

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, NOVEMBER 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 DECA
 - B. Pacific Power – Bill Clemens, Regional Community Manager
- 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 October 23, 2017 Committee-of-the-Whole special meeting 2-5
 - B. Minutes of the October 23, 2017 Council special meeting 6-9
 - C. Minutes of the October 30, 2017 Budget special meeting 10-12
 - D. Minutes of the November 6, 2017 Budget special meeting 13-19
 - E. Payroll Electronic Fund Transfers (EFT) Nos. 5846-5851 in the amount of \$95,226.99
 - F. Payroll Check Nos. 9930-9963 in the amount of \$27,111.93
 - G. Payroll Direct Deposit 10/16/17 – 10/31/17 in the amount of \$107,033.52
 - H. Claim Check Nos. 113923-114040 in the amount of \$393,109.66
- 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. 2017-47 authorizing the Mayor to sign the 2018 Corrections/Detention Agreement with Yakima County 20-32
 - B. Resolution No. 2017-48 authorizing the Mayor to sign an Interlocal Agreement between the City of Sunnyside and the City of Grandview for housing of inmates 33-43
 - C. Ordinance No. 2017-10 levying the 2018 ad valorem property taxes and excess levy taxes 44-46
- 7. UNFINISHED AND NEW BUSINESS**
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER REPORTS**
- 10. ADJOURNMENT**



2017 PROCLAMATION GRANDVIEW HIGH SCHOOL DECA

WHEREAS, the Grandview City Council recognizes the hard work and services provided by the Grandview High School DECA Chapter; and,

WHEREAS, the GHS DECA Chapter performs and participates in many community service activities; and,

WHEREAS, the Grandview City Council supports the GHS DECA Chapter within the school and community,

NOW, THEREFORE, I, Mayor Norm Childress of the City of Grandview, Washington, and on behalf of the City Council, do hereby proclaim

**November 13-17, 2017 as
GRANDVIEW HIGH SCHOOL DECA WEEK
and
the month of November as
GRANDVIEW HIGH SCHOOL DECA MONTH**

and urge all citizens to support efforts and activities of the GHS DECA Chapter.

Dated this 14th day of November, 2017

Mayor Norm Childress

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE SPECIAL MEETING MINUTES
OCTOBER 23, 2017**

1. CALL TO ORDER

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

2. ROLL CALL

Present were: Mayor Childress and Councilmembers Gay Brewer, Dennis McDonald, Bill Moore and Javier Rodriguez.

Councilmember Joan Souders arrived at 6:05 p.m. Councilmember Mike Everett arrived at 6:10 p.m. Councilmember Gloria Mendoza arrived at 6:15 p.m.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Piant, City Treasurer Matt Cordray, Police Chief Kal Fuller and City Clerk Anita Palacios.

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Resolution authorizing the Mayor to sign the 2018 Corrections/Detention Agreement with Yakima County

The City of Grandview and the Yakima County Department of Corrections enter into yearly contracts for inmate housing services. The contract was an Interlocal Agreement outlining the specifics regarding the treatment, costs and housing of inmates within the Yakima County jail. Grandview prisoners in transition from one jurisdiction to another would be temporarily held with Yakima County until they could be transported to another facility. Grandview was charged for this temporary housing. The 2018 Interlocal Agreement with Yakima County was similar to last year's agreement. The only changes were an increase in per day rates (now \$59.85) and some prior non applicable language was stricken. The agreement would continue to allow prisoners to be temporarily housed with Yakima County. The 2018 Interlocal Agreement was reviewed as to form by the City Attorney.

Discussion took place.

On motion by Councilmember Brewer, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign the 2018 Corrections/Detention Agreement with Yakima County to the November 14, 2017 Council meeting for consideration.

B. Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Sunnyside and the City of Grandview for housing of inmates

The City of Grandview and the City of Sunnyside enter into yearly contracts for jail services. The contract was an Interlocal Agreement outlining the specifics regarding the treatment, costs and housing of inmates within Sunnyside and Grandview jails. The 2018 Interlocal Agreement

with the City of Sunnyside was the same as previous year's agreements. The only change was a slight increase in per day rates from \$42.00 to \$47.00. The agreement would allow for prisoners to be routinely housed in Sunnyside. Grandview jail would now be a temporary holding facility. The 2018 Interlocal Agreement was reviewed as to form by the City Attorney.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. moved a resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Sunnyside and the City of Grandview for housing of inmates to the November 14, 2017 Council meeting for consideration.

C. Ordinance levying the 2018 ad valorem property taxes and excess levy taxes

City Treasurer Cordray explained that pursuant to legislation RCW 84.52.020, the City's certification for the purpose of levying 2018 property taxes was to be filed with the Board of Yakima County Commissioners on or before November 30, 2017 or the City would receive no funding from this source. As a result of Referendum 47, the City would need to pass an ordinance for the levy amount up to the full 101%. The regular levy request in the amount of \$1,533,600 was a \$21,830 increase from the 2017 levy amount and a ¼% increase of that same 2017 levy amount, plus any amount allowed for new construction and increase in state assessed value. He presented an ordinance levying the 2018 ad valorem property taxes and excess levy taxes.

Discussion took place.

On motion by Councilmember Brewer, second by Councilmember McDonald, the C.O.W. moved an ordinance levying the 2018 ad valorem property taxes and excess levy taxes to the November 14, 2017 Council meeting for consideration.

D. Resolution amending Chapter 7 of the Personnel Policy Manual relating to sick leave to comply with Initiative 1443 (paid sick leave)

City Attorney Plant explained that in November 2016, Washington's voters approved Initiative 1443. The initiative increased the minimum wage and mandated that employees in Washington were entitled to paid sick leave. The initiative delineated the circumstances in which sick leave may be taken and the procedures by which an employer may verify that an employee's use of sick leave was proper. Implementing regulations were being developed and, when finalized, would be adopted at Chapter 296-128 WAC. The requirements of Initiative 1443 become effective January 1, 2018. The City currently provides paid sick leave to full time employees. However, several components of the City's current sick leave policy should be amended to comply with Initiative 1443. Seasonal and part-time employees would be entitled to sick leave. Other provisions within the City's sick leave policy should also be amended to comply with the requirements of Initiative 1443. Staff presented the City's current sick leave policy as amended, in track change format to illustrate the amendments being proposed. Also presented was a resolution adopting the changes.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Rodriguez, the C.O.W. moved a resolution amending Chapter 7 of the Personnel Policy Manual relating to sick leave to comply with Initiative 1443 (paid sick leave) to the November 14, 2017 Council meeting for consideration.

E. Drinking Water State Revolving Fund (DWSRF) Funding Application

City Administrator Arteaga explained that the City's Water System Plan identified Major Capital Improvements in 2019 as follows:

- Cedar Street water main upsizing - \$372,000
- North Elm Street water main upsizing - \$256,000
- West Third Street water main upsizing - \$360,000
- West Fourth Street water main upsizing - \$233,000
- Glen Street water main upsizing - \$205,000

The funding identified for these improvements was a Drinking Water State Revolving Fund (DWSRF) loan. The loan costs were included in the existing rate structure. To construct these improvements in 2019, a DWSRF application in the amount of \$1.5 million would need to be completed before the November 30, 2017 deadline. If selected, the funds become available in July 2018, design could occur in the fall/winter with construction in 2019 as identified in the plan.

Due to the recent emergency repairs to the sewer transmission main and the possible complete replacement of the entire existing transmission main from Dykstra Park to the Euclid Lift Station, he recommended that Council postpone the Water System Plan improvements in 2019 for an additional 2-3 years and not apply for the DWSRF loan at this time. The water mains identified were beginning to exhibit wear and tear, but none of the water mains were in an emergency status mode for replacement or out of compliance with the Department of Health regulations.

He expressed concern with receiving another water system loan in addition to the sewer main replacement loan recently applied for with the Department of Ecology, and the required water and sewer utility rate increases needed to satisfy both loan payments.

Discussion took place.

Council concurred with his recommendation.

5. OTHER BUSINESS

A. Elm & Fir Street Sidewalk Improvements (Safe Routes to School Grant)

City Administrator Arteaga explained that the Safe Routes to School grant application provided for sidewalk improvements on Elm and Fir Streets. The grant application identified an established unsurfaced pedestrian pathway at the end of Fir Street just south of East Fourth Street which allowed students to walk directly through the neighborhood to Highland Drive. The grant application provided for the installation of a 6' sidewalk on the east side of Fir Street to the south of Smith Elementary School connecting to the neighborhood pathway.

Following the grant award, Councilmember Brewer requested the City Administrator provide a cost estimate from the City Engineers for pedestrian lighting along the pathway. The City

Engineers provided a cost estimate of \$56,000. The City Engineers also indicated that they were unable to determine the ownership of the pathway.

City Administrator Arteaga distributed a copy of the plat map for the residential subdivision (Vista Villas) adjacent to Smith Elementary School. The plat identified the pathway on the map and also indicated "Asphalt pathways to be owned and maintained by Remidco Corporation". Since the property did not belong to the City, the City would be unable to install pedestrian lighting on private property. He noted that the City had not received any complaints or concerns regarding the pathway.

Discussion took place.

Councilmember Brewer requested that the record reflect his concern for improving safety along the pathway.

6. ADJOURNMENT

The study session adjourned at 6:45 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
SPECIAL MEETING MINUTES
OCTOBER 23, 2017**

1. CALL TO ORDER

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

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Mike Everett, Dennis McDonald, Bill Moore, Gloria Mendoza, Javier Rodriguez and Joan Souders.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller, Library Director Elizabeth Jahnke and City Clerk Anita Palacios.

2. PLEDGE OF ALLEGIANCE

Library Director Jahnke led the pledge of allegiance.

3. PRESENTATIONS

A. Opioid Crisis – Police Chief Fuller

Police Chief Fuller introduced Detective Sergeant Orest Wilson with the Yakima County Law Enforcement Against Drugs (LEAD) Task Force. Sergeant Wilson began his presentation by providing a brief overview of the Task Force. He explained that the City of Grandview entered into an interlocal agreement in 1989 relating to the City's participation in a multi-jurisdictional anti-drug task force, known as the Yakima County Law Enforcement Against Drugs (LEAD) Task Force. When the Task Force was formed in 1989, all cities in Yakima County participated. The Task Force currently consists of the Yakima County Sheriff and Prosecuting Attorney's Office, Washington State Gambling Commission, the cities of Sunnyside, Grandview and Union Gap, and the Washington State Patrol. The City currently provides one detective to the Task Force. He noted that the Task Force's continued operation was to reduce illegal drug trafficking and consumption in the State of Washington and within the boundaries of the consolidated service area of the participating jurisdictions, together with such other jurisdictions. He added that the participating governmental jurisdictions were given top priority over non-participating jurisdictions.

With respect to the opioid crisis, copies of an educational and awareness document entitled "A Briefing Guide for First Responders" written by the United States Drug Enforcement Administration was distributed. The Executive Summary provided as follows: *In the last several years, U.S. Law Enforcement has seen a dramatic increase in the availability of dangerous synthetic opioids. A large majority of these synthetic opioids are structural derivatives of the synthetic drug "fentanyl." Fentanyl is a synthetic opioid currently listed as a Schedule II prescription drug that mimics the effects of morphine in the human body, but has potency 50-100 times that of morphine. Due to the high potency and availability of fentanyl, both transnational and domestic criminal organizations are increasingly utilizing these dangerous synthetic opioids as an adulterant in heroin and other controlled substances. The presence of these synthetic opioids in the illicit U.S. drug market is extremely concerning as the potency of these drugs has led to a significant increase in overdose incidents and overdose-related deaths*

throughout the nation. WARNING: There is a significant threat to law enforcement personnel, and other first responders, who may come in contact with fentanyl and other fentanyl-related substances through routine law enforcement, emergency or life-saving activities. Since fentanyl can be ingested orally, inhaled through the nose or mouth, or absorbed through the skin or eyes, any substance suspected to contain fentanyl should be treated with extreme caution as exposure to a small amount can lead to significant health-related complications, respiratory depression, or death."

Sgt. Wilson noted that fentanyl was coming to this area, but was unaware how much would show up. The Task Force has had two fentanyl related cases, but both were in the upper Yakima County.

Discussion took place regarding the Police Department carrying and administering the overdose antidote Narcan, used to temporarily reverse the effects of opioid medicines. Police Chief Fuller advised that EMS (Emergency Medical Service) was just starting to carry and administer Narcan in Yakima County. The Yakima County Sheriff's Office was working on the development of training and protocol for County law enforcement agencies to carry and administer Narcan.

Sgt. Wilson advised that the drugs that were still the main threat and most dominate in the lower Yakima County were meth, heroin and marijuana. These three drugs continue to influence crime related issues such as gangs, nuisances and homicides.

4. **PUBLIC COMMENT** – None

5. **CONSENT AGENDA**

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

- A. Minutes of the September 26, 2017 Committee-of-the-Whole meeting
- B. Minutes of the October 10, 2017 Committee-of-the-Whole special meeting
- C. Minutes of the October 10, 2017 Council meeting
- D. Minutes of the October 16, 2017 Budget special meeting
- E. Payroll Electronic Fund Transfers (EFT) Nos. 5840-5844 in the amount of \$78,891.83
- F. Payroll Check Nos. 9912-9929 in the amount of \$82,411.05
- G. Payroll Direct Deposit 10/1/17 – 10/15/17 in the amount of \$94,775.73
- H. Claim Check Nos. 113826-113922 in the amount of \$199,714.02

6. **ACTIVE AGENDA**

A. **Public Hearing – 2018 Current Expense Fund Revenue Sources**

Mayor Childress opened the public hearing for the purpose of receiving comments on the 2018 Current Expense Fund Revenue Sources.

City Treasurer Cordray indicated that the 2018 Current Expense Fund Revenue Sources were previously discussed at the October 10, 2017 and October 16, 2017 special budget meetings. He explained that the operating revenue for the Current Expense Fund in 2018 was estimated

to be \$5,290,685. He provided a detail of the Current Expense Fund revenue estimates as follows:

Revenue Type	Amount
Property Taxes	\$1,530,000
Sales Tax	\$591,500
Criminal Justice Tax	\$165,000
City Utility Taxes	\$1,023,500
Private Utility Taxes	\$1,025,000
Other Taxes	\$2,000
Licenses & Permits	\$131,500
Intergovernmental Revenues	\$357,300
Charges for Services	\$152,160
Fines & Forfeits	\$178,210
Misc. & Other Revenues	\$134,515

Mayor Childress requested public comments. There were no public comments received during the hearing or by mail.

The public testimony portion of the hearing was declared closed and no further comments were received.

B. Resolution No. 2017-45 authorizing the City of Grandview Public Works Department to repair a private parking lot owned by Phillip Winterholler in exchange for an exclusive perpetual easement for the Memorial Plaza

This item was previously discussed at the June 13, 2017 C.O.W. meeting, June 27, 2017 regular meeting, July 11, 2017 and July 25, 2017 C.O.W. meetings, and the August 8, 2017 regular meeting.

On motion by Councilmember Mendoza, second by Councilmember Everett, Council approved Resolution No. 2017-45 authorizing the City of Grandview Public Works Department to repair a private parking lot owned by Phillip Winterholler in exchange for an exclusive perpetual easement for the Memorial Plaza.

C. Industrial User Contract Schedule "A" Revisions

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

On motion by Councilmember Moore, second by Councilmember Souders, Council agreed to comply with the Department of Ecology's request to revise the Schedule "A" for the seven (7) industrial user contracts by removing the 120% rule footnote which states "Wastewater discharge shall not be considered a violation of the Industrial User's Washington Department of Ecology State Waste Discharge Permit until they reach 120% of the values listed in Schedule "A".

D. **Resolution No. 2017-46 approving an Interlocal Agreement between the City of Grandview and the City of Toppenish regarding the cooperative use of facilities, equipment and personnel**

This item was previously discussed at the August 8, 2017, August 22, 2017 and September 11, 2017 C.O.W. meetings.

On motion by Councilmember Souders, second by Councilmember Rodriguez, Council approved Resolution No. 2017-46 approving an Interlocal Agreement between the City of Grandview and the City of Toppenish regarding the cooperative use of facilities, equipment and personnel.

Councilmember Everett abstained from the vote.

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

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

Downtown Street Tree Lighting – City Administrator Arteaga reported that the downtown street tree lights would be re-installed next week.

IACC Conference – Mayor Childress and City Administrator Arteaga would be attending the Infrastructure Assistance Coordinating Council (IACC) Conference on October 24-26, 2017 in Wenatchee.

Assistant Public Works Director Position – City Administrator Arteaga reported that Assistant Public Works Director Santos Trevino submitted his resignation effective February 28, 2018. The Mayor and City Administrator interviewed and offered the position to Marty Groom who was currently employed with the City of West Richland. He would commence employment on December 1, 2017

9. **MAYOR & COUNCILMEMBER REPORTS**

Little Free Library – Councilmember Souders reported that the Little Free Library was temporarily installed for the ribbon cutting. It was necessary to lower the anchor post and it would be reinstalled next week.

10. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the meeting at 8:05 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
SPECIAL MEETING MINUTES – BUDGET
OCTOBER 30, 2017**

1. CALL TO ORDER

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

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Mike Everett, Dennis McDonald and Bill Moore.

Councilmember Joan Souders arrived at 6:15 p.m.

Absent from the meeting were Councilmembers Javier Rodriguez and Gloria Mendoza.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray, Police Chief Kal Fuller, Assistant Police Chief Mike Hopp and City Clerk Anita Palacios.

2. LIFETIME ACHIEVEMENT AWARD – CUS ARTEAGA

Mayor Childress announced that City Administrator/Public Works Director Arteaga was awarded the coveted Joe Mitschelen Lifetime Achievement Award for Public Service at the Infrastructure Assistance Coordinating Council (IACC) Conference on October 25th. City Administrator Arteaga was nominated for clearly demonstrating his commitment to the City, the infrastructure that makes the community livable, creative problem solving, and demonstrating a lifetime of success in public service.

3. WATER SYSTEM PLAN CAPITAL IMPROVEMENTS – DWSRF FUNDING APPLICATION

At the October 23, 2017 special Committee-of-the-Whole meeting, City Administrator Arteaga explained that the City's Water System Plan identified Major Capital Improvements in 2019 as follows:

- Cedar Street water main upsizing - \$372,000
- North Elm Street water main upsizing - \$256,000
- West Third Street water main upsizing - \$360,000
- West Fourth Street water main upsizing - \$233,000
- Glen Street water main upsizing - \$205,000

The funding identified for these improvements was a Drinking Water State Resolving Fund (DWSRF) loan. The loan costs were included in the existing rate structure. To construct these improvements in 2019, a DWSRF application in the amount of \$1.5 million would need to be completed before the November 30, 2017 deadline.

Due to the recent emergency repairs to the sewer transmission main and the possible complete replacement of the entire existing transmission main, he recommended that Council postpone the Water System Plan improvements in 2019 for an additional 2-3 years and not apply for the DWSRF loan at this time.

At the October 23, 2017 C.O.W. meeting, Council concurred with his recommendation to postpone the Water System Plan improvements.

Since that date, the City Engineer completed the 2018 Water and Sewer Rate Analysis. Based upon the analysis, the Engineer recommended no increase in water rates and a 4% increase in sewer rates. The water system capital improvements as proposed in the Water System Plan were included in the water rate analysis.

Following discussion, consensus was to proceed with the DWSRF funding application in the amount of \$1.5 million for the 2019 Water System Plan capital improvements due on November 30, 2017.

4. 2018 PRELIMINARY BUDGET

2018 Expenditure Estimates – Current Expense Fund

City Treasurer Cordray continued the presentation of the 2018 preliminary budget, as follows:

Police Administration

2017 Budget \$283,800

2018 Estimate \$294,350

Notable Changes in 2018 – None

Police Investigations

2017 Budget \$283,800

2018 Estimate \$287,800

Notable Changes in 2018 – None (second detective position would not be filled in 2018 while new hires were going through training).

Police Patrol

2017 Budget \$1,653,025

2018 Estimate \$1,814,450

Notable Changes in 2018 –

- 1 Mobile Data Terminal replacement – \$2,500 (Capital Replacement item)
- 2 Bullet Resistant Vests – \$2,000 (Capital Replacement item)
- 1 TASER – \$1,000 (Capital Replacement item)
- 1 New Officer Position – \$87,000
- Separation pay for one sergeant – \$47,000

Police Community Programs

2017 Budget \$16,350

2018 Estimate \$17,350

Notable Changes in 2018 – None

Police Corrections

2017 Budget \$

2018 Estimate \$

Notable Changes in 2018 –

- Contract out for most jail services – reduce budget from \$160,000 to \$110,000
- Grandview jail becomes a short term holding facility
- Corrections employee moved to fill an open position in Communications

Police Communications

2017 Budget \$578,500

2018 Estimate \$638,600

Notable Changes in 2018 –

- Increase in wages to hire a January replacement for April retirement – \$16,500
- Increase provisional wages – \$2,000
- Computer replacements (3 computers) – \$3,000 (Capital Replacement Item)
- Call transfer equipment – \$7,000 (Capital Replacement Item)
- Employee moved to Communications from Corrections

Animal Control

2017 Budget \$32,760

2018 Estimate \$33,600

Notable Changes in 2018 – Continue contracting for services with the Humane Society of Central Washington for animal control (15 hours a week) coverage. Current contract expires in 2018. 2018 rate estimated at \$32,000.

Criminal Justice Funds

2017 Budget \$433,925

2018 Estimate \$439,110

Notable Changes in 2018 –

- LEAD Task Force (continuation of service) – \$26,500
- Lower Valley Repeater Project (not done in 2017) – \$6,000 (Capital Replacement)
- Crime Scene Investigations Equipment (trailer supplies) – \$3,000 (Capital Replacement)
- Elliptical/stair step machine (fitness gym) – \$8,700 (Capital Replacement)
- 1 portable radio (One BCSO) – \$4,000 (Capital Replacement)
- 1 pistol (possible new hire) – \$1,000 (Capital Replacement)

5. ADJOURNMENT

The special meeting adjourned at 7:30 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
SPECIAL MEETING MINUTES – BUDGET
NOVEMBER 6, 2017**

1. CALL TO ORDER

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

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Mike Everett, Bill Moore, Javier Rodriguez and Joan Souders.

Councilmember Gloria Mendoza arrived at 6:10 p.m.

Absent from the meeting was Councilmember Dennis McDonald.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray, Fire Chief Pat Mason and City Clerk Anita Palacios.

2. 2018 PRELIMINARY BUDGET

2018 Water and Sewer Rate Analysis

Ted Pooler, City Engineer with HLA Engineering and Land Surveying, Inc., presented the 2018 Water and Sewer Rate Analysis, as follows:

Project Background – Revenues and expenditures for Grandview's water and sewer fund were reviewed annually as part of the budget planning process. The analysis process began in earnest in 2008 to evaluate the loss of revenue caused by the Wild River Foods fire. The City would have generated an estimated \$130,000 in annual water charge revenue and \$750,000 in annual sewer charge revenue had Wild River Foods remained in operation. As a result of this significant loss of revenue, a long-term plan was developed to bring water and sewer revenues back to the level where each department was self-sufficient.

Over the ensuing years, annual rate increases were implemented. In 2014, the sewer department fund balance became positive, and the water department was no longer supporting cash flow in the sewer department. Significant increases in industrial wastewater discharges from 2012 through 2015 led to this favorable revenue picture in the sewer department. In 2015, increases of 2% for water and 1% for sewer were recommended by HLA and adopted by Council. With the improved revenues in both the water department and sewer department, no rate increases were necessary in 2016 and 2017.

While increased revenues were noteworthy, the City's control of expenditures was also an important factor. In 2017 alone, year-end water department operating expenses were projected to be \$192,000 below budget, and sewer department operating expenses were projected to be \$254,000 below budget. This control of expenses, and the conservative approach to budgeting, has placed the City of Grandview Water/Sewer Fund in a good financial position.

October 2017 Analysis – The recent analysis included the following major work items:

- A review of 2017 revenues and expenses;
- Projection of 2017 year-end revenues and expenses using historical seasonal distribution of water consumption, sewer discharges, and expenditures;

- Examination of current and proposed capital improvements; and
- Preparation of a cash flow analysis to review projected revenue needs.

The cash flow analysis relies on reasonable revenue projections. Year-end 2016 revenues were lower than past revenue projections. This downturn was probably due to decreased water consumption and decreased industrial wastewater discharges. For 2017, projected year-end water revenues was slightly increased, and projected year-end sewer revenues was significantly increased. To be conservative, staff assumed the projected increase in water revenues would not continue, and only one-half of the projected increase in sewer revenues would apply to the estimated future revenues. The cash flow analysis was then updated to reflect the revised revenue projections and to account for adjustments in planned capital improvements. A few key items in the analysis were worth noting:

- The Department of Ecology requested an analysis and report to address groundwater concerns at the wastewater treatment facility. A draft report was prepared recommending improvements at the facility in 2020. The estimated cost of those improvements (\$14 million and the associated debt service) was included in the cash flow analysis.
- Since preparing past sewer rate analyses, a new major sewer system capital improvement project was identified: replacement of the trunk sewer line between the City and the Euclid Road Pump Station. Recent failures of the pipeline highlighted the poor condition of the sewer line, and the City has applied for Department of Ecology SRF loan funding of the \$4.6 million project to be constructed over two years (2018 and 2019). Debt service to repay the full loan amount was included in the analysis.
- Another proposed sewer system capital improvement project was construction of additional paved sludge drying beds. Timing of this \$1.2 million project was flexible and City funds were proposed to pay for the improvements.
- The sewer department paid off the Public Works Trust Fund (PWTF) portion of the sewer debt in 2016, reducing annual expenses by about \$240,000. The revenue bond portion of the sewer debt would be paid off in 2019, further reducing sewer expenses by \$420,000 per year.
- Water department expenditures included 2017 capital improvement expenses for telemetry system upgrades, water meters, and the remaining costs for rehabilitation of the Asahel Curtis Well.
- Future improvements outlined in the Water System Plan were considered in the cash flow analysis. Major improvements in 2019 (\$1,425,000), 2020 (\$1,773,000), and 2021 (\$6,200,000) were proposed to be funded from reserves and through Drinking water State Revolving Fund (DWSRF) loans, with associated debt service in the following years.
- Ending fund balances were adequate to provide a typical minimum balance of at least 50% of annual expenditures, which provided more than six months of reserve.

Results –

Water Department

- Future water system capital improvements were consistent with the recommendations found in the City's Water System Plan. Capital improvements should be re-examined each year as part of the budget process, and the long-term financial plan should be updated accordingly.

- Since projected water revenues and expenditures continue to show a positive Water Department fund balance, no water rate increase was recommended for 2018. Based on the current timing of future capital improvements, rate increases may not be needed for several years.

Sewer Department

- The rate analysis included future improvements to the wastewater treatment plant needed to address potential groundwater contamination. The AKART report, required by the City’s NPDES permit and outlining recommended improvements, has not been approved by the Department of Ecology, so timing of the future improvements may change. The current plan was to construct the future improvements after the existing debt was retired to minimize the impact to customers. The financing plan also included building reserves to pay for a portion of the project cost to reduce future debt.
- The analysis also included replacement of the City’s trunk sewer line. The first part of the project would be a detailed video inspection of the pipeline to determine the condition and verify the length of pipe that needed to be replaced. For the Department of Ecology State Revolving Fund (SRF) funding application, cost estimates assumed pipe replacement may need to extend northward into the industrial section of town. Depending on the results of inspection, the actual replacement length may be shorter. However, the financial plan was based on the full replacement cost.
- Sewer revenues decreased by \$186,000 from 2015 to 2016, but were projected to increase by about \$390,000 from 2016 to 2017. Given this fluctuation in sewer revenues, the projections assume only half of this increase would continue in the future. Using this conservative revenue projection, and the need to fund anticipated capital improvements, staff recommended a 4% increase in sewer rates in 2018.
- Additional sewer rate increases would be needed in the future, but the timing and amount of the increase would depend on when capital improvements were completed, as well as the type of financing. Therefore, the City should continue to monitor sewer revenues and update the rate analysis as more information concerning capital improvements was available. Gradual adjustments to rates could then be made to pay for the proposed year 2020 treatment plant upgrades.

Discussion took place.

Following discussion, City Administrator Arteaga proposed the following utility rate increases for 2018:

- Water – 1% based on water rate analysis
- Sewer – 4% based on sewer rate analysis
- Garbage – 1% to account for tipping fee increase from Yakima County Solid Waste Department
- Irrigation – 1% to account for rate increase from Sunnyside Valley Irrigation District

2018 Expenditure Estimates

City Treasurer Cordray continued the presentation of the 2018 preliminary budget, as follows:

Graffiti Removal

2017 Budget \$4,815

2018 Estimate \$4,930

Notable Changes in 2018 – None

Code Enforcement

2017 Budget \$68,000
2018 Estimate \$71,940
Notable Changes in 2018 – None

Inspections & Permits

2017 Budget \$53,560
2018 Estimate \$54,870
Notable Changes in 2018 – None

Parks Maintenance

2017 Budget \$234,520
2018 Estimate \$240,360
Notable Changes in 2018 –

- Irrigation system for Dykstra Park (Phase 5) – \$5,000
- Playground surfacing (chips) – \$7,000
- Tree maintenance – \$8,000

Transfers Out and Ending Fund Balance

2017 Budget \$330,000
2018 Estimate \$50,000
Notable Changes in 2018 – \$50,000 transfer to the Street Fund

Streets

2017 Budget \$1,485,220
2018 Estimate \$1,930,540
Notable Changes in 2018 –

- Higgins Way tree removal – \$20,000
- Landscape rock (Wine Country Road) – \$5,000
- Sidewalk repairs – \$15,000
- Safe Routes to School (Elm Street & Fir Street) – \$312,500
- Arterial Preservation (West Fifth Street & Wine Country Road) – \$707,100

Transportation Benefit District

2017 Budget \$333,500
2018 Estimate \$394,870
Notable Changes in 2018 –

- Safe Routes to School (Elm Street & Fir Street) – \$58,000
- Arterial Preservation (West Fifth Street & Wine Country Road) – \$78,600

Cemetery

2017 Budget \$233,325
2018 Estimate \$244,885
Notable Changes in 2018 –

- Expansion of new area (road entrance, mapping and landscaping) – \$25,000

East Wine Country Plaza Debt Service – SIED Loan

2017 Budget \$58,700
2018 Estimate \$58,670
Notable Changes in 2018 – None

Euclid/Wine Country Road Improvements Debt Service – SIED Loan

2017 Budget \$23,300
2018 Estimate \$23,305
Notable Changes in 2018 – None

Capital Improvements

2017 Budget \$339,030
2018 Estimate \$105,415
Notable Changes in 2018 – The museum facility renovation did not include a new roof. This budget included \$30,000 to replace the roof at the new location. Also included in the budget was \$25,000 to replace old pool deck between bath house and deep end.

Water Pumping, Treatment & Delivery

2017 Budget \$1,764,520
2018 Estimate \$1,584,560
Notable Changes in 2018 –

- Water meters – \$10,000
- Reservoir inspection (3 MG) – \$15,000
- Willoughby property irrigation system – \$20,000
- Vision software (utility billing) – \$1,500

Sewer Collection

2017 Budget \$898,660
2018 Estimate \$868,560
Notable Changes in 2018 –

- East Concord sewer main relining – \$25,000
- 21" sewer transmission main repairs video – \$50,000

Sewer Treatment

2017 Budget \$1,384,800
2018 Estimate \$1,757,510
Notable Changes in 2018 –

- Large equipment replacement fund (metering stations, bio-solid presses and/or control panels) – \$250,000
- 19' Genie lift – \$15,000
- Bio-solid drying beds 100' x 200' – \$100,000

Water/Sewer Debt Service & Operating Transfers

2017 Budget \$
2018 Estimate \$
Notable Changes in 2018 – None

Irrigation

2017 Budget \$697,550

2018 Estimate \$694,365

Notable Changes in 2018 –

- Irrigation main line replacement (Zorada) – \$15,000
- Vision software (utility billing) – \$1,500

Solid Waste

2017 Budget \$1,540,820

2018 Estimate \$1,657,905

Notable Changes in 2018 –

- Garbage can replacement fund – \$10,000
- Vision software (utility billing) – \$1,500

Water/Sewer Bond Debt Service

2017 Budget \$589,100

2018 Estimate \$602,630

Notable Changes in 2018 – None

Equipment Rental

2017 Budget \$2,762,190

2018 Estimate \$2,870,515

Notable Changes in 2018 –

- Concrete mixer (Unit 355) – \$6,800
- 1984 1-ton Ford flatbed (Unit 335) – \$50,000
- 2005 Ford Explorer (Unit 396) – \$27,000
- 2007 Chevrolet pickups (Units 304, 305 and 306) – \$27,000 each (\$81,000 total)
- 2007 Peterbilt garbage truck (Unit 310) – \$335,000
- 2008 Ford Escape (Unit 311) – \$23,000
- 2008 John Deere Gator (Unit 316) – \$7,500
- 2008 Dodge Charger (Patrol Unit 211) – \$45,000

Fire Administration Services

2017 Budget \$162,390

2018 Estimate \$165,710

Notable Changes in 2018 – Salaries and associated line items were slightly increased to reflect changes made by the City Council in 2017.

Fire Suppression Services

2017 Budget \$529,270

2018 Estimate \$651,010

Notable Changes in 2018 –

- Salaries and associated line items were increased to reflect changes made by the City Council to Captain's wages and benefits in 2017.
- Addition of one full time Captain position to oversee all aspects of training for the department as well as other assigned duties.
- Increase in "Volunteer Compensation" to offset loss of funding from Yakima County Fire District #5. Volunteer Compensation costs were split between Fire Suppression (40%) and EMS (60%).

- Anticipated increase of \$1.23 per call dispatch fees as reflected in “Communications.” Dispatch fees were split between Fire Suppression (25%) and EMS (75%).
- Operating Rentals & Leases restored to full funding.
- Increase in “Public Utility Services” to reflect possible rate increases.
- Increase of \$52,000 to “Machinery & Equipment” for Self-Contained Breathing Apparatuses.
- Increase of \$50,000 for the City’s match for the USDA funding of the fire truck.
- Increase of \$35,500 for the yearly obligation on the fire truck loan from USDA.

Emergency Medical Services Fund

2017 Budget \$342,005

2018 Estimate \$341,560

Notable Changes in 2018 –

- Salaries and associated line items were adjusted to reflect changes made by the City Council in 2017 and the hiring of a new employee. In most line items this was a decrease in costs.
- Increase in “Volunteer Compensation” to offset loss of funding from Yakima County Fire District #5. Volunteer Compensation costs are split between Fire Suppression (40%) and EMS (60%).
- Anticipated increase of \$1.23 per call dispatch fees as reflected in “Communications.” Dispatch fees are split between Fire Suppression (25%) and EMS (75%).

3. ADJOURNMENT

The special meeting adjourned at 9:30 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

RESOLUTION NO. 2017-47

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE 2018 INTERLOCAL CORRECTIONS/
DETENTION AGREEMENT WITH YAKIMA COUNTY**

WHEREAS, the City of Grandview and Yakima County have previously entered into an Interlocal Corrections/Detention Agreement, and

WHEREAS, the Interlocal Agreement has or is about to expire, and

WHEREAS, the City of Grandview wishes to continue said Interlocal Agreement,

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 the 2018 Interlocal Corrections/Detention Agreement with Yakima County 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 November 14, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**2018 INTERLOCAL
CORRECTIONS/DETENTION AGREEMENT**

THIS INTERLOCAL CORRECTIONS/DETENTION AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and the **City of Grandview** (hereinafter the "City/Town").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for jail services that specifies the responsibilities of each party.

WHEREAS, the City, through its Police Department, or Mayor desires to continue to utilize the jail facilities maintained by the County for the detention of some City prisoners, and to reasonably compensate the County for the care and custody of said prisoners.

WHEREAS, the County, through its Department of Corrections, desires to continue to make its jail facilities available to the City for the detention of some City prisoners.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. **Purpose.** It is the purpose and intent of this Agreement that the County, through the Department of Corrections, and the City, through its Police Department, Manager or Mayor shall cooperate for the care and custody of male and female jail prisoners pursuant to the authority of Chapters 39.34, 70.48 and 39.34.180 of the Revised Code of Washington. This Agreement is intended to apply to those instances in which it is desirable that a person arrested for a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance, be held under the control and/or custody of the Yakima County Department of Corrections.
2. **Incarceration.** The County shall accept and incarcerate male and female prisoners of the City and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. The City shall accept and incarcerate male and female prisoners of the County and State and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. Yakima County Department of Corrections will not accept prisoners that are not deemed medically acceptable. Please see **Attachment B** to this agreement. In addition, an inmate may be refused for reasons other than medical concerns. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City/Town prisoner or to

return a City/Town prisoner. The County shall use reasonable judgment when invoking this section of the contract.

3. **Computation of Fees.** The Director of the Department of Corrections and the City Police Chief, or City Manager or Mayor shall meet by November of each year to estimate the fees for the following year. This fee will be established by determining the fixed and variable costs of the forthcoming budget along with the number of beds available and the estimated average prisoner days; provided, however, that this fee estimation shall not be considered a renewal of this Agreement.

4. **Charges and Other Services.**

4.1 Daily Rate for Incarceration. The City shall pay the County a daily rate for each day or partial day for each prisoner that is incarcerated in the Yakima County Jail for violation or alleged violation of a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance. The City shall not be obligated to pay for incarceration of prisoners charged with any offense initially filed by the prosecuting attorney as a felony offense or an attempt to commit a felony offense.

The daily rate for the duration of this Agreement will be per day, per inmate according to **Attachment A**. If for some reason, an agreement between the City/Town and County cannot be reached by January 1, 2018, but incarceration of prisoners is desired, the daily rate shall be applied retroactively to January 1, 2018, once the parties reach an agreement.

4.2 Pursuant to this Agreement and that prisoner is also held in custody at the same time by the County on the basis of State and/or local agency criminal charges, the daily incarceration rate, and all other fees, electronic monitoring charges, medical treatment fees, etc.) for the prisoner shall be fractionalized on an equal basis between the respective jurisdictions. "At the same time" as used in this paragraph shall not be interpreted to include time spent while waiting to serve a consecutive sentence for City charges. For example: if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the booking fee, daily incarceration rate charges, and applicable medical treatment charges shall be allocated to each jurisdiction on a 33 1/3% share of the total cost. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

4.3 Inmate Housing Computation. It is agreed the City and County will use **Attachment A** to compute prisoner housing fees.

4.4 Inmate Work Crews. Inmate work crews will be contracted through a separate agreement.

4.5 Access to County Computer System. The County shall permit the City continuous access to its computer database regarding all City prisoners detained by the County. This continuous access feature shall be accomplished through a computer link between a computer(s) designated by the City at the Police Station and appropriate computer(s) of the County.

5. Prisoner Delivery and Notification.

5.1 When it becomes necessary to incarcerate City prisoners in the County due to City's Detention Facility space limitations or for other reasons, the City shall deliver such prisoners to the County Jail. At the time of delivery, the City shall provide the warrant or court order detaining or committing the prisoner to the County. Said order shall specify the next court date or release date of the prisoner. The County shall accept any such prisoner; provided, however, that the County may not accept any prisoner who appears to be sick or injured until such prisoner has received proper medical attention and has been cleared for incarceration by an appropriate medical authority. The County Jail reserves the discretion to refuse to take prisoners for medical reasons or safety and security reasons within the facility.

5.2 In the event a City prisoner is held in custody by the County Jail pursuant to this Agreement, and that prisoner is also detained by the County on the basis of other State and/or other local agency charges, the City may at it's option and upon completion of his/her sentence for the other jurisdictional charges, pick up and deliver the prisoner to the City Detention Facility for the Completion of his/her jail sentence. It will be the City's responsibility to monitor and manage their prisoner population and to remove its prisoners from and or leave its prisoners in the County facility under this section as best meets its needs.

5.3 In the event a prisoner is received by the County pursuant to misdemeanor and/or gross misdemeanor charges filed by the City, the County shall immediately notify the City of the receipt of said prisoner.

5.4 When the City holds a prisoner in custody at the City's Detention Facility pursuant to charges from other jurisdictions, the City will notify the County of the transport need and detain the prisoner until the next transport date. The City will deliver the prisoner and the necessary documents to the County on the next transport date at a mutually agreed upon time.

6. Booking Procedure. Prisoners will be booked by Department of Corrections personnel according to the procedures and policies of the Department of Corrections by completing for each such prisoner an appropriate booking sheet with a copy to be provided to the arresting agency if requested. Prisoner's personal property will be held by the County and handled in the same manner as property of its own prisoners. Pursuant to RCW 70.48.130, and as part of the

booking procedure, the Department of Corrections shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which an inmate is entitled. The County shall provide this information to the City/Town upon request within forty-eight (48) hours of receipt of the request. Requests shall only be made between 8:00 a.m. and 5:00 p.m. on weekdays. Requests shall not be made on County holidays.

7. **Court Appearance.** The County shall be responsible for arranging and delivering City prisoners held pursuant to this Agreement for Yakima County Superior Court and District Court appearances. The County shall have sole discretion in determining when prisoners will be transported for Yakima County Superior Court and District Court appearances. Transport may be delayed on occasion if transporting a prisoner poses a safety and security risk to other prisoners in the Jail or Yakima County Department of Corrections staff. The City/Town shall be responsible for arranging and delivering City/Town prisoners held by the County pursuant to this Agreement for applicable Court appearances and then redelivering the prisoner to the appropriate detention facility if necessary.

8. **Bail.** The County shall deliver all bail to the appropriate court in a manner, which is agreeable to the receiving court.

9. **Hold Harmless.**

The County agrees to hold harmless, indemnify, and defend the City/Town, 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) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in County custody) which result from or arise out of the sole negligence of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties and obligations under this Agreement.

9.1 The City/Town agrees to hold harmless, indemnify, and defend the County, its selected 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) (also including but not limited to a claim of false arrest or detention) which result from or arise out of the sole negligence of the City/Town, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City/Town services, duties and obligations under this Agreement.

9.2 In the event that the officials, officers, agents, and/or employees of both the County and the City/Town 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 reasonable attorney's fees).

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

10. **Medical.**

The County shall provide and furnish for prisoners confined in its facility the minor medical care, attention and treatment, which is provided within the facility. The County shall immediately notify the City/Town's designee(s) via e-mail or fax if a City/Town's prisoner requires medical or dental treatment at a medical or health care facility, when that is possible. There may be times when immediate notification is not possible or practical, and the provisions of RCW 70.48.130 still apply. The City/Town shall promptly notify the County of any changes in its designee(s). The County shall be reimbursed for any of these medical costs pursuant to RCW 70.48.130. If any disputes arise concerning the City or Town's reimbursement of the County, RCW 70.48.130 controls. Prisoners who are assaulted or accidentally injure themselves while housed in any jail, the medical will be the responsibility of the jail housing them. If an inmate intentionally injures themselves or instigates an action where they are injured the cost goes to the agency for whom the inmate is held (**fractionalized as appropriate.**)

The County and City/Town shall bear the expense of any such medical care, which is directly caused by misfeasance, or malfeasance of the County or City, its officers or agents. "Immediate notification" shall mean notification as soon as reasonably possible before the inmate receives medical and/or dental treatment with the understanding that such may not be reasonably possible prior to emergency care.

In the event the County or City/Town, pursuant to this Agreement holds a prisoner in custody, and the County or City/Town on the basis of other State and/or other local agency criminal charges detains that prisoner, the costs of medical and/or dental treatment shall be fractionalized on an equal basis between the respective jurisdictions. **For example:** if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the total costs of medical and/or dental treatment (other than minor care) shall be allocated on a 33 1/3% share to each jurisdiction. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

11. **Uniform Alcoholism Treatment.** Neither party shall be responsible to the other for those individuals taken into protective custody by a party in accordance with RCW Chapter 70.96A Uniform Alcoholism and Intoxication Treatment.

12. **Jail Industries.** The County has a number of internal programs, which may be of benefit to the City/Town. These programs include Commissary, Meal Service, and Work Crews. In the event the City/Town wishes to utilize any of these

programs, the County and City/Town shall have the ability to negotiate cost for use.

13. **Implementation.** The Director of the Yakima County Department of Corrections and the City/Town's Designee shall be jointly responsible for implementation and proper administration of this Agreement. In addition, will refer problems of implementation to the governing bodies of the County and City/Town for resolution if necessary.
14. **Termination.** Termination of this Agreement by either party may be accomplished on ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners; provided, however, that either party may terminate the home detention program specified in Section 4.3.2(a) by providing the other party with thirty (30) days written notice of termination that states the grounds for said termination and specifying plans for accommodating the affected prisoners.
15. **Duration of Agreement.** The duration of this Agreement shall be from *January 1, 2018 through midnight December 31, 2018*, unless otherwise terminated in accordance with Section 14 of this Agreement.
16. **Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.
17. **Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national original, sex, sexual orientation, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et. Seq.). In the event of the violation of this provision, the other party may terminate this agreement immediately.
18. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Yakima County 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 Yakima County stated herein.
19. **Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement 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 Agreement.

20. **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.
21. **Integration.** This written document constitutes the entire Agreement between the City and Yakima County. There are no other oral or written Agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.
22. **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: Grandview Police Department
 Chief Kal Fuller
 207 West 2nd Street
 Grandview, WA 98930

TO COUNTY: Edmund Campbell, Director
 Yakima County Department of Corrections
 111 North Front Street
 Yakima, WA 98901

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

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.
24. **Arbitration.** In the event an inter-local correction/detention agreement for calendar year 2018 is desired by both parties but the parties cannot agree upon the terms of the agreement by March 31, 2018 the new agreement shall automatically be submitted to binding arbitration as provided herein. Specifically, the parties shall attempt to name a single arbitrator by April 15, 2018. In the event that the parties cannot agree on a single arbitrator by said time, each party shall appoint one arbitrator by April 30, 2018. The two appointed arbitrators shall then mutually agree on a third arbitrator to chair the arbitration panel. The arbitration panel shall thereafter decide the dispute by majority rule and render a written decision within fourteen (14) calendar days of the arbitration hearing.

25. **Approval and Filing.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

CITY OF GRANDVIEW

**BOARD OF YAKIMA COUNTY
COMMISSIONERS**

Mayor/City Manager

J. Rand Elliott, Chairman

Approved as to form this
____ day of _____

Ron Anderson, Commissioner

Michael D. Leita, Commissioner
*Constituting the Board of County Commissioners for Yakima
County, Washington*

Attest:

Tiera Girard
Clerk of the Board

Approved as to Form:

Stefanie Weigand,
Senior Deputy Prosecuting Attorney

Attachment A

YAKIMA COUNTY INTERLOCAL CORRECTIONS AGREEMENT - 2018

Local Detention/Correction Rates:

Daily Housing:

Based on the Monthly Average Daily Population (MADP) sliding scale:

In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale. This scale does not include those inmates with serious medical, mental health or behavioral conditions as determined by the County. Inmates whose mental health, behavioral or medical conditions require special housing or treatment will be housed at a rate of \$91.90. All other inmates will be housed based on the (MADP):

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$53.85
126-150	\$54.85
101-125	\$55.85
76-100	\$56.85
51-75	\$57.85
26-50	\$58.85
0-25	\$59.85

Billing Detail:

Fractionalized Billing per current practice.

Other special Agreement Conditions:

Yakima County has the below correctional option for additional services.

- Work Crews (City may contract through separate agreement)

ATTACHMENT B
MEDICAL ACCEPTABILITY

The County may, based on the following or other reasonable criteria, determine that proposed inmates are not acceptable for transport and/or housing:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Any injury or illness requiring immediate or emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power.
5. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
6. Signs of alcohol and/or drug withdrawal.
7. Bed bound individuals.
8. Individuals with attached IV or requiring IV medications.
9. Individuals requiring the use of oxygen tanks.
10. AMA (Against Medical Advice) from the hospital.
11. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
12. Post-operative persons who have follow up appointments within the next two weeks.
13. Wounds with drainage tubes attached.
14. Open and/or oozing bedsores.
15. Individuals requiring nebulizers who cannot obtain one.
16. Inmates who cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
17. Persons who are pregnant.
18. Persons undergoing chemotherapy and/or radiation treatment.
19. Persons undergoing dialysis.
20. Persons with the following untreated medical conditions:
 - a) Heart disease

- b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) HIV Positive or AIDS
21. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
 22. Persons taking Methadone, or Suboxone, a substitute for Methadone.
 23. Person, if prescribed, has not taken psychotropic medications for at least 72 hours.
 24. Persons requiring CPAP machines as prescribed must be transported with the machine.

RESOLUTION NO. 2017-48

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SUNNYSIDE AND THE CITY OF GRANDVIEW
FOR THE HOUSING OF INMATES**

WHEREAS, the City of Grandview and the City of Sunnyside have previously entered into an Interlocal Agreement for the housing of inmates, and

WHEREAS, the Interlocal Agreement has or is about to expire, and

WHEREAS, the City of Grandview wishes to continue said interlocal agreement,

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 an Interlocal Agreement between the City of Sunnyside and the City of Grandview for the housing of inmates 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 November 14, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND CITY OF GRANDVIEW, WASHINGTON, FOR THE HOUSING OF INMATES**

THIS INTERLOCAL AGREEMENT is made and entered into on this ____ day of _____ 2017 by and between CITY OF GRANDVIEW, Washington, hereinafter referred to as "CITY OF GRANDVIEW", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Sunnyside and CITY OF GRANDVIEW are authorized by law to have charge and custody of the Sunnyside City Jail and the CITY OF GRANDVIEW prisoners or inmates, respectively; and

WHEREAS, CITY OF GRANDVIEW wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. **GOVERNING LAW**

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. **DURATION**

This Agreement shall enter into full force and effect from January 1, 2018 and end December 31, 2018, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods under such terms and conditions as the parties may determine. Nothing in this Agreement shall be

Primary Contact Person: Scott Bailey, Support Services Commander
Secondary Contact: Andrew Gutierrez, Corrections Sergeant

To CITY OF GRANDVIEW: City of Grandview
207 West Second Street
Grandview, WA 98930

Primary Contact Person: Kal Fuller, Police Chief
Secondary Contact: Mike Hopp, Assistant Police Chief

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. DEFINITIONS

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. A twenty-four hour-long unit of time commencing at 00:00:01 a.m., and ending 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

(i) "Minimum" classification shall apply to those inmates who present a low risk to staff and the community.

(ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.

(iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION

(a) Rates. Sunnyside agrees to accept and house CITY OF GRANDVIEW inmates for compensation per inmate at the rate of **\$47.00** per day. The date of booking into the Sunnyside Jail of any CITY OF GRANDVIEW inmate shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24 hour period. The date of release from the Sunnyside Jail and/or returned to CITY OF GRANDVIEW, regardless of the time frame within a 24 hour day shall not constitute a charge by the City of Sunnyside against CITY OF GRANDVIEW.

(b) Billing and Payment. Sunnyside agrees to provide CITY OF GRANDVIEW with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by

the 10th of each month. CITY OF GRANDVIEW agrees to make payment to the City of Sunnyside within 30 days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation. Transportation of inmates to and from Yakima County District Court appearances as well as Lower Valley Transport for felonious arrests shall be conducted by the City of Sunnyside without additional costs. Transportation of inmates to the Sunnyside Jail for the purpose of booking, shall be the responsibility of the booking agency, with the exception of situations involving mass arrest which will be evaluated on a case by case basis.

7. RIGHT OF INSPECTION

CITY OF GRANDVIEW shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of CITY OF GRANDVIEW are confined in order to determine if such jail maintains standards of confinement acceptable to CITY OF GRANDVIEW and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE

Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS

Sunnyside shall establish and maintain an account for each inmate received from CITY OF GRANDVIEW and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to CITY OF GRANDVIEW for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either CITY OF GRANDVIEW or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of CITY OF GRANDVIEW; at such time CITY OF GRANDVIEW shall be accountable to the inmate for said funds.

10. INMATE PROPERTY

CITY OF GRANDVIEW may transfer to Sunnyside only agreed amounts of personal property of CITY OF GRANDVIEW inmates recovered from or surrendered by inmates to CITY OF GRANDVIEW upon booking.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Sunnyside to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make

available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to CITY OF GRANDVIEW inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES

(a) Inmates deemed CITY OF GRANDVIEW inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, CITY OF GRANDVIEW shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to CITY OF GRANDVIEW inmates. CITY OF GRANDVIEW shall be responsible for any and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefore.

(b) An adequate record of all such services shall be kept by Sunnyside for CITY OF GRANDVIEW's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to CITY OF GRANDVIEW as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, CITY OF GRANDVIEW agrees to compensate Sunnyside dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, CITY OF GRANDVIEW will be notified by contacting the duty supervisor at CITY OF GRANDVIEW prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

13. DISCIPLINE

Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of CITY OF GRANDVIEW. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS

(a) CITY OF GRANDVIEW shall forward to Sunnyside before or at the time of delivery of each inmate; a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the

parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, CITY OF GRANDVIEW shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL

An inmate of CITY OF GRANDVIEW legally confined in Sunnyside shall not be removed there from by any person without written authorization from CITY OF GRANDVIEW or by order of any court having jurisdiction. CITY OF GRANDVIEW hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside to remove CITY OF GRANDVIEW inmates from the Sunnyside Jail. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of Sunnyside. In the event of any such emergency removal, Sunnyside shall inform CITY OF GRANDVIEW of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES

In the event any CITY OF GRANDVIEW inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to CITY OF GRANDVIEW. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE

(a) In the event of the death of any CITY OF GRANDVIEW inmate, the Yakima County Coroner shall be notified. CITY OF GRANDVIEW shall receive copies of any records made at or in connection with such notification.

(b) Sunnyside shall immediately notify CITY OF GRANDVIEW of the death of an CITY OF GRANDVIEW inmate furnish information as requested and follow the instructions of CITY OF GRANDVIEW with regard to the disposition of the body. CITY OF GRANDVIEW hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released

except on written order of said appropriate official(s) of CITY OF GRANDVIEW. Written notice shall be provided within three weekdays of receipt by CITY OF GRANDVIEW of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by CITY OF GRANDVIEW. With CITY OF GRANDVIEW's consent, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by CITY OF GRANDVIEW. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

- (c) CITY OF GRANDVIEW shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKEING OF INMATES

Upon request from Sunnyside, CITY OF GRANDVIEW shall, at its expense, retake any CITY OF GRANDVIEW inmate within thirty-six (36) hours after receipt of such request. In the event the confinement of any CITY OF GRANDVIEW inmate is terminated for any reason, CITY OF GRANDVIEW shall, at its expense, retake such inmate at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION

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

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION

Sunnyside agrees to hold harmless, indemnify and defend CITY OF GRANDVIEW, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Sunnyside, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of CITY OF GRANDVIEW, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both CITY OF GRANDVIEW and Sunnyside 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 reasonable attorney's fees).

19.2 CITY OF GRANDVIEW – HOLD HARMLESS AND INDEMNIFICATION

CITY OF GRANDVIEW agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of CITY OF GRANDVIEW, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) CITY OF GRANDVIEW's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both CITY OF GRANDVIEW and Sunnyside 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 reasonable attorney's fees).

20. RIGHT OF REFUSAL AND TRANSPORTATION

(a) Sunnyside shall have the right to refuse to accept any inmate from CITY OF GRANDVIEW when, in the opinion of Sunnyside, its inmate census is at capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reach or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from CITY OF GRANDVIEW who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) CITY OF GRANDVIEW prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to CITY OF GRANDVIEW by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside three (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR

In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of CITY OF GRANDVIEW for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of CITY OF GRANDVIEW under any applicable law, rule or regulation.

22. GENERAL PROVISIONS

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not effect the remaining provisions.

(b) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Yakima County Superior Court.

(c) Attorney's Fees. In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms or this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the Court.

(d) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(e) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.

(f) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION

This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

24. ACCESS TO RECORDS CLAUSE

The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are

pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of three years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. ENTIRE AGREEMENT

This Agreement represents the entire integrated Agreement between CITY OF GRANDVIEW and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF SUNNYSIDE

By: _____
Don Day, City Manager

ATTEST:

Deborah Estrada, City Clerk

APPROVED AS TO FORM:

Kerr Law Group, PLLC,
Attorneys for the City of Sunnyside

CITY OF GRANDVIEW

By: _____
Mayor Norm Childress

ATTEST:

Anita Palacios, City Clerk

APPROVED AS TO FORM:

Quinn Plant, City Attorney



BOARD OF YAKIMA COUNTY COMMISSIONERS

Michael D. Leita
District 1

Ron Anderson
District 2

J. Rand Elliott
District 3

September 1, 2017

Anita Palacios
City of Grandview
207 W 2nd Street
Grandview WA 98930



Pursuant to legislation RCW 84.52.020, your Certification for the purpose of levying 2018 property taxes is to be filed with the Board of Yakima County Commissioners on or before November 30, 2017 or you will receive no funding from this source.

To meet this objective you need to complete the following:

- As a result of Referendum 47, in a public hearing or forum you will need to pass the following:
 - ALL TAXING DISTRICT-**
Will need to pass one resolution for the levy amount up to the full 101% (see sample #1).
 - TAXING DISTRICTS WITH OVER 10,000 POPULATION -**
Will need to pass a second resolution increasing the property tax levy to the Implicit Price Deflator (IPD) (see sample #2).
- Complete a Tax Levy Certification form (see sample #3). On November 28, 2017 the Board of Yakima County Commissioners will, by resolution certify the requested tax amounts to be levied upon property for each taxing district, per RCW 84.52.070.
- Include an estimate of your cash balance at the beginning and ending of your budget period, per RCW 84.52.025.

Please return each of the above items to me in the County Commissioners Office and a copy of the resolution(s) or ordinance(s) to the Yakima County Department of Assessment on or before **November 21, 2017**.

If you have any questions you may contact me at 574-1316 or by e-mail at forrest.smith@co.yakima.wa.us.

Thank you for your cooperation.

Sincerely,

Forrest A. Smith
Assistant Budget Director, Yakima County Commissioners

Cc: Jacob Tate, Department of Property Assessment

ORDINANCE NO. 2017-10

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
LEVYING THE 2018 AD VALOR PROPERTY TAXES AND EXCESS LEVY TAXES**

WHEREAS, the City Council has met and considered its budget for the calendar year 2018; and

WHEREAS, the City Council, in the course of considering the budget for 2018, has reviewed all sources of revenue and examined all anticipated expenses and obligations; and

WHEREAS, the City Council has determined that it is in the best interest of and necessary to meet the expenses and obligations of the City of Grandview and a substantial need exists for the property tax revenue to be increased in 2018;

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

Section 1. The regular levy request in the amount of \$1,533,600.00, which is a \$21,830.00 increase from 2017 levy amount and a 1.4% increase of that same 2017 levy amount, plus any amount allowed for new construction and increase in state assessed values.

Section 2. This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: 11/15/17
EFFECTIVE: 11/20/17



Tax Levy Request Certification

STATE OF WASHINGTON)
COUNTY OF YAKIMA)

I, Anita Palacios, City Clerk of the City of Grandview, do hereby certify that the City Council of said City and appearing in the minutes of a meeting held on the 14th day of November, 2017, requesting the Board of Commissioners of Yakima County to levy taxes as follows:

Regular levy request in the amount of \$1,533,600.00, which is a \$21,830.00 increase from the 2017 levy amount and a 1.4% increase of that same 2017 levy amount, plus any amount allowed for new construction and increase in state assessed values.

At this time, I also certify that the population of said City is approximately 11,010.

CITY OF GRANDVIEW

Anita G. Palacios, MMC
City Clerk

Dated: November 14, 2017