

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, JANUARY 9, 2018**



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

PAGE

| | | |
|--|--|----------|
| 1. CALL TO ORDER | | 1 |
| A. Oaths of Office: | | |
| • Council Position 1 – Joan E. Souders | | |
| • Council Position 2 – Javier (Harv) Rodriguez | | |
| • Council Position 3 – Gloria Mendoza | | |
| 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 enter into an Agreement for Professional Services with HLA Engineer and Land Surveying, Inc., for the Years 2018, 2019 and 2020 | | 2-16 |
| B. Resolution approving Task Order No. 2018-01 with HLA Engineering and Land Surveying, Inc., for the Elm Street and Fir Street Sidewalk Improvements | | 17-21 |
| C. Resolution authorizing the Mayor to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects | | 22-29 |
| D. Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the design phase of the East Wine Country Road Resurfacing | | 30-41 |
| E. 2018 City Board & Commission Appointments | | 42 |
| F. Resolution approving the Governance Agreement for the Yakima Valley Conference of Governments (YVCOG) – Larry Mattson, Executive Director w/YVCOG | | 43-69 |
| G. Resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center | | 70-77 |
| H. Hotel/Motel Taxes to Chamber of Commerce | | 78-79 |
| I. Resolution approving a Memorandum of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol Regarding Retirement Handgun Retention | | 80-83 |
| 5. OTHER BUSINESS | | |
| 6. ADJOURNMENT | | |



Yakima County Elections Division

Official Statement of Canvass

General Election – November 7, 2017

City of Grandview



| Council, Position 1 4 year term | votes received |
|------------------------------------|----------------|
| Joan E. Souders | 542 |

| Council, Position 3 4 year term | votes received |
|------------------------------------|----------------|
| Gloria Mendoza | 385 |
| Dina Ibarra | 206 |

| Council, Position 2 4 year term | votes received |
|------------------------------------|----------------|
| Javier (Harv) Rodriguez | 520 |

I, CHARLES R. ROSS, Auditor, Yakima County, State of Washington, hereby certify that this is a full, true and correct reporting of the votes cast at the General Election held on Tuesday, November 7, 2017, as taken from the certified Abstract of Votes.

WITNESS my hand and official seal this 28th day of November, 2017.

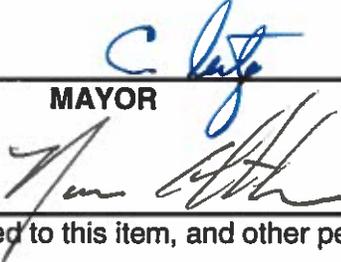
CHARLES R. ROSS, County Auditor and
Ex-officio Supervisor of Elections
Yakima County, Washington

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

| | |
|---|---|
| ITEM TITLE Resolution authorizing the Mayor to enter into an Agreement for Professional Services with HLA Engineering and Land Surveying, Inc., for the years 2018, 2019 and 2020 | AGENDA NO. New Business 4 (A) AGENDA DATE: January 9, 2018 |
| DEPARTMENT Public Works Department | FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A |

DEPARTMENT HEAD REVIEW

 Cus Arteaga, City Administrator/Public Works Director

| | |
|---|---|
| CITY ADMINISTRATOR  | MAYOR  |
|---|---|

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

At the December 12, 2017 Council meeting, HLA Engineering and Land Surveying, Inc., was selected as the most qualified municipal engineering firm based on the 20+ years of experience with the City of Grandview. Staff was directed to negotiate a three-year engineering services contract, in accordance with State Law, for Council consideration at the next meeting.

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

The attached Agreement for Professional Services was provided by HLA Engineering and Land Surveying, Inc. The contract is identical to that for the previous three years with the following exceptions:

- Exhibits A – Schedule of Rates 2018, 2019 and 2020. Across all billing categories, the rates increased an average of 3%. The rates are normal hourly billing rates and are the same rates for all cities and counties they work for. Increased hourly rates were necessary to accommodate increased B&O taxes, health insurance, etc.

ACTION PROPOSED

Move a resolution authorizing the Mayor to enter into an Agreement for Professional Services with HLA Engineering and Land Surveying, Inc., for the years 2018, 2019 and 2020 to the regular Council meeting for consideration.

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR
PROFESSIONAL SERVICES WITH HLA ENGINEERING AND LAND
SURVEYING, INC., FOR THE YEARS 2018, 2019 AND 2020**

WHEREAS, HLA Engineering and Land Surveying, Inc., has been selected by the City Council to provide professional engineering and surveying services during calendar years 2018, 2019 and 2020; and,

WHEREAS, an Agreement for Professional Services has been prepared setting forth the services, duties and responsibilities of the engineering firm,

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

The Mayor is hereby authorized to sign an Agreement for Professional Services for calendar years 2018, 2019 and 2020 with HLA Engineering and Land Surveying, Inc., in the form as is attached hereto and incorporated herein by reference, and for the schedule of hourly rates shown as Exhibit A thereon.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this _____ day of January 2018, by the CITY OF GRANDVIEW, 207 West 2nd Street, Grandview, WA 98930, hereinafter called the CITY, and HLA ENGINEERING AND LAND SURVEYING, INC., 2803 River Road, Yakima, WA 98902, hereinafter called the CONSULTANT;

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1. **ENGAGEMENT OF CONSULTANT:** The CITY, acting pursuant to its vested authority and in accordance with the City Council's approval on _____, 2018, does hereby hire the CONSULTANT and the CONSULTANT agrees to perform professional engineering, surveying, and management services as requested by the CITY. Mayor Norm Childress, or designated representative, will act as the liaison for the CITY and Mr. Michael T. Battle, PE, will act as liaison for the CONSULTANT for administration of this Agreement. This Agreement for Professional services can only be amended or revised by the written agreement of both parties.

The relationship of the CONSULTANT to the CITY shall be that of an independent CONSULTANT rendering professional services. The CONSULTANT shall have no authority to execute contracts or to make commitments on behalf of the CITY and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the CITY and the CONSULTANT.

2. **CHARACTER AND EXTENT OF SERVICES:** The CONSULTANT shall perform certain professional engineering, surveying, planning, and management services as requested during the calendar years of 2018, 2019, and 2020. Such services may include the following types of work:
 - a. General municipal engineering and planning tasks for street, storm drain, water, sanitary sewer, parks, and garbage including, but not limited to, development of studies, plans and reports; analysis of utility rates and infrastructure funds; design, plans and specifications and contract documents; and assistance with grant and loan funding applications and prospectuses.
 - b. Preparation of a Water System Plan, General Sewer Plan, Stormwater Management Program, and Capital Facilities Plan.
 - c. Design, plans, specifications, and services during construction for wastewater treatment and conveyance system improvements.
 - d. Design, plans, specifications, and services during construction for domestic water improvements.
 - e. Design, plans, specifications, and services during construction for street improvements.
 - f. Design, plans, specifications, and services during construction for storm drainage improvements.
 - g. Design, plans, specifications, and services during construction for irrigation system improvements.

- h. Surveying tasks for right-of-way, easements, property boundaries, and subdivision of property.
- i. Project cost estimates (opinions of cost), reports, and applications for funding.
- j. Miscellaneous engineering and surveying tasks as requested.
- k. Municipal planning services.
- l. Architectural services for City facilities via subconsultant(s).

3. **TASK ORDERS/SPECIFIC HOURLY RATE BASIS:** Prior to commencement of any service to be performed through a task order, the CITY and CONSULTANT shall mutually agree upon and execute a task order for the specified service utilizing the general form of task order attached hereto as Exhibit "B" and by this reference incorporated herein. The task order shall describe the services to be provided, the time for performance of the service, the fee provisions for the services, and any provisions additional to this agreement. Execution by the CITY and CONSULTANT of subsequent task orders shall incorporate such subsequent task orders into this agreement.

Services to be performed on a specific hourly rate basis shall not require a task order, but shall only be performed upon authorization from the Mayor, City Administrator, or designated representative.

4. **ITEMS TO BE FURNISHED AND RESPONSIBILITY OF CITY:** The CITY will provide or perform the following:

- a. Provide full information as to CITY requirements of the Project.
- b. Assist the CONSULTANT by placing at his disposal all available information pertinent to the site of the Project including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the Project.
- c. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
- d. Advertise for hearings and proposals for bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.
- e. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.
- f. Pay the costs of publishing environmental review documents and bid advertisements.

5. **COMPLETION TIMES:** The services called for under the various phases of Section 2 of this Agreement shall be completed as follows:

Services required for these tasks shall be completed within the times mutually determined by the CITY and the CONSULTANT.

6. **PROFESSIONAL FEES:** For the services furnished by the CONSULTANT as described under Section 2 of this Agreement, the CITY agrees to pay the CONSULTANT the fees as set forth herein:

According to Exhibit A - Schedule of Hourly Rates on a time spent basis plus reimbursement for direct non-salary expenses such as laboratory testing, reproduction expenses, out-of-town travel costs, long distance telephone calls, and outside consultants. Outside subconsultant's billings shall be marked up by a factor of 1.10 times the subconsultant billing.

7. **PAYMENT:** Monthly payments, payable according to Section 8 of this Agreement, based on the documented amount due.
8. **CITY PAYMENT SCHEDULE:** The CITY will process for payment all statements received by the 10th day of each month for work done from the 1st day of the prior month. All statements not paid within 30 days of the date of billing shall be subject to service charges of one and one-quarter percent (1.25%) per month.
9. **FACILITIES TO BE FURNISHED BY THE CONSULTANT:** The CONSULTANT shall furnish and maintain a central office, drafting space, and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established consulting engineering and surveying practice.
10. **TERMINATION:** The CITY or CONSULTANT may terminate this Agreement by giving thirty (30) days written notice to the other party. In such event, the CITY shall forthwith pay the CONSULTANT in full for all work previously authorized and performed prior to notice of termination. In the event of termination, the CONSULTANT agrees to cooperate reasonably with any consulting engineer thereafter retained by the CITY in making available information developed as the result of work previously performed by the CONSULTANT. If no notice of termination is given, relationships and obligations created by this Agreement, unless otherwise expressly provided, shall be terminated upon completion of all applicable requirements of the Agreement.
11. **ARBITRATION:** All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based upon such claim, dispute, or other matter in question would be barred by applicable statute of limitations.

The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction.

In the event of a claim, jurisdiction and venue shall be in Yakima County, Washington.

12. **INDEMNIFICATION:** The CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, arising from injury or death to persons or damage to property occasioned by the negligent act, omission, or failure of the CONSULTANT, its officers, agents and employees, in performing the work required by this Agreement.

The CONSULTANT shall secure and maintain in force throughout the duration of this Agreement, comprehensive general liability insurance written on an occurrence basis with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury, \$1,000,000 per occurrence/aggregate for property damage and \$1,000,000 professional liability insurance.

In the event the CITY requires contractors or subcontractors working on CITY projects to acquire and provide proof of insurance covering public liability, death, and property damage naming the CITY as an insured, the CITY shall require said contractors or subcontractors to name the CONSULTANT as an additional insured.

13. **ASSIGNMENT:** The CONSULTANT shall not assign this Agreement, or any of the work or services covered by this Agreement, without the express written consent of the CITY.
14. **STANDARD FOR PERFORMANCE:** The CONSULTANT shall perform its services in accordance with generally accepted engineering and consultant standards and shall be responsible for the professional and technical soundness and accuracy of all work and services furnished pursuant to this Agreement.
15. **OPINIONS OF COST:** The CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, and its opinions of probable project or construction costs (Engineer's Estimates) are to be made on the basis of its experience and qualifications and represents its judgment as an experienced and qualified Professional Engineer, familiar with the construction industry. However, the CONSULTANT cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from the opinions of probable costs prepared by it.
16. **CONSTRUCTION AND SAFETY:** The CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incidental to work of contractors. It is the intent that the construction contractors will be held responsible for means and methods of construction and all safety issues.
17. **SUBMITTAL REVIEW:** Review of proposed contractor substitutions of materials and equipment by CONSULTANT is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements.
18. **OWNERSHIP AND REUSE OF DOCUMENTS:** The originals of all documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement shall remain the property of the CONSULTANT and are instruments of service in respect of the Project. The CONSULTANT shall provide the CITY with reproducible copies of all documents, drawings, specifications, and other work products that shall be the property of the CITY. Such documents, drawings, and specifications are not intended nor represented by the CONSULTANT to be suitable for reuse by the

CITY or others on extensions of the services provided for the intended project or on any other project. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the CONSULTANT, and the CITY shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The above provisions also apply to electronic media files. The CONSULTANT shall provide the CITY with "ASCII" and/or "AutoCAD drawing (dwg)" files of work performed for and paid for by the CITY at the request of the CITY, with the following provisions:

- a. The documents are protected by the rules and regulations of U.S. Copyright Laws.
 - b. The use or reuse of original or altered electronic files by the CITY or others the CITY has released these files to will be at the CITY's own risk and liability.
 - c. The CONSULTANT shall be indemnified and held harmless by the CITY to the fullest extent of the law from any and all claims, suit, liability, demands, or costs arising out of the information contained on the files.
 - d. The CONSULTANT cannot guarantee the accuracy of the electronic information and, therefore, disclaims any and all responsibility for any results obtained as a result of their use.
19. **CITY-PROVIDED INFORMATION:** The CONSULTANT is entitled to rely on all information furnished or to be furnished by the CITY. The CITY agrees to defend and indemnify CONSULTANT, its officers, agents, and employees from any and all claims of any kind arising out of or relating to any claims caused by an error or omissions in information provided by the CITY which were the cause of the claim for damages and provided, further, that the CONSULTANT's reliance on such information was reasonable under the circumstances.
20. **THIRD-PARTY BENEFICIARIES:** It is recognized that the services performed by CONSULTANT are for the benefit of the CITY and no other party. There are no third-party beneficiaries to this Agreement.
21. **EXECUTIVE ORDER 11246 CLAUSE**
- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this nondiscrimination clause.
 - b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants

will receive consideration for employment without regard to race, creed, color, sex, or national origin.

- c. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies and raw materials.
 - d. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the CITY, and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the CONSULTANT's noncompliance with the noncompliance provision clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 25, 1965, or as otherwise provided by law.
 - g. The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.
22. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 CLAUSE:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This shall include compliance with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964.
23. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED:** No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

24. **AGE DISCRIMINATION ACT OF 1975, AS AMENDED:** No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et seq.)
25. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:** No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)
26. **PUBLIC LAW 101-336, AMERICANS WITH DISABILITIES ACT OF 1990:** Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.
27. **THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968, SECTION 3, COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES CLAUSE:**
- a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development (Department, or HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area; and contracts for work in connection with the PROJECT be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the PROJECT.
 - b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
 - c. The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d. The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the PROJECT and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the PROJECT, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

28. **CONFLICT OF INTEREST PROVISION:** The CONSULTANT covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict any manner or degree with the performance of his/her services hereunder. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interests shall be employed.

29. **ACCESS TO RECORDS CLAUSE:** The CITY, the Washington State Department of Commerce (COMMERCE), and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the Agreement for the purposes of making audits, examination, excerpt, and transcriptions.

The CONSULTANT agrees to maintain such records and follow such procedures as may be required under the State's Community Development Block Grant (CDBG) Program and any such procedures as the CITY or COMMERCE may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the CONSULTANT for a period of six (6) years after the completion of the CITY's project, unless a longer period is required to resolve audit findings or litigation. In such cases, the CITY shall request a longer period for record retention.

30. **INTEREST OF MEMBERS OF A CITY:** No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the CONSULTANT shall take appropriate steps to assure compliance.

31. **INTEREST OF OTHER PUBLIC OFFICIALS:** No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT shall take appropriate steps to assure compliance.

32. **INTEREST OF CONSULTANT AND EMPLOYEES:** The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further

covenants that in the performance of this Agreement, no person having such interest shall be employed.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF GRANDVIEW

Norm Childress, Mayor

ATTEST:

Anita Palacios, City Clerk

(SEAL)

HLA ENGINEERING AND LAND SURVEYING, INC.



Michael T. Battle, PE, President

EXHIBIT "A"
SCHEDULE OF RATES
FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2018, through December 31, 2018

| | |
|-------------------------------------|-------------------|
| Senior Principal Engineer | \$202.00 per hour |
| Licensed Principal Land Surveyor | \$197.00 per hour |
| Licensed Principal Engineer | \$181.00 per hour |
| Licensed Professional Engineer | \$165.00 per hour |
| Other Licensed Professional | \$165.00 per hour |
| Licensed Professional Land Surveyor | \$150.00 per hour |
| Project Engineer | \$136.00 per hour |
| Senior Planner | \$124.00 per hour |
| Contract Administrator | \$124.00 per hour |
| CAD Technician | \$119.00 per hour |
| Resident Engineer/Inspector | \$112.00 per hour |
| Senior Engineering Technician | \$112.00 per hour |
| Surveyor | \$112.00 per hour |
| Surveyor on Two Man Crew | \$107.00 per hour |
| Surveyor on Three Man Crew | \$95.00 per hour |
| Engineering Technician | \$79.00 per hour |
| Word Processing Technician | \$79.00 per hour |
| Vehicle Mileage | Federal Rate |

EXHIBIT "A"
SCHEDULE OF RATES
FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2019, through December 31, 2019

| | |
|-------------------------------------|-------------------|
| Senior Principal Engineer | \$208.00 per hour |
| Licensed Principal Land Surveyor | \$201.00 per hour |
| Licensed Principal Engineer | \$187.00 per hour |
| Licensed Professional Engineer | \$170.00 per hour |
| Other Licensed Professional | \$170.00 per hour |
| Licensed Professional Land Surveyor | \$155.00 per hour |
| Project Engineer | \$140.00 per hour |
| Senior Planner | \$128.00 per hour |
| Contract Administrator | \$128.00 per hour |
| CAD Technician | \$123.00 per hour |
| Resident Engineer/Inspector | \$116.00 per hour |
| Senior Engineering Technician | \$116.00 per hour |
| Surveyor | \$116.00 per hour |
| Surveyor on Two Man Crew | \$110.00 per hour |
| Surveyor on Three Man Crew | \$98.00 per hour |
| Engineering Technician | \$81.00 per hour |
| Word Processing Technician | \$81.00 per hour |
| Vehicle Mileage | Federal Rate |

EXHIBIT "A"
SCHEDULE OF RATES
FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2020, through December 31, 2020

| | |
|-------------------------------------|-------------------|
| Senior Principal Engineer | \$215.00 per hour |
| Licensed Principal Land Surveyor | \$207.00 per hour |
| Licensed Principal Engineer | \$193.00 per hour |
| Licensed Professional Engineer | \$175.00 per hour |
| Other Licensed Professional | \$175.00 per hour |
| Licensed Professional Land Surveyor | \$160.00 per hour |
| Project Engineer | \$145.00 per hour |
| Senior Planner | \$132.00 per hour |
| Contract Administrator | \$132.00 per hour |
| CAD Technician | \$127.00 per hour |
| Resident Engineer/Inspector | \$119.00 per hour |
| Senior Engineering Technician | \$119.00 per hour |
| Surveyor | \$119.00 per hour |
| Surveyor on Two Man Crew | \$113.00 per hour |
| Surveyor on Three Man Crew | \$101.00 per hour |
| Engineering Technician | \$84.00 per hour |
| Word Processing Technician | \$84.00 per hour |
| Vehicle Mileage | Federal Rate |

EXHIBIT "B"

TASK ORDER NO. _____

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC.

Project Description:

Scope of Services:

Time of Performance:

Fee for Services:

Proposed:

HLA ENGINEERING AND LAND SURVEYING, INC.
Michael T. Battle, PE, President

Date

Approved:

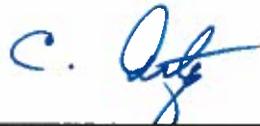
CITY OF GRANDVIEW
Norm Childress, Mayor

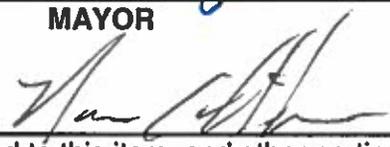
Date

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

| | |
|---|--|
| ITEM TITLE Resolution approving Task Order No. 2018-01 with HLA Engineering and Land Surveying, Inc., for the Elm Street and Fir Street Sidewalk Improvements | AGENDA NO.: New Business 4 (B) AGENDA DATE: January 9, 2018 |
| DEPARTMENT Public Works Department | FUNDING CERTIFICATION (City Treasurer) (If applicable) |

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director 

| | |
|---|--|
| CITY ADMINISTRATOR | MAYOR |
|  |  |

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

The City received funding from the Washington State Department of Transportation (WSDOT) Safe Routes to School program for sidewalk and safety improvements in the form of a \$354,900 grant with \$68,500 City contribution. Funding is for the Elm Street and Fir Street Sidewalk Improvements necessary to improve safe routes to the Smith Elementary School and Grandview Adventist Junior Academy.

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.

WSDOT obligated design engineering funding on November 29, 2017 and engineering design work may begin immediately following Task Order approval. Construction is anticipated to occur in 2018.

Attached was Task Order No. 2018-01 with HLA Engineering and Land Surveying, Inc., for the Elm Street and Fir Street Sidewalk Improvements in the amount of \$101,320 for design engineering services, environmental services, and engineering services during construction.

ACTION PROPOSED

Move a resolution approving Task Order No. 2018-01 with HLA Engineering and Land Surveying, Inc., for the Elm Street and Fir Street Sidewalk Improvements to a regular Council meeting for consideration.

RESOLUTION NO. 2018-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2018-01 WITH HLA ENGINEERING AND
LAND SURVEYING, INC., FOR THE ELM STREET AND FIR STREET
SIDEWALK IMPROVEMENTS**

WHEREAS, the City of Grandview has entered into a General Services Agreement with Huibregtse, Louman Associates, Inc., (HLA) for work pursuant to task orders; and,

WHEREAS, the City would like enter into a Task Order with HLA for the Elm Street and Fir Street Sidewalk Improvements,

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

The Mayor is hereby authorized to sign Task Order No. 2018-01 in the amount of \$101,320.00 with HLA Engineering and Land Surveying, Inc., for the Elm Street and Fir Street Sidewalk Improvements 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 _____, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2018-01

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Elm Street and Fir Street Sidewalk Improvements

HLA Project No. 17141E

The City of Grandview (CITY) has received funding from the Washington State Department of Transportation Safe Routes to School program for sidewalk and safety improvements in the form of a \$354,900 grant with \$68,500 City contribution. Funding is for the Elm Street and Fir Street Sidewalk Improvements necessary to improve safe routes to the Smith Elementary School and Grandview Adventist Junior Academy.

WSDOT obligated design engineering funding on November 29, 2017, therefore Engineering design work may begin immediately following Task Order approval. Construction is anticipated to occur in 2018.

SCOPE OF SERVICES:

HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and estimate) to consist of constructing curb and gutter, sidewalks, crosswalk and speed feedback signs, and storm drainage improvements. Services will also include environmental process, advertising and bidding services, recommendation of contract award to the lowest responsible bidder, and engineering services during construction.

HLA shall provide the following services:

Engineering Design Services

1. Call for utility locates prior to survey and perform topographic survey of the project area.
2. Prepare site topographic survey in AutoCAD format showing field located improvements and utilities.
3. Attend one (1) design meeting with the CITY to obtain input regarding existing and proposed improvements.
4. Determine preliminary stormwater flows and quantities from the new road surface. Consider stormwater treatment and disposal options to meet local CITY requirements. Anticipated stormwater practices include a water quality treatment device and a subsurface infiltration system.
5. Prepare complete plan set including plan sheets with construction notes and plan details.
6. Prepare final construction cost estimate.
7. Prepare final project specifications.
8. Submit final documents to the CITY for review and approval.
9. Transmit plans to dry utility companies including power, cable, natural gas, and telephone to advise them of pending construction.

10. Incorporate CITY review comments, and provide final construction documents for bidding approval.
11. Prepare advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees to be paid by the CITY.
12. Provide contract documents to potential bidders, as requested, and maintain plan holders list.
13. Prepare up to two (2) addenda to contract documents.
14. Answer questions during bidding from prospective bidders.
15. Attend project bid opening, check and tabulate bids, and make recommendation of award to lowest responsible bidder.

Environmental Services

1. Assist with coordination of the project EO 05-05 Process. The 05-05 may include correspondence initiation, Cultural Resource Report to be completed by a subconsultant, and additional correspondence for Cultural Resource Report approval.
2. Assist with preparation of the project SEPA Checklist for action by the CITY. All fees to be paid by the CITY.

Engineering Services During Construction

1. Following award of the Contract by the CITY, prepare Notice of Award to the Contractor.
2. Assist in reviewing bond and insurance, and prepare contracts.
3. Coordinate and conduct preconstruction conference, followed by issuance of Notice to Proceed.
4. Furnish the field survey crew necessary to set horizontal and vertical control for the improvements authorized for construction.
5. Provide staking for construction including structures, curb and gutter, sidewalk and subgrade elevations.
6. Provide submittal review for project materials as provided by the Contractor per the project specifications.
7. Attend construction meetings associated with civil improvements, anticipated once per week during the duration of the improvements.
8. Furnish a qualified resident engineer who shall make construction observations and be on the job at all times significant work is in progress, whose sole duty shall be to provide surveillance of project construction for substantial compliance with plans and specifications.
9. Prepare construction progress reports for the days during which a resident engineer is present.
10. Recommend progress payments for the Contractor to the CITY.
11. Prepare and submit proposed contract change orders when applicable.
12. Conduct final inspection and prepare list of items to be corrected, and provide to the CITY.
13. Prepare record drawings of civil-related improvements based on the Contractor's as-built plans.

Additional Services

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

Items to be Furnished and Responsibility of CITY

- 1. Provide full information as to CITY requirements of the PROJECT.
- 2. Pay for project advertising, notices or other publication as may be required by the funding source.
- 3. Assist HLA by placing at their disposal all available information pertinent to the site of the PROJECT including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- 4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of HLA.

TIME OF PERFORMANCE:

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

- 1. Completion of plans, specifications, opinion of cost, and bidding services within ninety (90) working days following authorization to proceed.
- 2. Environmental Services within one hundred and twenty (120) working days following authorization to proceed.
- 3. It is estimated construction of improvements will be completed within twenty-five (25) working days following award of the contract and notice to proceed.
- 4. Time for completion of work directed by the CITY under Additional Services shall be negotiated and mutually agreed upon at the time of service request by the CITY.

FEE FOR SERVICE:

All work for Design Engineering Services shall be performed for the Lump Sum fee of \$48,160.00.

Environmental Services shall be completed on an hourly basis, at normal hourly billing rates, for the estimated maximum fee of \$5,000.00.

Engineering Services During Construction shall be completed on an hourly basis, at normal hourly billing rates, for the estimated maximum fee of \$48,160.00. If the Contractor is granted additional working days beyond those identified in the Time of Performance than work shall be considered Additional Services.

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

Proposed: 
 HLA Engineering and Land Surveying, Inc.
 Michael T. Battle, President

12/19/2017
 Date

Approved: _____
 City of Grandview
 Norm Childress, Mayor

 Date

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

ITEM TITLE

Resolution authorizing the Mayor to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects

AGENDA NO.: New Business 4 (C)

AGENDA DATE: January 9, 2018

DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

N/A

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR




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

On June 21, 2017, the City was awarded the 2017 Safe Routes to School Program State Funding in the amount of \$354,864 from the Washington State Department of Transportation for the Elm Street and Fir Street Sidewalk Improvements.

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

The City is not certified to administer federal aid projects, but Yakima County is certified to perform project development and/or contract administration services. The County has agreed to administer those services for the City through an Interlocal Agreement for on-call services on federal funded projects, copy attached. The County will certify the project for the City in accordance with the Washington State Department of Transportation Local Agency Guidelines.

ACTION PROPOSED

Move a resolution authorizing the Mayor to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects to a regular Council meeting for consideration.

RESOLUTION NO. 2018-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT
WITH YAKIMA COUNTY FOR ON-CALL SERVICES
ON FEDERAL FUNDED PROJECTS**

WHEREAS, the City desires to use federal funds to undertake current and future City projects; and,

WHEREAS, the expenditure of federal funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and,

WHEREAS, the City is not presently certified to administer federal aid projects; and,

WHEREAS, the County is presently certified to administer federal aid projects; and,

WHEREAS, The Local Agency Guidelines provides that a noncertified local agency may enter into agreement with a CA agency to have the CA agency perform project development and/or contract administration; and,

WHEREAS, the City may also require Right-of-Way Services, Engineering, Land Surveying, and/or Construction Management services from time to time to augment City Staff for these projects, and,

WHEREAS, the County has an established organization that is capable of providing Right-of-Way Services, Engineering, Land Surveying, and Construction Management services and is empowered to provide such services to other governmental agencies pursuant to Chapter 39.34 RCW; and,

WHEREAS, the City, assures the County that the City's request for services under this Agreement is not intended to exclude the use of Private Consultants by the City; and,

WHEREAS, the City may desire to obtain such services from the County and the County is willing to furnish such services to the City, and both deem it in the interest of the public to enter into this Agreement; and,

WHEREAS, the actual work to be performed shall be specified in a Task Assignment signed by both parties; and,

WHEREAS, the City shall pay for any work identified in a Task Assignment as specified by the terms of the Task Assignment and this Agreement;

WHEREAS, the accomplishment of the project is a benefit to the regional transportation system,

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

The Mayor is hereby authorized to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects 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 _____, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW AND YAKIMA COUNTY
INTERLOCAL AGENCY AGREEMENT
FOR ON-CALL SERVICES ON
FEDERAL FUNDED PROJECTS**

THIS AGREEMENT is entered into between Yakima County, Washington (hereinafter the "County") through its Public Services Department whose address is 128 North 2nd Street, Yakima, Washington, 98901, and the City of Grandview (hereinafter the "City") whose address is 207 West Second Street, Grandview, Washington, 98930, pursuant to RCW 39.34.080.

WHEREAS, the City desires to use federal funds to undertake current and future City projects; and,

WHEREAS, the expenditure of federal funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation Local Agency Guidelines, including certification by a certified acceptance agency (CA agency); and,

WHEREAS, the City is not presently certified to administer federal aid projects; and,

WHEREAS, the County is presently certified to administer federal aid projects; and,

WHEREAS, The Local Agency Guidelines provides that a noncertified local agency may enter into agreement with a CA agency to have the CA agency perform project development and/or contract administration; and,

WHEREAS, the City may also require Right-of-Way Services, Engineering, Land Surveying, and/or Construction Management services from time to time to augment City Staff for these projects, and,

WHEREAS, the COUNTY has an established organization that is capable of providing Right-of-Way Services, Engineering, Land Surveying, and Construction Management services and is empowered to provide such services to other governmental agencies pursuant to Chapter 39.34 RCW; and,

WHEREAS, the City, assures the COUNTY that the City's request for services under this AGREEMENT is not intended to exclude the use of Private Consultants by the City; and,

WHEREAS, the City may desire to obtain such services from the COUNTY and the COUNTY is willing to furnish such services to the City, and both deem it in the interest of the public to enter into this AGREEMENT; and,

WHEREAS, the actual work to be performed shall be specified in a Task Assignment signed by both parties; and,

WHEREAS, the City shall pay for any work identified in a Task Assignment as specified by the terms of the Task Assignment and this AGREEMENT;

WHEREAS, the accomplishment of the project is a benefit to the regional transportation system,

NOW, THEREFORE, in consideration of the stated premise and in the interest of providing assistance to the City in the above mentioned areas, the parties hereto agree as follows:

**I
GENERAL**

- A. The COUNTY shall provide the City with Engineering, Land Surveying and Construction Inspection services. Any such services shall conform to the Standards and Guidelines commonly established for these services. All work to be performed shall be identified in a Task Assignment signed by both parties.
- B. The normal workload of the County will be evaluated prior to accepting any Task Assignment. Once a Task Assignment is accepted by the County, any work performed under the Task Assignment shall be pursued with care and diligence, making every effort to meet the schedule established by the City in the Task Assignment. The COUNTY shall promptly notify the City of any hardship or other inability to meet the schedule identified in the Task Assignment.
- C. This AGREEMENT may be increased or decreased in scope or character of work to be performed if such change becomes necessary, but any such change shall be accomplished by written supplement executed by all parties to said AGREEMENT.
- D. The parties shall agree on a satisfactory completion date for work performed under any Task Assignment (“work completion date”), which shall be specified in the Task assignment. The City shall, upon satisfactory completion of work performed pursuant to a Task Assignment, issue a letter of acceptance that shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under the Task Assignment. If the COUNTY does not receive a letter of acceptance within 90 days following the work completion date, the work will be considered accepted by the City. The City may withhold acceptance of work by submitting written notification to the COUNTY within a 90-day period. This notification shall include the reasons for withholding acceptance.

**II
WORK ASSIGNMENT/REQUEST**

- A. Specific assignments shall be made in the form of a written Task Assignment to the COUNTY by the City and signed by both parties. Each Task Assignment shall contain an agreed upon budget and schedule for all services to be rendered. City approval is required for budget and schedule changes. The City shall make such assignments before any work is commenced by the County.
- B. The City shall make available to the COUNTY all information that has been compiled by or is available to the City concerning the project to be completed.
- C. The COUNTY shall furnish all labor, materials, supplies, and incidentals necessary to complete the work assigned by the City and shall furnish to the City all information prepared by the COUNTY in performance of each task.

**III
PAYMENT**

The COUNTY shall be paid by the City for completed work and for services rendered under this AGREEMENT and associated Task Assignments, upon acceptance by the City, as provided hereinafter.

Such payment shall be full compensation for work performed or services rendered and accepted by the City and for all labor, materials, supplies, and incidentals necessary to complete the work. The COUNTY acknowledges and agrees that only those costs actually allocable to a project shall be charged to such project.

- A. The COUNTY shall be reimbursed in full by the City for its direct and related indirect costs accumulated in accordance with its current accounting procedures. The reimbursement amount shall not exceed \$5,000 (five thousand dollars) without written authorization from the City.
- B. Partial payments will be made by the City within 30 days of receipt of the billings from the COUNTY. Billings will not be more frequent than one per month. It is agreed that payment of any particular claim will not constitute agreement as to the appropriateness of any item and that at the time of final billing all required adjustments will be made.
- C. Upon termination of this AGREEMENT as provided in Section VI, the COUNTY shall be paid by the City for services rendered to the effective date of termination less all payments previously made. No payment shall be made by the CITY for any expense incurred or work done following the effective date of termination unless authorized, in writing, by the City.
- D. Final payment of any balance due the COUNTY of the ultimate gross reimbursable amount, prior to the effective date of termination, will be made upon ascertainment of such balance by the COUNTY and certification thereof to the City.

IV LEGAL RELATIONS

- A. **INDEMNIFICATION:** The City does hereby release, indemnify and provide to defend and save harmless Yakima County from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the City in defense thereof, asserted or arising directly on account of or out of acts or omissions of the City and their City's agents, employees and contractors in the exercise of the rights herein; PROVIDED, this paragraph does not purport to indemnify the County against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of (a) County or County's agents or employees; and PROVIDED FURTHER, that if the claims or damages are caused by a result from the concurrent negligence of the County, its authorized agents, officers or employees and (b) City's authorized agents, officers or employees or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the City or its authorized agents, contractors or employees. Nothing in this indemnification clause shall be construed to apply to any actions, proceedings, suits, or claims for inverse condemnation, or condemnation, arising under Title 8, Chapter 8.08, Sections 8.08.005 thru 8.08.130 of the Revised Code of Washington or otherwise.
- B. **City's Waiver of Employer's Immunity under Title 51 RCW:** The City intends that its obligations to indemnify, defend, and hold harmless employee contributions set forth above in sections A, above, shall operate with full effect regardless of any provision contrary tin Title 51 RCW, Washington Industrial Insurance Act. Accordingly, the City specifically assumes all potential liability for defense and payment of judgement in all actions brought to employees of the City against the County and its officers, employees, and volunteers, and for the purposes of enforcing the City's obligations to

indemnify, defend, and hold harmless set forth above in section 4, the City, specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The City shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

C. DISPUTE RESOLUTION:

1. The City and the COUNTY shall confer to resolve disputes that arise under this AGREEMENT as requested by either party.
2. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this agreement:

Cus Arteaga, City of Grandview
County Engineer, Yakima County

D. The City and the COUNTY agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted. Laws, venue, jurisdiction. This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.

E. **TERM:** The initial term of this contract will be for a period of one year from the effective date. The County may, at its option, extend the contract on a year to year basis for up to four additional years provided however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the County provides advance notice of the intention to not renew or the compensation established in section 3 is exhausted.

**V.
NONDISCRIMINATION**

The City and COUNTY mutually agree that neither entity will discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, 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 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation. The City and COUNTY, and any subcontractors employed by either entity shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a) in the selection and retention of agents, subcontractors or in the procurement of services or materials, leases, or equipment. These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

**VI
COMMENCEMENT AND TERMINATION OF AGREEMENT**

The work is of a continuing nature and will be in force as of the date of this AGREEMENT. The COUNTY may terminate this AGREEMENT at any time upon not less than sixty (60) days written notice to the CITY with or without cause. The CITY may terminate this AGREEMENT or Task Assignment at any time, as provided in paragraph (E), above; provided that the CITY agrees to reimburse the COUNTY for all direct and indirect costs incurred for work performed and accepted by the CITY up to the date of termination. Upon termination of this AGREEMENT, the COUNTY will turn over to the City all Project records.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date executed by both parties.

DONE this ____ day of _____ 2018.

CITY OF GRANDVIEW

BOARD OF YAKIMA COUNTY
COMMISSIONERS

Mayor Norm Childress

Ron Anderson, Chairman

Attest:

Anita Palacios, City Clerk

Michael D. Leita, Commissioner

Approved as to form:

City Attorney

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

Date Signed

Attest:

Linda Kay O'Hara, Deputy Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

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

ITEM TITLE

Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the design phase of the East Wine Country Road Resurfacing

AGENDA NO. New Business 4 (D)

AGENDA DATE: January 9, 2018

DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

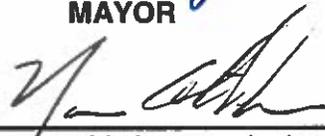
DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR

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

The City has been selected by the Washington State Transportation Improvement Board (TIB) to receive 2017 Arterial Preservation Program funding in the amount of \$310,617 for a grind and overlay of East Wine Country Road from SVID canal crossing to east City limits.

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 TIB Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the project design phase in the amount of \$32,610.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the design phase of the East Wine Country Road Resurfacing to a regular Council meeting for consideration.

RESOLUTION NO. 2018-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE
TRANSPORTATION IMPROVEMENT BOARD CONSULTANT AGREEMENT
WITH HLA ENGINEERING AND LAND SURVEYING, INC., FOR THE DESIGN
PHASE OF THE EAST WINE COUNTRY ROAD RESURFACING**

WHEREAS, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB funds in the amount of \$310,617 for the 2017 Arterial Preservation Program to include East Wine Country Road from the SVID canal crossing to east City limits; and,

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

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

The Mayor is hereby authorized to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the FY 2019 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(007)-1 to include the design of the East Wine Country Road Resurfacing from the SVID canal crossing to the east City limits in the form as is attached hereto and incorporated herein by reference in the amount of \$32,610.00.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Transportation Improvement Board (TIB)
Consultant Agreement

| | | | |
|---|--|--|--|
| TIB PROJECT NUMBER 3-E-183(007)-1 | | PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction | |
| PROJECT TITLE & WORK DESCRIPTION Wine Country Road Resurfacing Grind and overlay 0.2' depth, full width, adjust utilities, and replace pavement markings. | | | |
| CONSULTANT NAME & ADDRESS HLA Engineering and Land Surveying, Inc. 2803 River Road, Yakima, WA 98902 | | | |
| AGREEMENT TYPE (check one) | | | |
| <input checked="" type="checkbox"/> LUMP SUM \$32,610 | | | |
| <input type="checkbox"/> COST PLUS FIXED FEE | | | |
| OVERHEAD PROGRESS PAYMENT RATE _____ % | | | |
| OVERHEAD COST METHOD | | | |
| <input type="checkbox"/> Actual Cost | | | |
| <input type="checkbox"/> Actual Cost Not To Exceed _____ % | | | |
| <input type="checkbox"/> Fixed Rate _____ % | | | |
| FIXED FEE \$ _____ | | | |
| <input type="checkbox"/> SPECIFIC RATES OF PAY | | | |
| <input type="checkbox"/> Negotiated Hourly Rate | | | |
| <input type="checkbox"/> Provisional Hourly Rate | | | |
| <input type="checkbox"/> COST PER UNIT WORK | | | |
| DBE PARTICIPATION | | WBE PARTICIPATION | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % | |
| COMPLETION DATE | | MAXIMUM AMOUNT PAYABLE | |
| 9/30/2018 | | \$32,610 | |

THIS AGREEMENT, made and entered into this _____ day of _____, between the City of Grandview, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

**I
GENERAL DESCRIPTION OF WORK**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II
SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



**III
GENERAL REQUIREMENTS**

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

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

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

**IV
TIME FOR BEGINNING AND COMPLETION**

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

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

**V
PAYMENT**

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

**VI
SUBCONTRACTING**

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

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

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

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

**VII
EMPLOYMENT**

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

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

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

**VIII
NONDISCRIMINATION**

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

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

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

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

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

**IX
TERMINATION OF AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

**X
CHANGES OF WORK**

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

**XI
DISPUTES**

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

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

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

**XIII
LEGAL RELATIONS AND INSURANCE**

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

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

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

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

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

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

Insurance Coverage

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

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

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

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

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

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

**XIV
EXTRA WORK**

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

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

**XV
ENDORSEMENT OF PLANS**

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

**XVI
TIB AND AGENCY REVIEW**

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

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

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

**XVIII
COMPLETE AGREEMENT**

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

**XIX
EXECUTION AND ACCEPTANCE**

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

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

By  By _____

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

_____  

EXHIBIT A-1 Certification of Consultant

| | |
|--------------------------------------|--------------------------|
| Project No. 3-E-183(007)-1 | City of Grandview |
|--------------------------------------|--------------------------|

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

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

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

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

1/2/2018
 Date


 Signature

Certification of Agency Official

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

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

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

Date

_____ 
 Signature

EXHIBIT B-1 Scope of Work

Project No. 3-E-183(007)-1

Describe the Scope of Work

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

Documents to be Furnished by the Consultant

Required documents for funding agency; preliminary and final plans and specifications; electronic and ten (10) hard copies of project contract documents for bidding; Engineer's estimate and bid opening tabulation summary; recommendation of award letter; and notice of award letter to the lowest responsible bidder.

EXHIBIT C-1
Payment
(Lump Sum)

A. Lump Sum Agreement

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

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

B. Monthly Progress Payments

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

C. Final Payment

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

D. Inspection of Cost Records

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

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

| Prepared by HLA Engineering and Land Surveying, Inc. | | | | Date 12/12/2017 | |
|---|-----------|---|----------|--------------------|--------------------|
| Project Wine Country Road Resurfacing | | | | | |
| Negotiated Rates | | | | | |
| Classification | Man Hours | | Rate | = | Cost |
| Licensed Principal Engineer | 12 | x | \$202.00 | = | \$2,424.00 |
| Licensed Professional Engineer | 80 | x | \$165.00 | = | \$13,200.00 |
| Licensed Land Surveyor | 10 | x | \$150.00 | = | \$1,500.00 |
| Surveyor | 32 | x | \$107.00 | = | \$3,424.00 |
| CAD Technician | 80 | x | \$119.00 | = | \$9,520.00 |
| Word Processing Technician | 24 | x | \$79.00 | = | \$1,896.00 |
| TOTAL DSC | | | | | \$31,964 |
| REIMBURSABLES | | | | | |
| Mileage (540 miles x \$0.55/miles) | | | | | \$297.00 |
| Printing/Plotting/Postage | | | | | \$349.00 |
| SUBCONSULTANT COST (See Exhibit G) | | | | | \$ |
| GRAND TOTAL | | | | | \$32,610.00 |

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

Lump Sum Contracts

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

Cost Plus Fixed Fee Contracts

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

Specific Rates of Pay Contracts

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

Cost Per Unit of Work Contracts

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

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

| | |
|--|--|
| ITEM TITLE 2018 City Board & Commission Appointments | AGENDA NO.: New Business 4 (E) AGENDA DATE: January 9, 2018 |
| DEPARTMENT | FUNDING CERTIFICATION (City Treasurer) (If applicable) |

DEPARTMENT DIRECTOR REVIEW

| | |
|---|---|
| CITY ADMINISTRATOR  | MAYOR  |
|---|---|

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

None

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

The following appointments are being presented by the Mayor to Council for confirmation:

| <u>Position</u> | <u>Term</u> |
|---|-------------|
| Community Center Advisory Committee | |
| • Middle School Representative – Jedida Alvarez | 12/31/2018 |
| • High School Representative – Jasel Perez | 12/31/2018 |
| • Senior Citizen Representative – Wanda Brewer | 12/31/2018 |
| • American Legion/Auxiliary Representative – Nancy Davidson | 12/31/2018 |
| • At-Large Representative – Dave Copeland | 12/31/2018 |
| • At-Large Representative – Laura Massey | 12/31/2018 |
| • City Council Representative – Joan Souders | 12/31/2018 |
| Museum Board – Gene Lange | 12/31/2020 |
| Planning Commission – Don Olmstead Jr. | 12/31/2022 |
| Beautification Commission – Joseph Jensen | 12/31/2023 |

ACTION PROPOSED

Move the confirmation of the 2018 City Board and Commission appointments as recommended by the Mayor to a regular Council meeting for consideration.

Anita Palacios

From: Anita Palacios
Sent: Tuesday, December 19, 2017 5:00 PM
To: Anita Palacios
Subject: YVCOG Governance Agreement for review and adoption

From: Jodi Smith [<mailto:jodi.smith@YVCOG.org>]
Sent: Tuesday, December 19, 2017 10:52 AM
Subject: Governance Agreement for review and adoption

Dear City, County and Town Clerks and Administrators,

This is a reminder that your RESOLUTIONS are due to YVCOG no later than December 31, 2017.

Questions? Please email or give us a call. Thank you for your prompt attention.

Jodi W. Smith

Yakima Valley Conference of Governments
311 N. 4th Street, Suite 204
Yakima, WA 98901
509-574-1550
WWW.YVCOG.ORG

From: Larry Mattson
Sent: Friday, September 29, 2017 2:20 PM

Subject: 'Semi'-final governance agreement for review and adoption

Dear city and county clerks and administrators-

Please find attached a final draft of the YVCOG **governance agreement**, as well as a **two-page summary of the changes** made to the draft agreement. For your convenience, I've also attached an **adopting resolution** that you may modify for your respective jurisdiction.

Please note that this is NOT the final document. The governance agreement will be updated once the adopting resolutions are approved by your councils and commissions. The resolution numbers will be recorded in the preamble, replacing the current placeholder dates. Once we have received all adopting resolutions, YVCOG will update the preamble and distribute the final governance agreement for your records. You will receive Exhibits A and B along with the final document.

Please send me a high-quality scanned version of your resolution **no later than December 31st, 2017**. A signed original sent via US Post will work as well.

Questions? Please give me a call.

Thank you!

Larry Mattson
Executive Director
Yakima Valley Conference of Governments

Yakima Valley Conference of Governments

Summary of Changes to 2017 DRAFT Governance Agreement

To assist you in your final review and adoption process, we are providing this summary of changes made to the draft governance agreement. Typographical and formatting changes are not included in this list.

Copies of the draft agreement were distributed via e-mail on Wednesday, May 24th, 2017, to Yakima Valley mayors and the Board of County Commissioners. Comments were due Aug. 31st.

Please note that this is NOT the final document. The governance agreement will be updated once the adopting resolutions are approved by your councils and commissions. The resolution numbers will be recorded in the preamble, replacing the current placeholder dates. Once we have received all adopting resolutions, YVCOG will update the preamble and distribute the final governance agreement for your records. You will receive Exhibits A and B along with the final document.

| Section | Change(s) | Reason(s) for Change |
|---|---|--|
| Preamble | Exhibit letters changed | Incorrectly matched to appended documents. |
| 1 - Purposes | Modified Section D | Reduce redundancy; add reference to Exhibit A, Articles of Association. |
| 2 – Functions and Authorities | Modified Section B, Homelessness. | Clarified to reflect that the Continuum of Care (CoC) is defined by the Housing and Urban Development Department (“HUD”). The HUD CoC is a planning body that exists independent of YVCOG. |
| 3 - Bylaws | Modified Section 3. | Deleted reference to process of changing bylaws, added reference to existing bylaws for guidance. |
| 4 – Jurisdictional Boundary | Modified Section 4. | Deleted reference to original document being destroyed in 1990s fire. Not relevant. |
| 5 – Membership, Executive Committee, and Policy Board | Deleted Section A, Governing Body- Members | Reduce redundancy; topic is covered in articles of association and bylaws |
| 5 (B), Executive Committee | Modified Section B, Executive Committee. | Clarifies that RTPO & MPO functions shall be the responsibility of the Transportation Policy Board |
| 5(B)(1-3) | Deletes sub-sections 1 through 3 of section B, Executive Committee. | Reduce redundancy; topic is covered in articles of association and bylaws |
| 5(C)(2), Ex | Deletes reference to legislative district numbers. | District numbers may change in the future. |

YVCOG Governance Agreement – Summary of changes to draft agreement

Summary of Changes to 2017 DRAFT Governance Agreement

| Section | Change(s) | Reason(s) for Change |
|---|---|--|
| Officio Members; Table 1 | | |
| 6 – Governance, Meetings | Delete | Redundant; current bylaws cover some but not all (e.g., participating by phone or electronic media) of this section. |
| 7 – Allocations | Delete | Redundant; covered in article VIII. |
| 8 – Executive Director & Consultants | Delete | Redundant; covered in article II. |
| 9 – Contracts & Contractual Services | Delete | Redundant; covered in article IX. |
| 10 – Duration, Dissolution, and Termination | Delete | Most appropriate within bylaws or articles, if so desired by YVCOG members. |
| 12 – General Provisions | Delete Section B. Entire Agreement/Modification | Not accurate. Other agreements discuss these same issues. |
| Exhibits B & C | Reverse naming | Exhibit B should be Articles of Association; Exhibit C should be Bylaws. Exhibit A from draft agreement, YVCOG Resolution 1990-4, has been removed; Exhibit A is now the Articles of Association, and Exhibit B is now the Bylaws. |

RESOLUTION NO. 2018-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING THE GOVERNANCE AGREEMENT FOR THE
YAKIMA VALLEY CONFERENCE OF GOVERNMENTS (YVCOG)**

WHEREAS, the Yakima Valley Conference of Governments (YVCOG) was established in 1966 as the regional transportation planning organization for Yakima County, Washington. The original agreement was executed by Yakima County, the cities of Grandview, Granger, Harrah, Mabton, Moxee, Naches, Selah, Sunnyside, Tieton, Toppenish, Union Gap, Wapato, Yakima and Zillah; and

WHEREAS, YVCOG's Articles of Association and Bylaws were adopted as well and have subsequently been revised as needed; and

WHEREAS, the members of YVCOG desire to reaffirm the Origin Document lost in a fire in the 1990s with a comprehensive agreement confirming YVCOG's organizational structure as well as rights and responsibilities as the Yakima County Regional Transportation Planning Organization (RTPO) and the Yakima County Metropolitan Planning Organization (MPO); and

WHEREAS, the members of the YVCOG Board of Directors, in consultation with the Executive Director and Legal Counsel have made a detailed review of the available Origin Documents and the Yakima Valley Conference of Governments Governance Agreement and the Bylaws of the YVCOG; and

WHEREAS, the members of the YVCOG Board of Directors have voted to recommend approval of the Governance Agreement; and

WHEREAS, the City of Grandview has reviewed the Governance Agreement and finds that it will clarify and solidify the governance of YVCOG, that it will establish the purposes and activities of YVCOG and that it should be approved; and

WHEREAS, the City of Grandview wishes to commence the effectiveness of the Governance Agreement in an orderly fashion and in harmony with the other member entities;

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

1. The City of Grandview hereby approves and agrees to the terms and conditions of the Yakima Valley Conference of Governments Governance Agreement attached hereto as Exhibit A and authorizes the Mayor to execute the same on behalf of the City of Grandview.

2. This resolution shall take effect, if at all and only if, the Yakima Valley Conference of Governments Governance Agreement of the Yakima Valley Conference of Governments has been ratified without substantial alteration by Yakima County and at least sixty percent (60%) of the cities and towns within the YVCOG area (as described in the Yakima Valley Conference of Governments Governance Agreement) with such cities and town representing seventy-five percent (75%) of the cities' and towns' aggregate population ("Ratification"). Upon Ratification, the Origin Documents shall be of no further force or effect. Should Ratification not occur this resolution shall be of no force or effect unless re-adopted.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**YAKIMA VALLEY CONFERENCE OF GOVERNMENTS
GOVERNANCE AGREEMENT**

This Interlocal Cooperation Agreement is made by and between Yakima Valley Conference of Governments (YVCOG) Yakima County, City of Grandview, City of Granger, Town of Harrah, City of Mabton, City of Moxee, Town of Naches, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Wapato, City of Yakima, City of Zillah, and the Confederated Tribes and Bands of the Yakama Nation, (each hereafter referred to as a "Member" or collectively, as "Members") for the purpose of confirming, organizing and maintaining a regional agency known as Yakima Valley Conference of Governments.

This agreement terminates and supersedes in all respects the Yakima Valley Conference of Governments Interlocal Cooperation Agreement dated February 7, 1994. The YVCOG's Articles of Association and Bylaws remain in full effect. In the event of conflicting provisions, the Articles and Bylaws shall prevail.

RECITALS:

WHEREAS, Yakima Valley Conference of Governments was established in 1966 and has served as a regional agency serving the individual and collective interests of participating member cities, towns, communities and political subdivisions within Yakima County, Washington; and

WHEREAS, RCW 36.64.080 authorizes counties, cities, towns and other participating political subdivisions to establish a regional agency (i.e. "Conference"), for the purpose of studying, coordinating, assisting and managing matters of regional or governmental interest and concern, including but not limited to transportation, land use planning, codes and ordinances, comprehensive facility and land use planning, government finances, air and water quality, regional and local social services, and other matters of local and regional interest or significance; and

WHEREAS, Federal transportation legislation (23 U.S.C. 134 and 49 U.S.C. 5303) requires the designation, by agreement between the Governor of the State of Washington and units of general purpose local government, of a Metropolitan Planning Organization (MPO) which, in cooperation with the State of Washington is to develop transportation plans and programs for urbanized areas of Washington State; and

WHEREAS, YVCOG has been designated as MPO for Yakima County with responsibility for implementing national policy set forth in 23 CFR §§450.300-.338 the local urbanized area including a continuing, cooperative, and comprehensive performance-based multimodal transportation planning process, together with development of a metropolitan transportation plan and a transportation improvement program (TIP); and

WHEREAS, State of Washington authorizes formation of a Regional Transportation Planning Organization (RTPO) through the voluntary association of local governments within a county (RCW 47.80.020); provided each RTPO shall encompass at least one complete county, have a population of at least 100,000 and have as members all counties within the region and at least sixty percent of the cities and towns collectively representing a minimum of seventy-five percent of the population of all incorporated municipalities; and

WHEREAS, each RTPO formed by local governments is required to create a transportation policy board in accordance with RCW 47.80.040 which board shall provide policy advice to the RTPO and shall allow representatives of major employers within the region, the department of transportation, transit districts, port districts, and member cities, towns, and counties within the region to participate in policy making; and

WHEREAS, RCW 47.80.020 provides that the RTPO in an urbanized area shall be the same as the MPO designated for federal transportation planning purposes; and

WHEREAS, in accordance with applicable federal and state laws, the Members affirm and ratify the formation and continuation of a unified metropolitan and regional transportation planning program to carry out the responsibilities of the MPO and RTPO, as well as other responsibilities determined by YVCOG (Articles of Association and Bylaws, attached as Exhibits A and B); and

WHEREAS, Yakima Valley Conference of Governments (YVCOG) has been designated as the lead planning agency and fiscal agent for the Metropolitan Planning Organization and the Regional Transportation Planning Organization; and

WHEREAS, the Washington State Growth Management Act, Chapter 36.70A RCW, requires the coordinated countywide planning by counties, cities, towns and other political subdivisions that develops and implements policies for contiguous and orderly growth, provision of urban services, siting of capital facilities, transportation, planning, consideration of needs for affordable housing, economic development and employment, and other comprehensive planning matters; and

WHEREAS, the Members executing this Agreement confirm and represent that each of the Members has adopted one or more resolutions authorizing the execution of this Agreement, and that such resolutions are in all ways valid and binding; and

WHEREAS, the Yakima Valley Conference of Governments has been and may be named as a subrecipient on federal and state transportation planning grant funds; and

WHEREAS, the Yakima County Commissioners authorized the execution of this Agreement by Resolution No. 2017-AA, adopted on December, 2017;

WHEREAS, the Confederated Tribes and Bands of the Yakama Nation Tribal Council authorized the execution of this Agreement by Resolution No. 2017-BB adopted on December, 2017;

WHEREAS, the City of Grandview Council authorized the execution of this Agreement by Resolution No. 2018-___ adopted on January, 2018;

WHEREAS, the City of Granger Council authorized the execution of this Agreement by Resolution No. 2017-DD adopted on December, 2017;

WHEREAS, the Town of Harrah Council authorized the execution of this Agreement by Resolution No. 2017-EE adopted on December, 2017;

WHEREAS, the City of Mabton Council authorized the execution of this Agreement by Resolution No. 2017-FF adopted on December, 2017;

WHEREAS, the City of Moxee Council authorized the execution of this Agreement by Resolution No. 2017-GG adopted on December, 2017;

WHEREAS, the Town of Naches Council authorized the execution of this Agreement by Resolution No. 2017-HH adopted on December, 2017;

WHEREAS, the City of Selah Council authorized the execution of this Agreement by Resolution No. 2017-II adopted on December, 2017;

WHEREAS, the City of Sunnyside Council authorized the execution of this Agreement by Resolution No. 2017-JJ adopted on December, 2017;

WHEREAS, the City of Tieton Council authorized the execution of this Agreement by Resolution No. 2017-KK adopted on December, 2017;

WHEREAS, the City of Toppenish Council authorized the execution of this Agreement by Resolution No. 2017-LL adopted on December, 2017;

WHEREAS, the City of Union Gap Council authorized the execution of this Agreement by Resolution No. 2017-MM adopted on December, 2017;

WHEREAS, the City of Wapato Council authorized the execution of this Agreement by Resolution No. 2017-MM adopted on December, 2017;

WHEREAS, the City of Yakima Council authorized the execution of this Agreement by Resolution No. 2017-NN adopted on December, 2017;

WHEREAS, the City of Zillah Council authorized the execution of this Agreement by Resolution No. 2017-PP adopted on December, 2017;

NOW, THEREFORE, pursuant to the above recitals that are incorporated into this Interlocal Cooperation Agreement as if included below, and in consideration of the terms and conditions set forth below, it is hereby agreed as follows:

**Section 1
PURPOSES**

This Interlocal Cooperation Agreement is authorized by Interlocal Cooperation Act (RCW Ch. 39.34) for the following purposes:

- A. To establish, organize and maintain a regional agency pursuant to RCW 36.64.080 for the purpose of implementing study of regional and governmental issues of mutual interest and concern including transportation study and planning;
- B. To implement and perform the function and duties of a Regional Transportation Planning Organization (RTPO) for Yakima County as set forth in RCW 47.80.023 and WAC Ch. 468-86, as currently adopted or hereafter amended;
- C. To implement and perform the duties and functions of a Metropolitan Planning Organization (MPO) for the Yakima Valley Urbanized Area as such Area's boundaries are defined now or in the future, and as set forth in 23 U.S.C. 134 and 49 U.S.C. 5303 as currently adopted or hereafter amended and 23 CFR Parts 450 and 500 and 40 CFR Part 613, as currently adopted or as amended;
- D. To carry out the purposes outlined in its Articles of Association, as amended, attached as Exhibit A and fully incorporated herein;
- E. To assist in the planning and coordination of projects and programs which may involve federal and/or state financial participation and to assist in review of such projects and programs to assure compliance with area wide comprehensive plans;
- F. To contract or hire technical and administrative staff to provide and perform services with respect to conference programs, plans and activities including planning, grant administration and other services.

Section 2
FUNCTIONS AND AUTHORITIES

A. Transportation. YVCOG shall perform the duties and responsibilities of an RTPO and MPO as prescribed in applicable federal and state laws and regulations and serve as a conference pursuant to RCW 36.64.080. Transportation planning and responsibilities are specifically delegated to the Transportation Policy Board. Such responsibilities with respect to transportation shall include but not be limited to the following:

1. Prepare and periodically update a transportation strategy for the region. The strategy shall address alternative transportation modes and transportation demand management measures in regional quarters and shall recommend preferred transportation policies to implement adopted growth strategies. The strategy shall serve as a guide in preparation of the regional transportation plan.
2. Prepare a Regional Transportation Plan ("RTP") that is consistent with countywide planning policies, county, city and town comprehensive plans, and state transportation plans. The RTP will be developed in accordance with RCW 47.80.030 and will establish planning direction and strategies for regionally significant transportation projects, as defined in state law and shall be consistent with the regional growth management strategy, including but not limited to:
 - a. Certify that transportation elements of local comprehensive plans are consistent with the regional transportation plan.
 - b. Certify that all transportation projects within the region that have a significant impact upon regional facilities or services are consistent with the RTP.
3. Develop in cooperation with WSDOT, local governments and operators of public transportation services a six-year regional transportation improvement plan.
4. Carry out Metropolitan Planning Organization (MPO) functions as prescribed in Title 23 USC §134 and 49 USC §5303 for federally funded projects in the region and /or as required by federal and/or state laws and regulations that are applicable to the MPO, now or in the future. These functions include preparation of a RTP, an annual Unified Planning Work Program (UPWP), and a four-year capital plan (with an annual element).
5. Develop, coordinate, collect and maintain transportation related databases and transportation-related information for the members.
6. Develop and review transportation system level of service methodologies and standards, and work with cities, county, WSDOT and transit agencies on level of service standards and alternative transportation performance measures.
7. Perform such other transportation planning related functions as the Policy Board may hereinafter determine to be in the best interests of the Members.

B. Homelessness.

The Conference shall work with member agencies to reduce homelessness within the Yakima Valley. The Conference shall develop and update as needed a strategic plan to reduce homelessness. The Conference shall participate with the Continuum of Care (CoC), as defined by the Department of Housing and Urban Development (HUD), for Yakima County. The Conference shall also work with agencies seeking to aid homeless individuals and families and other community stakeholders, where appropriate, on the following:

1. Develop, implement, and update as needed a comprehensive countywide five-year homeless plan with input and participation from the CoC, the Homeless Network of Yakima, the HPPC and other community stakeholders;
2. Regularly review and evaluate homeless and housing data to determine the effectiveness of the local strategies and objectives identified in the five year plan and bring data to the CoC and HPPC for review and comment;
3. Establish performance outcomes and targets to measure and evaluate the effectiveness of funded programs tailored to those programs funded through the YVCOG process;
4. Establish and publish a transparent funding distribution process to solicit, screen, review, score and rank potential projects to equitably distribute federal, state and local funding to programs addressing homelessness and homeless individuals in Yakima County.
5. Support or serve as the "Collaborative Applicant" for the HUD Continuum of Care program by annually reviewing, scoring and prioritizing new and renewal projects.
6. Additional purposes of the HUD Continuum of Care program (as may be administered by YVCOG or another HUD-approved entity) are to:
 - a. Serve as the annual homeless assistance application to HUD for funding to support housing and services targeted for homeless sub-populations;
 - b. Serve as a strategic planning body for addressing homelessness in our region, through the Homeless Policy and Planning Committee (HPPC), consisting of stakeholders and service providers;
 - c. Coordinate the annual Point in Time count of the homeless;
 - d. Maintain the Homeless Management Information System (HMIS) and provide training to service providers when necessary;
 - e. Maintain the Coordinated Entry and Referral System;

C. Research and Planning. The Conference may act as a research and fact-finding agency of the members. To that end, it may make such surveys, analyses, studies and reports as authorized or requested by the Executive Committee. The Conference upon such authority or request may also:

1. Make inquiries, investigations, and surveys concerning the resources of Yakima County.
2. Assemble and analyze obtained data and develop systematic utilization thereof.
3. Cooperate with other commissions and public and private agencies of Yakima County, Washington, State, and the United States in planning endeavors.
4. Develop programs of Intergovernmental cooperation for the benefit of members.

D. Technical Assistance. The Conference may provide technical assistance to local, state and federal governments through regional data collection and forecasting services, consistent with the purpose, functions, and budget of the agency. In addition, the Conference may provide technical assistance with respect to transportation, economic development, land use and other planning and program functions as authorized by the Executive Committee. The Conference may also provide technical assistance to other agencies not listed herein, provided such agency is an approved Associate Member in good standing per the Articles of Association.

E. Discussion Forum. The Conference may provide a forum for discussion among local, state and federal officials together with other interested parties on issues or matters of common regional interest or significance.

F. Other Functions. The Conference shall, insofar as possible:

1. Coordinate general planning among and for the participating members;
2. Provide a written report to the members each year;
3. Prepare, approve and administer an annual budget, which includes setting the amount Voting Members' and non-voting Members' dues; hire an Executive Director (who shall hire and supervise employees); hire consultants; engage professional accounting, legal and other services as needed; sue and be sued; and
4. Other such additional, modified or removed functions and authorities as shall be authorized by the Executive Committee.

Section 3 BYLAWS

The authority to make, amend, or repeal bylaws is vested in the Conference so long as such bylaws are consistent with the provisions of the Articles of Association and applicable laws. Bylaws for the Conference, as revised, are included in Exhibit B, attached hereto and fully incorporated herein.

Section 4 JURISDICTIONAL BOUNDARY

The Regional Transportation Planning Organization (RTPO) boundaries include all of Yakima County, which area is designated as the Yakima Valley Metropolitan Statistical Area (MSA) by the federal Office of Management and Budget Office. The Metropolitan Planning Area (MPA) boundary consists of the Urbanized Area ("UZA") as defined by the US Census, the contiguous geographic areas likely to become urbanized in the next 20 years, plus the adopted Urban Growth Areas of Selah, Moxee, Naches, Yakima and Union Gap. The MPO was established in 1974 by the Governor of the State of Washington. The RTPO was established in 1991. All references to the "region" or "Valley" in this agreement shall mean the political boundaries of Yakima County unless changed by the Policy Board.

Section 5 MEMBERSHIP, EXECUTIVE COMMITTEE AND POLICY BOARDS.

A. Governing Body – Members. The Conference shall be governed by its membership in accordance with its organizational documents (the Articles of Association and Bylaws, as revised; Exhibits A and B) in this agreement. Membership in the Conference shall include representatives of the participating members including the county, cities, towns, ports or other municipal corporations and Tribal governments with its representative being the elected chief executive or designated official by the governing body of the member.

B. Executive Committee. The internal administration, programming, procedures and practices of the Conference, together with any other duties and responsibilities as delegated by the general membership, shall be vested in an Executive Committee. The Executive Committee shall not, however, exercise authority or responsibilities with respect to MPO and RTPO functions and authorities which shall be the responsibility of the Transportation Policy Board.

C. Transportation Policy Board. The Transportation Policy Board (also referred to herein as "Policy Board") is established by the Conference with authority to carry out (1) the RTPO functions set forth in RCW Ch. 47.80 and WAC Ch. 468-86, as currently adopted or hereafter amended, and (2) the MPO functions for the Yakima Valley Urbanized Area as set forth in 23 USC 134, 49 USC 5303, 23 CFR Parts and 450 and 50, and 40 CFR Part 613, as currently adopted or hereafter amended. The composition of the Policy Board shall remain consistent with federal and state law as currently adopted or amended. Should such state or federal law change, the composition of the Policy Board shall be automatically adjusted to comply with such changes without requiring this agreement to be amended or approval by the membership.

1. **Designation of Policy Board Representative.** The Transportation Policy Board shall consist of the seven (7) members of the YVCOG Executive Committee plus three (3) additional voting members as described below. Each participating member shall be represented by its duly elected chief executive or by an official designated by the governing body of the member. The member-at-large shall be a resident of Yakima County. The representative of the major employer group will be recommended by the governing board of the Yakima County Development Association (YCDA, or New Vision), or a Chamber of Commerce, and shall be confirmed and appointed by the Policy Board. WSDOT shall designate a high-level staff person to serve on the Policy Board. WSDOT shall designate its representative appointment in January of each year.
2. **Ex Officio Members.** Any member of the Washington State House of Representatives or Senate whose districts are wholly or partly within the boundaries of the regional transportation planning organization shall be an ex officio, nonvoting member of the Transportation Policy Board.
3. **Voting and Ex Officio Members.** Each such membership shall either be a Voting Membership or an Ex-Officio Membership as set forth below.

a. Voting representation on the Policy Board of the MPO/RTPO shall be as follows:

Table 1 - Transportation Policy Board Representation

| Member/Agency | Policy Board |
|------------------------------------|--------------|
| YVCOG Executive Committee | 7 |
| WSDOT | 1 |
| YCDA/Major Employer Representative | 1 |
| Transit or Paratransit Provider | 1 |
| Legislative Delegation | Ex officio |
| Total | 10 |

- b. At the Policy Board's discretion, ex-officio membership shall also be open to other governmental and non-governmental entities when elected to membership by a majority of the Policy Board, and shall be effective upon their delivery of their written assurance that they will comply with this Agreement and the YVCOG bylaws. Ex-Officio members of the Organization are non-voting.
4. **Purpose.** The purpose of the Transportation Policy Board shall be to exercise on behalf of and in association with the Yakima Valley Conference of Governments the authority pursuant to this Agreement and under federal and state laws as the Yakima Valley Metropolitan Planning Organization and the Regional Transportation Planning Organization for Yakima County.
5. **Duties.** The Policy Board has the powers, duties, authority, functions and responsibilities set forth

herein and otherwise prescribed by law, including but not limited to the following:

- a. To approve the transportation work program (Unified Planning Work Program);
- b. To approve consultant contracts consistent with the Unified Planning Work Program;
- c. To certify local comprehensive plans are consistent with the Regional Transportation Plan;
- d. To select projects in Yakima County to be funded with regionally managed funds, except those projects seeking Transportation Alternative Program Funds;
- e. To manage the transportation improvement program for projects within Yakima County as per state and federal law;
- f. To elect a Transportation Policy Board Chairperson and Vice-Chairperson
- g. To establish committees consistent with Section 9 above;
- h. To perform transportation planning activities for members as described in the approved work program

6. **Transportation Work Program and Budget.** The Policy Board shall prepare, adopt, and amend as necessary a proposed work program and budget for each fiscal year beginning July 1 of every year. The detailed Unified Planning Work Program shall list specific work projects to be undertaken by the MPO/RTPO in keeping with the requirements of the biennial Metropolitan/Regional Transportation Planning Organization Agreement with WSDOT. The Executive Director shall confer with and inform members concerning the preparation of and progress on the implementation of work programs and projects.

MPO/RTPO administration and operations shall be funded through such federal, state, local and/or private funding as may become available and as appropriated therefore by statute, resolution or ordinance. The biennial appropriation from WSDOT to carry out the regional transportation planning program shall be distributed to the YVCOG, the RTPO's lead planning agency.

Section 6

INDEMNIFICATION INSURANCE AND LIABILITY

A. The Conference shall defend, indemnify, and hold harmless all employees. No member representative shall be personally liable for any monetary damages for conduct, action, or inaction as a member representative, unless such conduct involves intentional misconduct or a knowing violation of law. The Council shall obtain and keep in force third party liability insurance related to its activities with commercially reasonable liability limits and deductibles. To the extent practicable, the Conference shall cause its members to be named as insured under such policy(ies).

B. No Member or Member Representative shall be personally liable for any monetary damages for conduct, action, or inaction as a member representative, unless such conduct involved intentional misconduct or a knowing or willful violation of law.

Section 7

GENERAL PROVISIONS

A. Adoption and Effective Date. The effective date of this Agreement shall be as of the date last signed by the County and, at least sixty percent (60%) of the cities and towns within the Conference boundaries that represent seventy-five percent (75%) of the cities' and towns' population. This Agreement shall be binding upon the members who have executed this Agreement, their successors and assigns; provided, that upon such execution, all prior agreements relating to the formation of the YVCOG or its predecessors shall be deemed terminated and replaced herewith. Thereafter, no city, town, tribe or special district shall be a member of the YVCOG or the Yakima Valley Transportation Policy Board until its governing body shall have approved this Agreement.

B. Amendment. This Agreement may not be amended, supplemented or otherwise modified unless expressly set forth in a written agreement executed by all members and adopted by resolution of each member's legislative authority or governing body.

C. Savings. If any portion of this Agreement, or its application to any person or circumstances, is held or determined to be invalid, such holding or determination shall not affect the validity or enforceability of any other term or provision and the application of this Agreement to other persons or circumstances shall not be affected.

D. Counterparts. This Agreement may be executed by the members using duplicate counterparts.

Exhibits

Exhibit A. YVCOG Articles of Association, as revised

Exhibit B. YVCOG Bylaws, as revised

PARTICIPANTS. Participants in this agreement shall be whichever of the parties ratify this agreement. In the event any party fails to ratify this agreement, such action shall not affect this agreement as it pertains to the remaining parties.

IN WITNESS WHEREOF, the parties hereto have set their hands.

CITY OF GRANDVIEW

By: _____

Attest: _____

Title: _____ **Date:** _____

Title: _____ **Date:** _____

ARTICLES OF ASSOCIATION
of the
YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

WHEREAS, the parties to this agreement recognize that the orderly growth and development of Yakima County, its cities and towns, and governmental subdivisions are matters of mutual concern to all parties hereto, and

WHEREAS, the parties to this agreement recognize an existing need for frequent communication and cooperation among themselves as matters common to, and affecting the public governed and served by the various parties to this agreement so that the best interests of the public may be served by coordinated plans and programs resulting in efficiency and economy in local governments, and

WHEREAS, the parties to this agreement recognize the need to make technical services in the areas of planning, administration of programs and grants, and other services available to their jurisdictions in a cost effective manner, now, therefore,

IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

Pursuant to Sections 36.70.060, as amended, and Sections 36.64.080 through 36.64.110, all of the Revised Code of Washington, be it resolved that the Cities of Yakima, Sunnyside, Toppenish, Grandview, Wapato, Granger, Harrah, Mabton, Moxee, Naches, Selah, Tieton, Union Gap, Zillah, the County of Yakima and the Tribal Council of the Confederated Bands and Tribes of the Yakama Indian Nation do hereby organize and establish a regional agency, hereinafter referred to as the "Conference." Be it further resolved that the aforementioned Sections of the Revised Code of Washington provide the basis for defining activities of the Conference, but are not intended to limit the Conference's ability to conduct any activity on behalf of the member jurisdictions that can be legally assigned or contracted by the jurisdiction. In this regard, the Conference may be designated by all or some of the member jurisdictions as the legal and administrative entity described in RCW 39.34.030 to perform projects of mutual concern under the Interlocal Cooperation Act, provided these activities are in keeping with the intent of these Articles of Association.

ARTICLE I

Name

The name of the regional agency so organized and established shall be the "Yakima Valley Conference of Governments."

ARTICLE II

Purpose

The Conference shall generally concern itself with the orderly growth and development of Yakima County and the cities, towns, communities and other governmental subdivisions within Yakima County, and shall serve as a liaison committee to develop and promote communication, understanding, and cooperation among the Conference participants on matters common to, and affecting the public served by the participants in the Conference so as to assure the coordination of plans and programs of participants in the Conference. In addition, the Conference will provide technical services to aid the administration of grants and programs and to provide other services to enable the coordination of multi-jurisdictional programs in a manner that provides greater expertise and lower costs to the member jurisdictions.

Among other things, the Conference shall specifically serve its participants with respect to the following subjects:

(a) To suggest and assist in establishing long range planning goals for Yakima County, the urbanizing area in and around the City of Yakima, and for other cities, towns, communities and other governmental subdivisions within Yakima County, and to engage in a continuing and cooperative planning effort and program in order to serve the best interests of the people of Yakima County.

(b) To assist in the preparation of plans relating to land use, transportation, sewer and water, parks and recreation, human services, housing and other community development activities in the urbanizing area in and around the City of Yakima, and for other cities, towns, communities and other governmental subdivisions within Yakima County.

(c) To assist in the planning and coordination of proposed projects which may involve Federal or State financial participation, and to assist in the review of such project plans so as to assure compliance with areawide comprehensive plans.

(d) To contract or hire technical and administrative staff to perform the work program of the Conference, including planning, grant administration, and other services whereby the Conference as a whole or the individual members can receive increased expertise or reduced costs.

The Conference shall further consider other specific subjects of mutual concern to the various participants in the Conference when requested to do so from time to time by participants in the Conference or when, in the opinion of the representatives of the Conference, it appears that other plans and programs should be developed as being in the best interests of the public served by the participants in the Conference.

ARTICLE III

Boundaries

The boundaries of the jurisdiction of the Conference shall be coterminous with the boundaries of Yakima County.

ARTICLE IV-A

Associate Membership

Associate Membership of the Yakima Valley Conference of Governments shall be composed as follows:

The opportunity for the designation of Associate Member of the Yakima Valley Conference of Governments shall be made available to governmental organizations, agencies and special service districts upon making written application to the YVCOG office. Following the submission of an application(s), the YVCOG Executive Committee, at its next regular meeting, will review the Associate Membership application(s). The Executive Committee will base its approval or disapproval of applications on the need for the services provided by YVCOG, and the overall benefits the specific membership application will have on the Yakima Valley Conference of Governments' purposes and goals.

Associate Membership Privileges

The Associate Member will receive notification of all YVCOG meetings, conferences, work sessions, and will be included in all general membership activities. The Associate Member will also receive the YVCOG monthly newsletter and other YVCOG publications which are developed by any members or the YVCOG staff. Associate Members will have the opportunity to contract with the YVCOG for technical planning assistance at the prevailing rate.

The Associate Member does not retain voting privileges in the YVCOG. The authority to make motions, seconds, and hold Executive Committee positions is not provided.

Associate Member Fees

A yearly fee to be determined by the budget subcommittee and approved by the General Membership in October will be mandatory for accepted non-profit applicants to retain their Associate Membership status in the subsequent year.

The failure of any Associate Member to keep current their yearly fees will result in forfeiture of Membership status and require reapplication.

ARTICLE V

Officers

The officers of the Conference shall consist of a Chairman and Vice-Chairman who shall also serve respectively as Chairman and Vice-Chairman of the Executive Committee.

ARTICLE VI

Executive Committee

The internal administration, programming, procedures and practices of the Conference, and any other duties and responsibilities as may be delegated by the general membership of the Conference shall be vested in an Executive Committee which shall be composed of the following:

| Jurisdiction/Area | Number of Representatives on Executive Committee |
|--|---|
| Area 1 (Selah, Naches, Union Gap, Moxee, Tieton) | 1 |
| Area 2 (Toppenish, Zillah, Wapato, Harrah) | 1 |
| Area 3 (Grandview, Granger, Mabton) | 1 |
| City of Sunnyside | 1 |
| City of Yakima | 1 |
| Yakima County | 1 |
| Member At Large | 1 |
| TOTAL EXECUTIVE COMMITTEE MEMBERS | 7 |

The Member at Large position may be filled by any person who resides within Yakima County. The Executive Committee shall be selected in the manner set forth in the Bylaws for the Conference.

ARTICLE VII

Meetings

Meetings of the Conference and the Executive Committee shall be held at such times and places as the Conference shall determine and specify in its Bylaws.

ARTICLE VIII

Finances

The sources of funding for operation of the Conference shall be the following:

- (a) Annual assessment to member agencies.
- (b) Contracted fees.
- (c) Grants, donations, or other sources.

The Executive Committee shall annually, prior to October 1, prepare a recommended balanced budget for the ensuing calendar year in the form provided for County budgets. The budget shall include income from recommended assessment of member agencies, anticipated contract fees, grants, donations and other sources.

The budget shall be submitted to each representative of the member jurisdictions within seven days of the Executive Committee's action for the purpose of preliminary review.

At the October General Membership meeting a balanced budget will be adopted, by Resolution, by the Conference and recommended back to the member jurisdictions within seven days. After reviewing the work program and the assessments, each member jurisdiction shall notify the Conference in writing by December 31 of their intent to continue participation in the Conference at the specified assessment or to terminate their participation.

The financial operation of the Conference shall be subject to all applicable State statutes governing budgeting and auditing procedures.

ARTICLE IX

Contracts and Contractual Services

The Conference may employ any consultants deemed necessary to carry out the purposes and functions of the Conference.

The Conference may contract generally and enter into contract or reasonable agreement with the Federal Government, the State, any municipal corporation and/or other governmental agency for the purpose of providing technical services, administration, planning and/or conducting studies of problems of mutual concern and may receive grants and gifts in furtherance of such programs.

ARTICLE X

Bylaws

The Conference shall adopt Bylaws to carry out the purposes and objectives set forth in the Articles of Association.

ARTICLE XI
Amendments

Amendments to the Articles of Association will be recommended by a two-thirds majority of the members present at any regular or special meeting of the General Membership as outlined in Section I, Paragraph I of the Bylaws. Recommended amendments will be forwarded to the legislative body for each member jurisdiction for approval. Approval by two-thirds of the member jurisdictions is sufficient to ratify any amendment to these Articles of Association.

Revised: February 21, 1984
January 1985
September 20, 1989
December 17, 1997
September 19, 2001
May 19, 2004
December 13, 2006
September 15, 2010
December 09, 2015
March 15, 2017

BYLAWS

of the

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

SECTION I - MEETINGS. Business portion of the General Membership will begin at 7:30 p.m., on the third Wednesday of January, March, May, September, October, and the second Wednesday of December at alternating locations throughout the County. The meeting held in January of each year shall be considered as the annual meeting. Special meetings of the general membership may be called by action of the Executive Committee. Written notice of any special meeting shall be given to each member at least seven (7) days prior to said meeting.

Meetings of the Executive Committee each year shall be held at 1:30 p.m. on the third Wednesday of January and February and on the third Monday of each month thereafter at a place to be agreed upon by members of the Executive Committee. If at any time any regular meeting falls on a holiday, such regular meeting shall be held on the next business day. All meetings of the Executive Committee shall be open to members of the Conference and all other interested persons. A copy of the agenda shall be sent to all members of the Conference at least seven (7) days prior to the meeting. Any regular meeting of the Executive Committee canceled due to lack of a quorum will be rescheduled for the following week, with adequate notice provided to all concerned.

SECTION II - QUORUM.

a. Executive Committee

Unless otherwise specified herein, a majority of the voting members of the Executive Committee shall constitute a quorum for the transaction of any business that may come before any meeting of the Executive Committee.

b. General Membership

Unless otherwise specified herein, seven (7) voting members of the General Membership of the Conference shall constitute a quorum for any transaction of business that may come before any General Membership meeting of the Conference.

SECTION III - VOTING.

a. Executive Committee

Each member of the Executive Committee shall be entitled to one (1) vote on any matter that comes before the Executive Committee. A vote of the majority of the quorum present at any of the Executive Committee meetings shall be required to decide any question.

b. General Membership

Each member of the Conference shall be entitled to one (1) vote on any matter which comes before the General Membership. A vote of at least seven (7) members of the quorum present at any General Membership meeting of the Conference shall be required to decide any question; provided, that when fourteen (14) or more members of the Conference are present, a majority shall be required to decide any question.

A list of all names of the members and appointed alternates of each governmental unit shall be submitted to the Chair ten (10) days prior to the January annual meeting each year. At that annual meeting only appointed members or alternates shall vote.

Each General Membership member shall be entitled to have an alternate appointed by the respective legislative body which they represent; provided, that the alternate shall be an elected or appointed official. The legislative body of towns/code cities with population under 3,000 shall be entitled to appoint an employee of the city empowered to vote by proxy in the event their regular representative or alternate cannot attend a meeting, provided that said employee may not sit or vote on the Executive Committee.

SECTION IV - ELECTION OF EXECUTIVE COMMITTEE OFFICERS.

A nominating committee shall be appointed by the Chair at the December meeting of odd-numbered years. The nominating committee shall meet prior to the annual meeting to nominate candidates for the Executive Committee, choosing from names of officials as specified in Article VI of the Articles of Association. At the annual meeting of even-numbered years, which is the January meeting of each year, the Conference shall elect seven (7) members of the Executive Committee as specified in Article VI of the Articles of Association. Executive Committee members shall serve for a two-year term. Each of these seats for the Executive Committee will be decided by individual ballot or voice vote dependent upon the wishes of the Chair. After the nominating committee gives its report, nominations for the position will be opened from the floor. After all nominations are received a vote will be taken. Chair and Vice Chair will be selected by the newly seated Executive Committee at their first meeting as the first order of business. All persons considered for Chair or Vice-Chair must be members of the newly seated Executive Committee.

SECTION V - VACANCIES. In the event of a vacancy in the office of Chair, the Vice-Chair shall succeed to said office. In the event of a vacancy in the office of Vice-Chair, the Executive Committee shall elect a new Vice-Chair from the Executive Committee. In the event of a vacancy in the Executive Committee, the Executive Committee shall elect a new member from the Conference membership in whatever manner the Executive Committee shall determine.

SECTION VI - DUTIES OF OFFICERS, EXECUTIVE COMMITTEE, AND GENERAL MEMBERSHIP. The duties of the officers shall be those usually pertaining to their respective offices.

The Executive Committee shall have the authority to decide upon all matters affecting the internal administration, procedures, practices and programming of the Conference; processing and review of all programs or projects which may be submitted to the Conference for comment and recommendations; and coordination of intergovernmental relations and activities including the interchange or exchange of information among the governmental units or agencies concerned. These duties include:

(a) The Executive Committee is authorized to accept and/or authorize contracts and contract revisions in line with the annual budget and the Conference's work program, including allocating revenue made available through new or revised contracts.

(b) The Executive Committee is responsible to direct staff activities.

(c) The Executive Committee is responsible for developing an annual balanced budget for recommendation to the General Membership and is authorized to make routine revisions to any budget category within the adopted balanced budget, so long as individual expenditure and/or revenue revisions are in keeping with the overall work program of the Conference.

(d) The Executive Committee may assume other responsibilities in keeping with their station and the efficient day to day operation of the Conference.

All matters relating to fiscal policy, organization or re-organization and/or public policy, as distinguished from matters of internal administration, shall be processed through the Executive Committee for their review and recommendation to the Conference. All matters of public policy as distinguished from matter of internal administration, procedures, practices and programming, shall have consent of member legislative bodies affected by such policy. The General Membership will be responsible for adopting, by Resolution, an annual budget and work program and setting forth appropriate policies to guide the Executive Committee's activities.

SECTION VII - COMMITTEES. Committees may be established and appointed by the Chair of the Conference to assist the Conference in the performance of its functions. Committees may be composed of Conference members, other elected or appointed official governmental employees or citizens with particular knowledge or talent to contribute to the work of the committee.

SECTION VIII - AMENDMENTS. These Bylaws may be amended at any regular or special meeting of the General Membership by a majority vote of members constituting a quorum; provided, however, that a copy of the proposed amendment has been mailed to each member at least fourteen (14) days prior to the meeting at which the vote to amend is taken.

Revised January 18, 1989
Revised September 20, 1989
Revised December 17, 1997
Revised December 13, 2000
Revised September 19, 2001
Revised March 20, 2002
Revised December 13, 2006
Revised October 17, 2007
Revised December 12, 2012

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

ITEM TITLE

Resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center

AGENDA NO.: New Business 4 (G)

AGENDA DATE: January 9, 2018

DEPARTMENT

Parks & Recreation Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

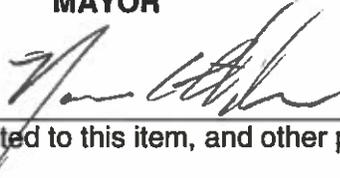
DEPARTMENT DIRECTOR REVIEW

Mike Carpenter, Parks & Recreation Director



CITY ADMINISTRATOR

MAYOR

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

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

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

Attached is the annual Site Use Agreement between People For People and the City of Grandview to provide food and nutrition services for area senior citizens. Traditionally, the noon meal program has offered a host of opportunities for our Parks and Recreation staff and volunteers to enhance lives with additional and meaningful recreation programs. In addition, the agreement includes a reimbursement provision for utility costs from People For People in the amount of \$425 per month. The City Attorney has had the opportunity to review and comment on the Agreement.

ACTION PROPOSED

Move resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center to a regular Council meeting for consideration.

RESOLUTION NO. 2018-___

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

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

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

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

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

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

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

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

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

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

1. People For People:

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

- e. Shall request permission in advance to use the said facilities and equipment in the event such use is needed outside the said time period.
- f. Shall plan and carry out the operation of the meal site without aid or intervention from the City.

2. The City:

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

3. Consideration:

- a. As consideration for the food services provided pursuant to this Agreement, People For People agrees to pay the City a base minimum of \$425.00 per month.
- b. The City will renegotiate with People For People the monthly base minimum, should the City determine that \$425.00 per month does not cover the increased utilities costs attributable to People For People's food preparation operations and services.

4. Amendments:

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

5. Term of Agreement:

The term of this Agreement shall commence on January 1, 2018, or as mutually scheduled and shall end on December 31, 2018.

6. Taxes and Assessments:

People For People shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement.

7. Insurance:

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

8. Non Discrimination:

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

9. Indemnification and Hold Harmless:

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

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

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

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

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

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

This paragraph nine (9) shall survive the termination of the Agreement.

10. Assignment:

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

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

11. Waiver of Breach:

The waiver by People For People or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

12. Severability:

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid; the remainder of the Agreement shall remain in full force and effect.

13. Integration:

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

14. Termination:

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

15. Notices:

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

THE CITY OF GRANDVIEW

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

PEOPLE FOR PEOPLE:

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

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

16. Payment:

Rent payments will be mailed to the following address:

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

17. Governing Law:

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

18. Venue:

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

THE CITY OF GRANDVIEW

PEOPLE FOR PEOPLE, a Washington
nonprofit corporation

By: _____
Norm Childress, Mayor

By: _____
Madelyn Carlson, CEO

Date: _____

Date: _____



TO: Mayor Childress
Grandview City Council
Cus Arteaga, City Administrator

FROM: Matthew Cordray, City Treasurer

DATE: January 3, 2018

SUBJECT: HOTEL/MOTEL TAXES TO CHAMBER OF COMMERCE

I have received accounting of the Chamber's 2017 tourism expenditures of the Hotel/Motel taxes remitted to them in and prior to 2017. My review of the expenditures included cancelled checks written on the Chamber's account and corresponding invoices for services or materials. The 2017 expenses claimed by the Chamber of Commerce are \$7,988.60.

City of Grandview Resolution 87-15, paragraph 3. Records. States "*The Chamber shall keep and provide all copies of any and all records, receipts, lists, descriptions and itemizations of expenses involved in the Chamber's activities in promoting and advertising the City of Grandview and encouraging tourism expansion upon request by the City.*"

There was sufficient evidence of invoice support for most checks written on the Tourism account. I've spoken with the Chamber representative and reminded them that having all supported documentation is required. I again relied heavily on past tourism activities of the Chamber of Commerce and the documentation of same. Expenses for 2017 were consistent with recent prior years. Audit of the claimed expenses resulted in an adjustment in the supported amount due the Chamber of Commerce. These adjustments were based on exclusion or duplication of backup.

Based on my review of the Chamber records, they are due the Hotel/Motel Taxes receipted by the City during 2017. That amount is \$1,774.22, to be processed by a Treasurer's check after Council's approval at the January 9, 2018 Committee-of-the-Whole meeting.

Grandview Chamber of Commerce
2017 Tourism Expenditures
City Treasurer's Audit Worksheet

Data provided by C. of C.

| Check No. | Date | Paid To | Purpose | Amount | "Tourism" | Invoice or Receipt | Audit & Review Notes |
|---------------|-----------|-----------------------|--|-----------------|-----------------|--------------------|------------------------------------|
| 3029 | 1/30/2017 | Bon Vino | Chamber auction - Dinner | 500.00 | 500.00 | Receipt | Copy of cancelled check & receipt |
| 3040 | 3/19/2017 | The Print Guys | Chamber auction - Supplies | 51.14 | 51.14 | Invoice | Copy of cancelled check & invoice |
| 3044 | 3/20/2017 | Carman McKinney | Chamber auction - Supplies & Decorations | 350.86 | 208.31 | Receipts | Copy of cancelled check & receipts |
| 3046 | 3/27/2017 | Bon Vino | Chamber auction - Dinner | 2,500.00 | 2,500.00 | Invoice | Copy of cancelled check & invoice |
| 3048 | 3/31/2017 | James Herriman | Chamber auction - Supplies & Prizes | 344.45 | 104.87 | Receipts | Copy of cancelled check & receipts |
| 3071 | 7/11/2017 | Yakima Valley Vinters | Tri-Member Social - Refreshments | 37.77 | 37.77 | Invoice | Copy of cancelled check & invoice |
| 3077 | 8/11/2017 | Tucker Kellogg | Car Show - Supplies | 204.55 | 204.55 | Invoice | Copy of cancelled check & invoice |
| 3078 | 8/11/2017 | GMC Training | Chamber awards banquet - Dinner | 1,200.00 | 1,200.00 | Invoice | Copy of cancelled check & invoice |
| 3081 | 8/21/2017 | Kimberly Shipley | Parade - Supplies | 12.94 | 12.94 | Invoice | Copy of cancelled check & invoice |
| 3086 | 10/6/2017 | Dawn Meyer | Car Show - Supplies & Prizes | 249.95 | 249.95 | Receipts | Copy of cancelled check & receipts |
| 3087 | 10/6/2017 | Mike Bradshaw | Car Show - Ad, Plaques & Prizes | 2,536.94 | 785.85 | Receipts | Copy of cancelled check & receipts |
| Total: | | | | 7,988.60 | 5,855.38 | | |

City can reimburse \$1,774.22

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

ITEM TITLE

AGENDA NO.: New Business 4 (I)

Resolution approving a Memorandum of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol Regarding Retirement Handgun Retention

AGENDA DATE: January 9, 2018

DEPARTMENT

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

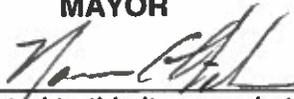
Police Department/City Administrator/Legal

DEPARTMENT DIRECTOR REVIEW

Police Chief Kal Fuller, City Administrator Cus Arteaga & City Attorney Quinn Plant

CITY ADMINISTRATOR

MAYOR

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

At the November 14, 2017 C.O.W. meeting, Police Chief Fuller requested approval to allow an officer who retires in good standing to be presented with their duty firearm upon retirement at no cost to them. Following discussion, Council directed the City Administrator, City Attorney and Police Chief to draft an agreement to allow an officer to retain his duty firearm upon retirement for consideration.

At the December 12, 2017 C.O.W. meeting, a Memorandum of Agreement between the City and Teamsters Local No. 760 Police Sergeants-Patrol allowing an officer with 20 years of service to the Grandview Police Department to keep their service handgun following retirement was presented for consideration. The Memorandum of Agreement was prepared by the City Attorney and reviewed by the Teamsters Representative. Following discussion, the C.O.W. referred the Memorandum of Agreement back to the City Attorney, Police Chief and City Administrator for revisions to address issues regarding the value on the handgun and transparency in the process of surplus the handgun to the retiring officer.

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.

Revisions to the Memorandum of Agreement included the following:

- The value of the handgun shall not exceed \$400.00. If the value of the handgun exceeds that amount, the retiring officer shall be given the option of reimbursing the City for the value over \$400.00 in order to obtain the weapon.
- The Mayor shall be notified of any proposed award by a written request from the Police Chief. Upon written approval by the Mayor, the Police Chief shall prepare a Notice of Surplus Property to be presented to the City Council.

ACTION PROPOSED

Move a resolution approving a Memorandum of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol Regarding Retirement Handgun Retention to a regular Council meeting for consideration.

RESOLUTION NO. 2018-____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF
GRANDVIEW AND TEAMSTERS LOCAL NO. 760 POLICE SERGEANTS-PATROL
REGARDING RETIREMENT HANDGUN RETENTION**

WHEREAS, the City of Grandview and the Teamsters Local No. 760 negotiated and agreed upon language allowing an officer with 20 years of service to the Grandview Police Department to keep their service handgun following retirement; and

WHEREAS, the parties have come to an agreement which has been reduced to writing; and

WHEREAS, the approval of said Memorandum of Agreement is in the best interest of the citizens of the City of Grandview,

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

The Memorandum of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol allowing an officer with 20 years of service to the Grandview Police Department to keep their service handgun following retirement is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign the Memorandum of Agreement, a copy of which is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into by and between the City of Grandview (hereinafter referred to as City) and the Teamsters Local No. 760 (hereinafter referred to as Union).

The purpose of this MOA is to modify Article 20 of the CBA to include negotiated and agreed-upon language allowing an officer with 20 years of service to the Grandview Police Department to keep their service handgun following retirement.

The CITY and the UNION agree to the following amendments to the current January 1, 2013, to December 31, 2018, CBA provisions:

1. ARTICLE 20 – UNIFORMS, EQUIPMENT & SAFETY

- 20.1 The Employer shall provide all regular employees with the required uniforms and equipment needed in the performance of his duties as determined by the Employer. In addition, the Employer shall also provide normal cleaning up to two (2) uniforms per week or additional cleaning to include extraordinary circumstances and maintenance & repair of items damaged or worn through normal use in the performance of departmental duties.
- 20.2 All protective clothing and safety equipment required of employees in the performance of their duties shall be purchased by and remain the property of the Employer. Upon quitting or discharge, all property of the Employer shall be returned to the Police Chief or his designee.
- 20.3 It shall be the responsibility of all employees to represent the City to the public in a manner which shall be courteous, efficient, and helpful. Personal appearance shall always be neat, with clean clothing and with hair and beards trimmed, in accordance with the Police Department Procedure Manual.
- 20.4 The Employer recognizes the need for the development of safe working practices for every employee and desires to promote on-the-job safety, encouraging the proper design and use of buildings, equipment and other devices. Safety equipment and clothing supplied by the Employer should be utilized by employees while engaged in all duties for the City of Grandview where practical or as directed by the Chief or his representative, and as prescribed by State and Federal laws regarding safety.
- 20.5 An officer in good standing who retires with more than 20 years of service may be allowed to keep a regular duty handgun that was assigned to him during that period. An award of a handgun shall only include one handgun that was assigned to that officer. At the City's discretion, a handgun

awarded to a retiring officer under this section may or may not be the handgun assigned to the officer at the time of his or her retirement. This provision is subject to and does not limit the City Council's authority to declare, and to decline to declare, any item of City property, including a handgun, to be surplus property of the City. Any transfers shall comply with any state or federal firearms laws applicable at that time.

20.6 The value of the handgun shall not exceed \$400.00. If the value of the handgun exceeds that amount, the retiring officer shall be given the option of reimbursing the City for the value over \$400.00 in order to obtain the weapon.

20.7 The Mayor shall be notified of any proposed award by a written request from the Police Chief. Upon written approval by the Mayor, the Police Chief shall prepare a Notice of Surplus Property to be presented to the City Council.

2. This MOA shall be effective upon signature by all parties.
3. This Agreement may be executed in counterpart and, when signed by all parties, shall be binding upon the parties. Transmission of this Agreement by email attachment (.pdf) and/or facsimile machine showing the original signature of a party shall be considered an original signature and be binding upon the signatory party. Triplicate originals of this Agreement shall be circulated for signature by all parties, so that each party has an original of this Agreement showing signatures of all parties.

City of Grandview:

Teamsters Local Union No. 760

Mayor Norm Childress

Leonard Crouch, Secretary-Treasurer

Date: _____

Date: _____

Represented by:

Quinn Plant,
City Attorney