in the amount of \$369,702 for a grind and overlay of West Fifth Street from Larson Street to Euclid Road. On January 10, 2017, Council approved Resolution No. 2017-2 authorizing the Mayor to sign the Washington State Transportation Improvement Board (TIB) Fuel Tax Grant Agreement for the FY 2018 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(005)-1 West Fifth Street from Larson to Euclid. Staff presented the TIB Consultant Agreement with HLA Engineering and Land Surveying, Inc., for design services in the amount of \$38,810.00.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Mendoza, the C.O.W. moved a resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing to a regular Council meeting for consideration.**

**5. OTHER BUSINESS**

4

Snow Removal Efforts – The C.O.W. discussed the snow removal efforts.

**6. ADJOURNMENT**

The study session adjourned at 6:40 p.m.

---

Mayor Norm Childress

---

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
JANUARY 24, 2017**

**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, Bill Moore, Javier Rodriguez and Joan Souders.

Absent from the meeting was Councilmember Gaylord Brewer.

**On motion by Councilmember Moore, second by Councilmember Everett, Council excused Councilmember Gaylord Brewer from the meeting.**

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray and City Clerk Anita Palacios.

**2. PLEDGE OF ALLEGIANCE**

Councilmember Souders led the pledge of allegiance.

**3. PRESENTATIONS – None**

**4. PUBLIC COMMENT – None**

**5. CONSENT AGENDA**

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

- A. Minutes of the January 10, 2017 Committee-of-the-Whole meeting**
- B. Minutes of the January 10, 2017 Council meeting**
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5693-5697 in the amount of \$78,066.68**
- D. Payroll Check Nos. 9354-9370 in the amount of \$108,958.51**
- E. Payroll Direct Deposit 1/1/17 – 1/15/17 in the amount of \$94,864.49**
- F. Claim Check Nos. 112104-112178 in the amount of \$135,715.50**

**6. ACTIVE AGENDA**

- A. Ordinance No. 2017-3 approving a Franchise Agreement between the City of Grandview and Mobilitie, LLC**

This item was previously discussed at the November 22, 2016 C.O.W. meeting and the January 10, 2017 regular Council meeting.

**On motion by Councilmember Everett, second by Councilmember Moore, Council approved Ordinance No. 2017-3 approving a Franchise Agreement between the City of Grandview and Mobilitie, LLC.**

6

**B. 2017 YVCOG General Membership Member and Alternate Designations**

This item was previously discussed at the January 10, 2017 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Mendoza, Council approved the 2017 City designations of Mayor Norm Childress as the YVCOG General Membership Member and Councilmember Moore as the YVCOG General Membership Alternate.**

Councilmember Souders abstained from the vote.

**C. 2017 City Board & Commission Appointments**

This item was previously discussed at the January 10, 2017 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Rodriguez, Council confirmed the following 2017 City Board and Commission appointments as recommended by the Mayor:**

	<u>Term</u>
<b>Community Center Advisory Committee</b>	
<b>Middle School Representative – Juan Jimenez Jr.</b>	<b>12/31/2017</b>
<b>High School Representative – Jasel Perez</b>	<b>12/31/2017</b>
<b>Senior Citizen Representative – Wanda Brewer</b>	<b>12/31/2017</b>
<b>American Legion/Auxiliary Representative – Nancy Davidson</b>	<b>12/31/2017</b>
<b>At-Large Representative – Dave Copeland</b>	<b>12/31/2017</b>
<b>At-Large Representative – Laura Massey</b>	<b>12/31/2017</b>
<b>City Council Representative – Joan Souders</b>	<b>12/31/2017</b>
<b>Planning Commission – Lois Chilton</b>	<b>12/31/2021</b>
<b>Museum Board – Mary Barrett</b>	<b>12/31/2019</b>
<b>Museum Board – Jeanne Marie Coursey</b>	<b>12/31/2019</b>
<b>Civil Service Commission – Darrell McCallum</b>	<b>12/31/2022</b>

**D. Resolution No. 2017-5 approving a Letter of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol regarding the Supplemental Pension Plan**

This item was previously discussed at the January 10, 2017 C.O.W. meeting.

**On motion by Councilmember Everett, second by Councilmember McDonald, Council approved Resolution No. 2017-5 approving a Letter of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol regarding the Supplemental Pension Plan.**

**E. Resolution No. 2017-6 authorizing the Mayor to sign the Technical Assistance Contract No. 010117GV with the Yakima Valley Conference of Governments**

This item was previously discussed at the January 10, 2017 C.O.W. meeting.

**On motion by Councilmember Souders, second by Councilmember Rodriguez, Council approved Resolution No. 2017-6 authorizing the Mayor to sign the Technical Assistance Contract No. 010117GV with the Yakima Valley Conference of Governments.**

**F. Resolution No. 2017-7 approving a Site Use Agreement between People For People and the City of Grandview Community Center**

This item was previously discussed at the January 10, 2017 C.O.W. meeting.

**On motion by Councilmember McDonald, second by Councilmember Mendoza, Council approved Resolution No. 2017-7 approving a Site Use Agreement between People For People and the City of Grandview Community Center.**

Councilmember Souder abstained from the vote.

**G. Resolution No. 2017-8 authorizing the Mayor to sign an Equipment Maintenance Agreement with Benton County**

This item was previously discussed at the January 10, 2017 C.O.W. meeting.

**On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Resolution No. 2017-8 authorizing the Mayor to sign an Equipment Maintenance Agreement with Benton County.**

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

**8. CITY ADMINISTRATOR AND/OR STAFF REPORTS – None**

**9. MAYOR & COUNCILMEMBER REPORTS**

YVCOG General Membership Meeting – Due to inclement weather, the YVCOG General Membership meeting scheduled for January 18<sup>th</sup> was cancelled.

**10. ADJOURNMENT**

**On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the meeting at 7:25 p.m.**

---

Mayor Norm Childress

---

Anita Palacios, City Clerk

**RESOLUTION NO. 2017-9**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE  
TRANSPORTATION IMPROVEMENT BOARD CONSULTANT AGREEMENT  
WITH HLA ENGINEERING AND LAND SURVEYING, INC.,  
FOR THE WEST FIFTH STREET RESURFACING**

**WHEREAS**, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB funds in the amount of \$369,702 for the 2016 Arterial Preservation Program to include West Fifth Street Resurfacing from Larson Street to Euclid Road; and,

**WHEREAS**, the City has selected HLA Engineering and Land Surveying, Inc., to provide professional engineering services for design of said improvement project,

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

The Mayor is hereby authorized to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the FY 2018 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(005)-1 to include design of the West Fifth Street Resurfacing from Larson Street to Euclid Road in the form as is attached hereto and incorporated herein by reference in the amount of \$38,810.00.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 14, 2017.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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



### III GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

### IV TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

### V PAYMENT

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

### VI SUBCONTRACTING

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

### VII EMPLOYMENT

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### VIII NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in



Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

**IX  
TERMINATION OF AGREEMENT**

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
  - 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  - 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT

12

for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

**X  
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI  
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII  
VENUE, APPLICABLE LAW AND  
PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII  
LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

**Insurance Coverage**

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV  
EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

13

- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV  
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI  
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII  
CERTIFICATION OF THE  
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII  
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX  
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

---

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By  By \_\_\_\_\_  
Consultant HLA Engineering and Land Surveying, Inc. City of Grandview

*14*

**EXHIBIT A-1**  
**Certification of Consultant**

Project No. <b>3-E-183(005)-1</b>	City of <b>Grandview</b>
-----------------------------------	--------------------------

I hereby certify that I am Michael T. Battle, PE a duly authorized representative of the firm of HLA Engineering and Land Surveying, Inc. whose address is 2803 River Road, Yakima, WA 98902 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

1/5/2017  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature

**Certification of Agency Official**

I hereby certify that I am the AGENCY Official of the City of Grandview, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

15

## EXHIBIT B-1 Scope of Work

Project No. **3-E-183(005)-1**

**Describe the Scope of Work**

Perform field investigation and limited topographic survey, as needed; prepare design plans, specifications and estimate for review by the City and funding agency; provide contract documents for bid opening; advertise project for bids (paid for by the City); answer bid questions; prepare and issue addenda; attend bid opening, review and tabulate bids; make recommendation of award.

**Documents to be Furnished by the Consultant**

Required documents for funding agency; preliminary and final plans and specifications; thirty (30) copies of project contract documents for bidding; Engineer's estimate and bid opening tabulation summary; recommendation of award letter; and notice of award letter to the lowest responsible bidder.

**EXHIBIT C-1**  
**Payment**  
**(Lump Sum)**

**A. Lump Sum Agreement**

Payment for all consulting services for this project shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.

The maximum amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

**B. Monthly Progress Payments**

Partial payments may be made upon request of the CONSULTANT to cover the percentage of work completed and are not to be more frequent than one (1) per month.

**C. Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT contingent upon receipt of all PS&E, plans, maps notes, reports, and other related documents which are required to be furnished under the AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

**D. Inspection of Cost Records**

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY and/or the TIB for a period of three years after final payment the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

17

**EXHIBIT D-1**  
**Consultant Fee Determination Summary Sheet**  
 (Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by <b>HLA Engineering and Land Surveying, Inc.</b>				Date <b>01/03/2017</b>	
Project <b>West Fifth Street Resurfacing</b>					
<b>Negotiated Rates</b>					
Classification	Man Hours		Rate		Cost
Licensed Principal Engineer	14	x	\$196.00	=	\$2,744.00
Licensed Professional Engineer	80	x	\$160.00	=	\$12,800.00
Licensed Land Surveyor	12	x	\$146.00	=	\$1,752.00
Surveyor	96	x	\$92.00	=	\$8,832.00
CAD Technician	90	x	\$115.00	=	\$10,350.00
Word Processing Technician	24	x	\$77.00	=	\$1,848.00
<b>TOTAL</b>					<b>\$38,326.00</b>
<b>REIMBURSABLES</b>					
Itemized					\$500.00
<b>SUBCONSULTANT COST (See Exhibit G)</b>					<b>\$0</b>
<b>GRAND TOTAL</b>					<b>\$38,826.00</b>

18

**EXHIBIT F-1**  
**Payment Upon Termination of Agreement**  
**by the Agency Other than for Fault of the Consultant**  
(Refer to Agreement, Section IX)

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

**Anita Palacios**

**From:** New Vision <info@ycda.ccsend.com> on behalf of New Vision <beverly@ycda.com>  
**Sent:** Friday, January 27, 2017 10:36 AM  
**To:** Anita Palacios  
**Subject:** Join us for our annual meeting and listen to Emmy winner Ross Shafer explain how "Relevant Leaders Behave Like Startups!"

Having trouble viewing this email? [Click here](#)



**Annual Meeting Luncheon**

**When**

Wednesday March 15,  
2017 from 11:30 AM to  
1:00 PM PDT

[Add to Calendar](#)

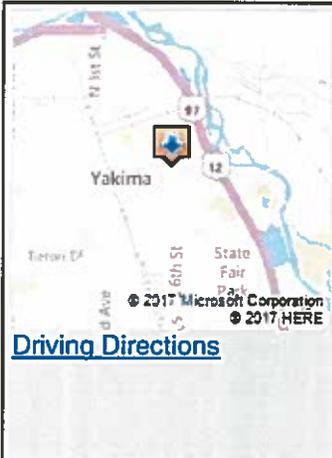
**Where**

**Yakima Convention  
Center**  
10 N 8th Street  
Yakima, WA 98901

You're invited to our annual meeting luncheon Wednesday, March 15th at the Yakima Convention Center. Join us while we review our work and accomplishments over the past year and preview our goals and vision for 2017. Then, our keynote speaker, Emmy award winner Ross Shafer, will explain how "Relevant Leaders Behave Like Startups," a timely, relevant presentation he penned just for us that you won't want to miss.



20



[Watch Ross Shafer preview his keynote presentation](#)

**Click below to register.  
\$50 individual, \$400 for a table of 8.**

***Lunch starts at 11:30***

[Get more information](#)

**[Register Now!](#)**

[I can't make it](#)

If you have any questions, or would prefer to register by phone, Beverly would be happy to assist you. Just call 509-575-1140.

Thank you in advance for registering. We look forward to seeing you at the convention center in March!

Sincerely,

Yakima County Development Association  
New Vision  
beverly@ycda.com  
509-575-1140

New Vision, 10 N 9th St, Yakima, WA 98908

[SafeUnsubscribe™ anitap@grandview.wa.us](#)

[Forward email](#) | [Update Profile](#) | [About our service provider](#)

Sent by [beverly@ycda.com](#) in collaboration with

**Constant Contact** 

Try it free today