

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



COMMITTEE-OF-THE-WHOLE SPECIAL MEETING – 6:00 PM

PAGE

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
4. **NEW BUSINESS**
 - A. Resolution authorizing the Mayor to sign the 2018 Corrections/Detention Agreement with Yakima County 1-15
 - B. Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Sunnyside and the City of Grandview for housing of inmates 16-28
 - C. Ordinance levying the 2018 ad valorem property taxes and excess levy taxes 29-31
 - D. Resolution amending Chapter 7 of the Personnel Policy Manual relating to sick leave to comply with Initiative 1443 (paid sick leave) 32-45
 - E. Drinking Water State Revolving Fund (DWSRF) Funding Application 46
5. **OTHER BUSINESS**
6. **ADJOURNMENT**

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

ITEM TITLE Resolution authorizing the Mayor to sign the 2018 Corrections/Detention Agreement with Yakima County	AGENDA NO.: New Business 4 (A) AGENDA DATE: October 23, 2017
DEPARTMENT Police Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW	
Kal Fuller, Police Chief	
CITY ADMINISTRATOR	MAYOR

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

The City of Grandview and the Yakima County Department of Corrections enter into yearly contracts for inmate housing services. This contract is 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 will be temporarily held with Yakima County until they can be transported to another facility. Grandview is charged for this temporary housing.

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

The 2018 Interlocal Agreement with Yakima County is similar to last year's agreement. The only changes are an increase in per day rates (now \$59.85) and some prior non applicable language was stricken.

This agreement will continue to allow prisoners to be temporarily housed with Yakima County.

The 2018 Interlocal Agreement has been reviewed as to form by the City Attorney.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the 2018 Corrections/Detention Agreement with Yakima County to a regular Council meeting for consideration.



**YAKIMA COUNTY
DEPARTMENT OF CORRECTIONS**

111 North Front Street Yakima, Washington 98901 (509) 574-1700

September 15th, 2017.

Grandview Police Department
Chief Kal Fuller
207 West 2nd Street
Grandview, WA 98930

RE: 2018 Corrections/Detention Agreement

Greetings, Chief Fuller:

Enclosed you will find (2) original 2018 Corrections/Detention Agreements with the Yakima County Department of Corrections for inmate housing.

Next year's rates include a 4% increase, which is primarily due to an increase in our overall department services. We will see an annual increase of \$680,000 in Medical Services, \$125,000 for Mental Health services, as well as a 4% wage increase over the next two years (2018-2019). This will also allow Yakima County to align both the Local & Non-Local agreements with the same sliding rate scale. We have also removed the section regarding Home Detention because Yakima County is no longer providing this service.

Please have both signed agreements returned to the attention of Sandra Bess, Program Coordinator by November 30th, 2017. This will allow us sufficient time to have them signed by our Board of County Commissioners and returned to you before the end of the year. If you have any questions, please do not hesitate to contact me at 574-1758.

Looking forward to another successful year of working together!

Respectfully,

Ed W. Campbell, Director
EC:sb

C: Board of County Commissioners
City Notebook

RESOLUTION NO. 2017-___

**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 _____, 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 origin, sex, sexual orientation, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 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

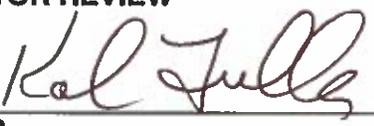
The County may, based on the following or other reasonable criteria, determine that proposed inmates are not acceptable for transport and/or housing:

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.

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

ITEM TITLE	AGENDA NO.: New Business 4 (B)
Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Sunnyside and City of Grandview for the housing of inmates	AGENDA DATE: October 23, 2017
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Police Department	

DEPARTMENT DIRECTOR REVIEW	
Kal Fuller, Police Chief 	
CITY ADMINISTRATOR	MAYOR
	

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

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

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

The 2018 Interlocal Agreement with City of Sunnyside is the same as previous year's agreements. The only change is a slight increase in per day rates from \$42.00 to \$47.00.

This agreement will allow for prisoners to be routinely housed in Sunnyside. Grandview jail will now be a temporary holding facility.

The 2018 Interlocal Agreement has been reviewed as to form by the City Attorney.

ACTION PROPOSED

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



Sunnyside Police Department

City of Sunnyside
401 Homer Street
Sunnyside, Washington 98944
Office: (509) 837-2120 Fax: (509) 837-5873
www.sunnyside-wa.gov

September 19, 2017

Kal Fuller, Chief of Police
City of Grandview
201 W 2nd Street
Grandview, WA 98930

Dear Chief Fuller,

Understanding that we are all entering budget season again, I am informing you of a rate change for Jail services at the Sunnyside Police Department. Beginning in January 2018 the daily bed rate for Jail Services at the Sunnyside Jail will increase to \$47.00 per day. This change in price will not affect any other services or transport issues, but is simply adjusting to increasing cost on our end and for added transport costs associated to District Court appearances.

In the event that your agency is interested in continued services with the Sunnyside Jail, I have included a new contract for the 2018 calendar year. Please review and let me know if there are any changes you or your agency may desire.

Thank you for your participation in the past and we all look forward to continued cooperation in the future.

Respectfully

A handwritten signature in black ink, appearing to read "S. Bailey".

Scott Bailey, Commander
Support Services Division

SB/sb
Attachment

Cc: Chief Escalera
File

RESOLUTION NO. 2017-_____

**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 _____, 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. RETAKE 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:

1. 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).
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.
3. 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-_____

**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

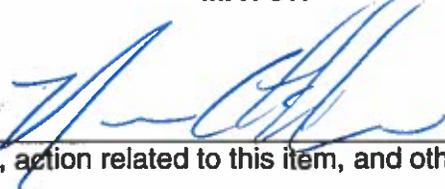
Dated: November 14, 2017

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

ITEM TITLE Resolution amending Chapter 7 of the Personnel Policy Manual relating to sick leave, to comply with Initiative 1443 (paid sick leave)	AGENDA NO.: New Business 4 (D) AGENDA DATE: October 23, 2017
DEPARTMENT City Attorney & Human Resources	FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A

DEPARTMENT DIRECTOR REVIEW

 Anita Palacios, City Clerk/HR 

CITY ADMINISTRATOR  **MAYOR** 

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

In November 2016, Washington's voters approved Initiative 1443. The initiative increased the minimum wage and mandates that employees in Washington are entitled to paid sick leave. The initiative delineates 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 are being developed and, when finalized, will be adopted at chapter 296-128 WAC. The requirements of Initiative 1443 go into effect on 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 are 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,

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

Attached is a copy of the City's current sick leave policy as amended, in track change format to illustrate the amendments being proposed. A copy of a resolution adopting these changes is also provided.

ACTION PROPOSED

Move a resolution amending Chapter 7 of the Grandview Personnel Policy Manual to a regular Council meeting for consideration.

Chapter 7 SICK LEAVE

7.01- Use of Sick Leave. ~~Sick leave may be requested in the case of personal sickness, disability or medical/dental treatment. Sick leave or other paid time off may also be used to care for (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent in law, or grandparent of the employee who has a serious health condition or an emergency condition. An employee may not take leave until it has been earned. The same requirements for using sick leave for an employee's own illness, disability, or medical treatment, described below, are applicable when an employee uses sick leave to care for a child or other relative listed above. An employee is authorized to use sick leave for the following reasons:~~

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventative medical care;
2. To provide care for a family member with a mental or physical illness, injury, or health conditions; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or
3. When an employee's place of business has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
4. For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

Definitions for the purpose of this Chapter are:

1. "ChildFamily member" means any of the following:

(a) A child, including a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing to whom the employee stands in loco parentis who, is: (a) Under eighteen years of age; a legal guardian, or (b) eighteen years is a de facto parent, regardless of age or older and incapable of self care because of a mental or physical disability; dependency status;

2. "Grandparent" means a parent of a parent of an employee;

3. "Parent" means a (b) A biological or, adoptive, de facto or foster parent, step-parent, or legal guardian of an employee or an individual the employee's spouse or registered domestic partner, or a person who stood in loco parentis to an employee when the employee was a minor child;

4. "Parent in law" means a parent of the spouse of an employee;

5 (c) A spouse;

(d) A registered domestic partner;

(e) A grandparent;

(f) A grandchild; or

(g) A sibling.

2. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider;

63. "Sick leave" means time allowed to an employee for ~~illness, disability, or medical/dental treatment, one of the uses outlined in this Section 7.01.~~ Other paid time off (i.e., vacation, compensatory time, and personal holidays) can be substituted for sick leave if the employee chooses; and

7. ~~"Spouse" means a husband or wife, as the case may be.~~

Chapter 11 - Family and Medical Leave Policy describes other conditions under which leave may be requested for the employee's own health condition or to care for a family member.

Request - An employee requesting sick leave must inform their immediate supervisor or Department Director no later than fifteen (15) minutes after (sooner if possible) the employee is scheduled to begin work if the leave is unplanned, and if possible, ten (10) days in advance if the leave is scheduled. Advance notice is essential in cases where replacement employees or rescheduling is necessary as a result of planned absences. The employee's immediate supervisor approves the sick leave on the timesheet and other applicable leave-requesting form that may be used in the department/City. Accrued sick leave must be used in increments of at least 15 minutes. ~~Sick leave with pay is not allowed unless the employee has met and complied with the provisions of this Personnel Policy.~~

Activities Incompatible with Sick Leave - Any employee who is absent after requesting sick leave or who is on leave as provided by this Chapter or Chapter 10 (Other Leaves of Absence) may not engage in work or other activities that are in conflict with the reasons given by the employee for being on sick leave. While on sick leave, an employee must not engage in any activity that would hamper their ability to return to work.

Abuse of Sick Leave - The abuse of sick leave privileges may result in disciplinary action against an employee.

Physician's Statement Verification - If the employee is absent three (3) or more days, the employee's immediate supervisor, Department Director, or the City Administrator may require verification that an employee's use of paid sick leave is for an authorized purpose. ~~The~~

employee must provide verification within a reasonable time period during or after the leave. A verification must be appropriate to the circumstances. However, an employee need not incur unreasonable burden or expense in order to comply with a verification request. A reasonable time period for an employee to verify that their use of paid sick leave is for an authorized purpose will generally be no longer than 14 days from the verification request. a written statement from the employee's attending physician that confirms the employee is/was unable to work during his/her absence due to illness, disability, or medical treatment. The statement must also give the doctor's opinion as to when the employee may return to work, and describe any restrictions on their ability to perform all of the duties required by their position upon their return. Such a statement may also be required from a second or alternate physician designated by the City Administrator at the City's expense. Management may require a physician's statement for absences of less than three days if the employee has been using an excessive amount of sick leave and/or management suspects abuse of sick leave privileges. Where an employee is absent three (3) or more days to care for a child or other relative, the employee may be required to provide a note from the relative's physician or other health care provider.

7.02 Eligibility. Regular full-time, regular part-time, ~~and trial service employees are,~~ temporary/seasonal employees and emergency employees are eligible to accrue and use sick leave. ~~Temporary and emergency employees are not eligible to accrue sick leave.~~

7.03 Accrual. Regular full-time employees accrue sick leave at the rate of eight (8) hours for each full calendar month of service beginning with the date of employment, up to a cap of 225 days of work. Regular part-time employees accrue sick leave in proportion to the number of hours worked per week. Temporary/seasonal employees and emergency employees shall accrue one hour of paid sick leave for every forty hours worked by the employee.

Sick leave accruals during months when an employee works less than the standard workweek are prorated based on the number of hours actually worked. Sick leave may be used after the first month of employment and is based on an employee's current balance of accumulated sick leave hours. New full-time employees or currently serving full-time employees who have served as volunteer firefighters or reserve police officers for the City of Grandview shall be granted one day sick leave for each year of past service as a volunteer firefighter or reserve police officer, prior to full-time employment with the City.

7.04 Accumulation and Sick Leave Benefit upon Death or Retirement. Regular full-time employees hired prior to January 1, 2007 shall receive fifty percent (50%) of their accrued sick leave, employees hired after January 1, 2007 shall receive twenty-five percent (25%) of their accrued sick leave, paid out in hours upon death or retirement from the City of Grandview provided they have a minimum of 360 hours in said bank (retirement as defined by DRS or ICMA-RC).

~~7.05~~ **7.05 Re-hiring of an Employee within Twelve Months.** When there is a separation of employment and the employee is rehired by the City within twelve months of separation, previously accrued unused paid sick leave will be reinstated and the previous period of employment will be counted for purposes of determining the employee's eligibility to use paid sick leave.

7.06 Sick Leave Usage. Sick leave may be used as approved by the employee's immediate supervisor, Department Director, or the City Administrator. Pay for approved sick leave is authorized until an employee's accumulated total of sick leave hours has been exhausted.

7.0607 Workers' Compensation and Disability Payments. All regular full-time employees will be covered by State Worker's Compensation or some program with equal or better benefits. Any employee who is eligible for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the City. Upon receipt of this compensation by the City, the employee shall be credited with sick leave on a pro-rata basis of the State Industrial benefit to the original amount of sick leave taken. Sick leave benefits shall be limited to that amount which the employee has accumulated.

7.0708 Medical and Disability Insurance. The regular full-time non-union employees of the City and their dependents shall be covered by medical, dental, vision, and orthodontia insurance. Employees shall be covered for group life insurance in the amount of \$25,000.00 per employee through an insurance coverage of a standard insurer, approved by the State of Washington and selected by the City Council with the advice and consent of the City employees. The City shall also provide dependent life insurance coverage for the non-union employee's spouse in the amount of \$2,000 and children in the amount of \$200 (birth to 180 days) or \$2,000 (180 days to age 23). Beginning January 1, 2016, the City shall cover ninety percent (90%) of the cost of medical insurance and one hundred percent (100%) of the cost of dental, vision and orthodontia insurance. In addition, the City shall annually pay \$700 into a Voluntary Employees' Beneficiary Association (VEBA) trust account for each full time non-union City employee. A non-union employee may through payroll deduction purchase additional group life insurance, including spouse and children, at the employee's expense. The City shall pay one hundred percent (100%) of any increase in premium cost of the above plans as necessary to maintain benefits at contract finalization levels without additional cost to the employee.

All regular part-time employees who otherwise qualify for coverage shall be covered for employee-only medical after the completion of their six (6) month probationary period. ~~Part-time employees may be disqualified and ineligible for coverage if they fail to maintain work hours of at least eighty five (85) hours per month for six (6) consecutive months. Regular part-time employees satisfying the eighty (80) compensable hours eligibility threshold for Washington Teamsters Welfare Trust in the previous month shall be eligible for medical insurance coverage contributions only.~~

~~7.0809 Dual Medical Insurance Incentive Program~~

~~Incentive Amount:~~

~~→The insurance premium (that would have been paid on the employee's behalf for the eligible dependents) will be split with the employee:~~

- ~~○ The City benefits from a 50% cost savings.~~
- ~~○ The employee receives the other 50% cost savings. This incentive is included in the _____ employee's paycheck. The incentive becomes taxable wages.~~
- ~~○ The incentive is capped at one spouse and two children.~~

~~Scope/Limitations:~~

~~→Voluntary program.~~

~~—Limited to employees who have insurance benefits through the City. Employees are required to remain on the insurance plan. Only spouses and dependents are eligible to be removed from the insurance program.~~

~~—Dual insurance benefit is limited to medical coverage only. Dental, vision, and life insurance will remain in effect for all eligible dependents per health insurance provider requirements for 100% participation.~~

~~—Prior to removing medical insurance for eligible dependents, employees are required to sign a waiver certifying that their dependents have other medical insurance. This waiver includes acknowledgement that proof of continuous, comprehensive medical coverage is required to re-enroll eligible dependents in a City plan.~~

~~—Eligible dependents are eligible to rejoin the City's medical insurance program during the open enrollment period in December of each year. The only exception would be if an eligible dependent loses their (non-City) medical coverage during the middle of the year. In this situation the dependent is eligible to rejoin the City's program on the 1st day of the month following loss of insurance.~~

~~—If in the future, employees become responsible for a portion of the medical premium the incentive amount will be determined to be 50% of the City's portion of the premium.~~

~~—This program will remain in effect until employee informs the City of a change or the dependent is no longer eligible for medical insurance, or the City modifies or cancels the program. The City retains the right to revoke, modify, or cancel the policy at any time and as it sees appropriate.~~

7.09 Compliance with Regulations

The policies and procedures set forth in this chapter shall be interpreted and applied in a manner consistent with chapter 296-128 of the Washington Administrative Code.

RESOLUTION NO. 2017-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING CHAPTER 7 OF THE GRANDVIEW PERSONNEL
POLICY MANUAL: SICK LEAVE, TO COMPLY WITH INITIATIVE 1443**

WHEREAS, Initiative 1443 was approved by the voters of Washington in November 2016 and made changes to Washington law governing the accrual and use of sick leave by public and private employees in Washington, and becomes effective on January 1, 2018; and

WHEREAS, the City deems it necessary and appropriate to amend Chapter 7 of the City of Grandview Personnel Policy Manual, pertaining to sick leave, so as to comply with the requirements Initiative 1443 and regulations implementing the requirements of Initiative 1443.

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

SECTION 1. Grandview Personnel Policy Manual Chapter 7, Sick Leave, which reads as follows:

7.01 Use of Sick Leave. Sick leave may be requested in the case of personal sickness, disability or medical/dental treatment. Sick leave or other paid time off may also be used to care for (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. An employee may not take leave until it has been earned. The same requirements for using sick leave for an employee's own illness, disability, or medical treatment, described below, are applicable when an employee uses sick leave to care for a child or other relative listed above.

Definitions for the purpose of this Chapter are:

1. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) Under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability;
2. "Grandparent" means a parent of a parent of an employee;
3. "Parent" means a biological or adoptive parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child;
4. "Parent-in-law" means a parent of the spouse of an employee;

5. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider;

6. "Sick leave" means time allowed to an employee for illness, disability, or medical/dental treatment. Other paid time off (i.e., vacation, compensatory time, and personal holidays) can be substituted for sick leave if the employee chooses; and

7. "Spouse" means a husband or wife, as the case may be.

Chapter 11 - Family and Medical Leave Policy describes other conditions under which leave may be requested for the employee's own health condition or to care for a family member.

Request - An employee requesting sick leave must inform their immediate supervisor or Department Director no later than fifteen (15) minutes after (sooner if possible) the employee is scheduled to begin work if the leave is unplanned, and if possible, ten (10) days in advance if the leave is scheduled. Advance notice is essential in cases where replacement employees or rescheduling is necessary as a result of planned absences. The employee's immediate supervisor approves the sick leave on the timesheet and other applicable leave-requesting form that may be used in the department/City. Accrued sick leave must be used in increments of at least 15 minutes. Sick leave with pay is not allowed unless the employee has met and complied with the provisions of this Personnel Policy.

Activities Incompatible with Sick Leave - Any employee who is absent after requesting sick leave or who is on leave as provided by this Chapter or Chapter 10 (Other Leaves of Absence) may not engage in work or other activities that are in conflict with the reasons given by the employee for being on sick leave. While on sick leave, an employee must not engage in any activity that would hamper their ability to return to work.

Abuse of Sick Leave - The abuse of sick leave privileges may result in disciplinary action against an employee.

Physician's Statement - If the employee is absent three (3) or more days, the employee's immediate supervisor, Department Director, or the City Administrator may require a written statement from the employee's attending physician that confirms the employee is/was unable to work during his/her absence due to illness, disability, or medical treatment. The statement must also give the doctor's opinion as to when the employee may return to work, and describe any restrictions on their ability to perform all of the duties required by their position upon their return. Such a statement may also be required from a second or alternate physician designated by the City Administrator at the City's expense. Management may require a physician's statement for absences of less than three days if the employee has been using an excessive amount of sick leave and/or management suspects abuse of sick leave privileges. Where an employee is absent three (3) or more days to care for a child or other relative, the employee may be required to provide a note from the relative's physician or other health care provider.

7.02 Eligibility. Regular full-time, regular part-time, and trial service employees are eligible to accrue and use sick leave. Temporary and emergency employees are not eligible to accrue sick leave.

7.03 Accrual. Regular full-time employees accrue sick leave at the rate of eight (8) hours for each full calendar month of service beginning with the date of employment, up to a cap of 225 days of work. Regular part-time employees accrue sick leave in proportion to the number of hours worked per week. Sick leave accruals during months when an employee works less than the standard workweek are prorated based on the number of hours actually worked. Sick leave may be used after the first month of employment and is based on an employee's current balance of accumulated sick leave hours. New full-time employees or currently serving full-time employees who have served as volunteer firefighters or reserve police officers for the City of Grandview shall be granted one day sick leave for each year of past service as a volunteer firefighter or reserve police officer, prior to full-time employment with the City.

7.04 Accumulation and Sick Leave Benefit upon Death or Retirement. Regular full-time employees hired prior to January 1, 2007 shall receive fifty percent (50%) of their accrued sick leave, employees hired after January 1, 2007 shall receive twenty-five percent (25%) of their accrued sick leave, paid out in hours upon death or retirement from the City of Grandview provided they have a minimum of 360 hours in said bank (retirement as defined by DRS or ICMA-RC).

7.05 Sick Leave Usage. Sick leave may be used as approved by the employee's immediate supervisor, Department Director, or the City Administrator. Pay for approved sick leave is authorized until an employee's accumulated total of sick leave hours has been exhausted.

7.06 Workers' Compensation and Disability Payments. All regular full-time employees will be covered by State Worker's Compensation or some program with equal or better benefits. Any employee who is eligible for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the City. Upon receipt of this compensation by the City, the employee shall be credited with sick leave on a pro-rata basis of the State Industrial benefit to the original amount of sick leave taken. Sick leave benefits shall be limited to that amount which the employee has accumulated.

7.07 Medical and Disability Insurance. The regular full-time non-union employees of the City and their dependents shall be covered by medical, dental, vision, and orthodontia insurance. Employees shall be covered for group life insurance in the amount of \$25,000.00 per employee through an insurance coverage of a standard insurer, approved by the State of Washington and selected by the City Council with the advice and consent of the City employees. The City shall also provide dependent life insurance coverage for the non-union employee's spouse in the amount of \$2,000 and children in the amount of \$200 (birth to 180 days) or \$2,000 (180 days to age 23). The cost of said coverage shall be at the expense of the City in 2014 and 2015. Beginning January 1, 2016, the City shall cover ninety percent (90%) of the cost of medical insurance and one hundred percent (100%) of the cost of dental, vision and orthodontia

insurance. On January 1, 2014, January 1, 2015 and January 1, 2016, the City shall pay \$700 into a Voluntary Employees' Beneficiary Association (VEBA) trust account for each full time City employee. A non-union employee may through payroll deduction purchase additional group life insurance, including spouse and children, at the employee's expense. The City shall pay one hundred percent (100%) of any increase in premium cost of the above plans as necessary to maintain benefits at contract finalization levels without additional cost to the employee.

All regular part-time employees who otherwise qualify for coverage shall be covered for employee-only medical after the completion of their six (6) month probationary period. Part-time employees may be disqualified and ineligible for coverage if they fail to maintain work hours of at least eighty-five (85) hours per month for six (6) consecutive months.

7.08 Dual Medical Insurance Incentive Program

Incentive Amount:

- The insurance premium (that would have been paid on the employee's behalf for the eligible dependents) will be split with the employee.
- The City benefits from a 50% cost savings.
- The employee receives the other 50% cost savings. This incentive is included in the employee's paycheck. The incentive becomes taxable wages.
- The incentive is capped at one spouse and two children.

Scope/Limitations:

- Voluntary program.
- Limited to employees who have insurance benefits through the City. Employees are required to remain on the insurance plan. Only spouses and dependents are eligible to be removed from the insurance program.
- Dual insurance benefit is limited to medical coverage only. Dental, vision, and life insurance will remain in effect for all eligible dependents per health insurance provider requirements for 100% participation.
- Prior to removing medical insurance for eligible dependents, employees are required to sign a waiver certifying that their dependents have other medical insurance. This waiver includes acknowledgement that proof of continuous, comprehensive medical coverage is required to re-enroll eligible dependents in a City plan.
- Eligible dependents are eligible to rejoin the City's medical insurance program during the open enrollment period in December of each year. The only exception would be if an eligible dependent loses their (non-City) medical coverage during the middle of the year. In this situation the dependent is eligible to rejoin the City's program on the 1st day of the month following loss of insurance.
- If in the future, employees become responsible for a portion of the medical premium the incentive amount will be determined to be 50% of the City's portion of the premium.
- This program will remain in effect until employee informs the City of a change or the dependent is no longer eligible for medical insurance, or the City modifies or cancels the program. The City retains the right to revoke, modify, or cancel the policy at any time and as it sees appropriate.

Is hereby amended to read:

7.01 Use of Sick Leave. An employee is authorized to use sick leave for the following reasons:

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventative medical care;
2. To provide care for a family member with a mental or physical illness, injury, or health conditions; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or
3. When an employee's place of business has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
4. For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

Definitions for the purpose of this Chapter are:

1. "Family member" means any of the following:

(a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

(b) A biological, adoptive, de facto or foster parent, step-parent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

(c) A spouse;

(d) A registered domestic partner;

(e) A grandparent;

(f) A grandchild; or

(g) A sibling.

2. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider;

3. "Sick leave" means time allowed to an employee for one of the uses outlined in this Section 7.01. Other paid time off (i.e., vacation, compensatory time, and personal holidays) can be substituted for sick leave if the employee chooses; and

Chapter 11 - Family and Medical Leave Policy describes other conditions under which leave may be requested for the employee's own health condition or to care for a family member.

Request - An employee requesting sick leave must inform their immediate supervisor or Department Director no later than fifteen (15) minutes after (sooner if possible) the employee is scheduled to begin work if the leave is unplanned, and if possible, ten (10) days in advance if the leave is scheduled. Advance notice is essential in cases where replacement employees or rescheduling is necessary as a result of planned absences. The employee's immediate supervisor approves the sick leave on the timesheet and other applicable leave-requesting form that may be used in the department/City. Accrued sick leave must be used in increments of at least 15 minutes.

Activities Incompatible with Sick Leave - Any employee who is absent after requesting sick leave or who is on leave as provided by this Chapter or Chapter 10 (Other Leaves of Absence) may not engage in work or other activities that are in conflict with the reasons given by the employee for being on sick leave. While on sick leave, an employee must not engage in any activity that would hamper their ability to return to work.

Abuse of Sick Leave - The abuse of sick leave privileges may result in disciplinary action against an employee.

Verification - If the employee is absent three (3) or more days, the employee's immediate supervisor, Department Director, or the City Administrator may require verification that an employee's use of paid sick leave is for an authorized purpose. The employee must provide verification within a reasonable time period during or after the leave. A verification must be appropriate to the circumstances. However, an employee need not incur unreasonable burden or expense in order to comply with a verification request. A reasonable time period for an employee to verify that their use of paid sick leave is for an authorized purpose will generally be no longer than 14 days from the verification request.

7.02 Eligibility. Regular full-time, regular part-time, trial service employees, temporary/seasonal employees and emergency employees are eligible to accrue and use sick leave.

7.03 Accrual. Regular full-time employees accrue sick leave at the rate of eight (8) hours for each full calendar month of service beginning with the date of employment, up to a cap of 225 days of work. Regular part-time employees accrue sick leave in proportion to the number of hours worked per week. Temporary/seasonal employees and emergency employees shall accrue one hour of paid sick leave for every forty hours worked by the employee.

Sick leave accruals during months when an employee works less than the standard workweek are prorated based on the number of hours actually worked. Sick leave may be used after the first month of employment and is based on an employee's current balance of accumulated sick leave hours. New full-time employees or currently serving full-time employees who have served as volunteer firefighters or reserve police officers for the City of Grandview shall be granted one day sick leave for each year of past service as a volunteer firefighter or reserve police officer, prior to full-time employment with the City.

7.04 Accumulation and Sick Leave Benefit upon Death or Retirement. Regular full-time employees hired prior to January 1, 2007 shall receive fifty percent (50%) of their accrued sick leave, employees hired after January 1, 2007 shall receive twenty-five percent (25%) of their accrued sick leave, paid out in hours upon death or retirement from the City of Grandview provided they have a minimum of 360 hours in said bank (retirement as defined by DRS or ICMA-RC).

7.05 Re-hiring of an Employee within Twelve Months. When there is a separation of employment and the employee is rehired by the City within twelve months of separation, previously accrued unused paid sick leave will be reinstated and the previous period of employment will be counted for purposes of determining the employee's eligibility to use paid sick leave.

7.06 Sick Leave Usage. Sick leave may be used as approved by the employee's immediate supervisor, Department Director, or the City Administrator. Pay for approved sick leave is authorized until an employee's accumulated total of sick leave hours has been exhausted.

7.07 Workers' Compensation and Disability Payments. All regular full-time employees will be covered by State Worker's Compensation or some program with equal or better benefits. Any employee who is eligible for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the City. Upon receipt of this compensation by the City, the employee shall be credited with sick leave on a pro-rata basis of the State Industrial benefit to the original amount of sick leave taken. Sick leave benefits shall be limited to that amount which the employee has accumulated.

7.08 Medical and Disability Insurance. The regular full-time non-union employees of the City and their dependents shall be covered by medical, dental, vision, and orthodontia insurance. Employees shall be covered for group life insurance in the amount of \$25,000.00 per employee through an insurance coverage of a standard insurer, approved by the State of Washington and selected by the City Council with the advice and consent of the City employees. The City shall also provide dependent life insurance coverage for the non-union employee's spouse in the amount of \$2,000 and children in the amount of \$200 (birth to 180 days) or \$2,000 (180 days to age 23). The cost of said coverage shall be at the expense of the City in 2014 and 2015. Beginning January 1, 2016, the City shall cover ninety percent (90%) of the cost of medical insurance and one hundred percent (100%) of the cost of dental, vision and orthodontia insurance. In addition, the City shall annually pay \$700 into a Voluntary Employees'

Beneficiary Association (VEBA) trust account for each full time non-union City employee. A non-union employee may through payroll deduction purchase additional group life insurance, including spouse and children, at the employee's expense. The City shall pay one hundred percent (100%) of any increase in premium cost of the above plans as necessary to maintain benefits at contract finalization levels without additional cost to the employee.

All regular part-time employees who otherwise qualify for coverage shall be covered for employee-only medical after the completion of their six (6) month probationary period. Regular part-time employees satisfying the eighty (80) compensable hours eligibility threshold for Washington Teamsters Welfare Trust in the previous month shall be eligible for medical insurance coverage contributions only.

7.09 Compliance with Regulations. The policies and procedures set forth in this chapter shall be interpreted and applied in a manner consistent with chapter 296-128 of the Washington Administrative Code.

SECTION 2. The amendments approved in this resolution shall become effective on January 1, 2018.

SECTION 3. Except as amended herein, all other provisions of the Grandview Personnel Policy Manual shall remain in effect and unchanged.

PASSED by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on _____, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Anita Palacios

From: Anita Palacios
Sent: Tuesday, October 17, 2017 2:20 PM
To: Anita Palacios
Subject: DWSRF Funding Application

From: Mike Battle [<mailto:mbattle@hlcivil.com>]
Sent: Monday, October 16, 2017 3:01 PM
To: Cus Arteaga <carteaga@grandview.wa.us>
Cc: Stephen Hazzard <shazzard@hlcivil.com>; Justin Bellamy <jbellamy@hlcivil.com>
Subject: DWSRF Funding Application

Cus-

The City's water system plan identifies Recommended Major Capital Improvements in 2019 as follows:

Cedar Street Water Main Upsizing	\$372,000
N. Elm Street Water Main Upsizing	\$256,000
W. 3 rd Street Water Main Upsizing	\$360,000
W. 4 th Street Water Main Upsizing	\$233,000
Glen Street Water Main Upsizing	<u>\$205,000</u>
Total	\$1,426,000

The funding identified for these improvements was DWSRF Loan/City, and these costs are included in the existing rate structure.

To construct these improvements in 2019, a DWSRF application should be made for the November 20, 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.

Please advise how you would like to proceed.

Michael T. Battle, PE
HLA Engineering & Land Surveying, Inc.
2803 River Road
Yakima, WA 98902
Phone: (509) 966-7000
Fax: (509) 965-3800