

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
SPECIAL MEETING AGENDA
TUESDAY, APRIL 24, 2018**



COMMITTEE-OF-THE-WHOLE SPECIAL MEETING – 5:30 PM

PAGE

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
4. **NEW BUSINESS**
 - A. Prosser Memorial Hospital EMS Ambulance Levy Proposition – Tyler Platt, PMH Director of Emergency Services 1-22
 - B. Fire Department Additional Staffing Request
 - C. No parking on the south side of Fourth Street from Grandridge west to Avenue C 23-25
 - D. Washington State Department of Enterprise Services Interagency Agreement – Apollo Solutions Group Energy Savings Performance Contracting 26-37
 - E. Ordinance amending the 2018 Annual Budget 38-40
5. **OTHER BUSINESS**
6. **ADJOURNMENT**

2018 Revenue Proposal

PMH Medical Center - Emergency Medical Services

Emergency Medical Services

- BASIC LIFE SUPPORT (BLS) is a level of medical care which is used for victims of life-threatening illnesses or injuries until they can be given full medical care at a hospital. BLS Responders complete over 150 hours of classroom and practical education in trauma care, cardiac and stroke care, CPR, advanced first aid, child birth and basic medication administration.
- ADVANCED LIFE SUPPORT (ALS) is a higher level of care which involves invasive procedures such as IVs, advanced medications, heart pacing and advanced airways. ALS Responders received more than 3,000 hours of training in aggressive cardiac life support, pediatric life support, severe trauma and more than 200 other life-threatening medical conditions.

How Are These Services Paid For

Taxes

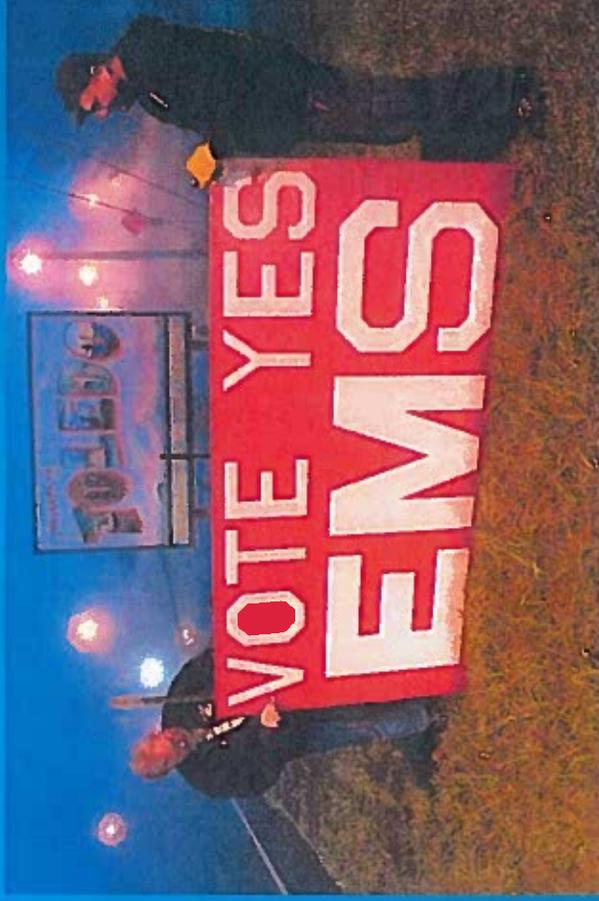


Contracts



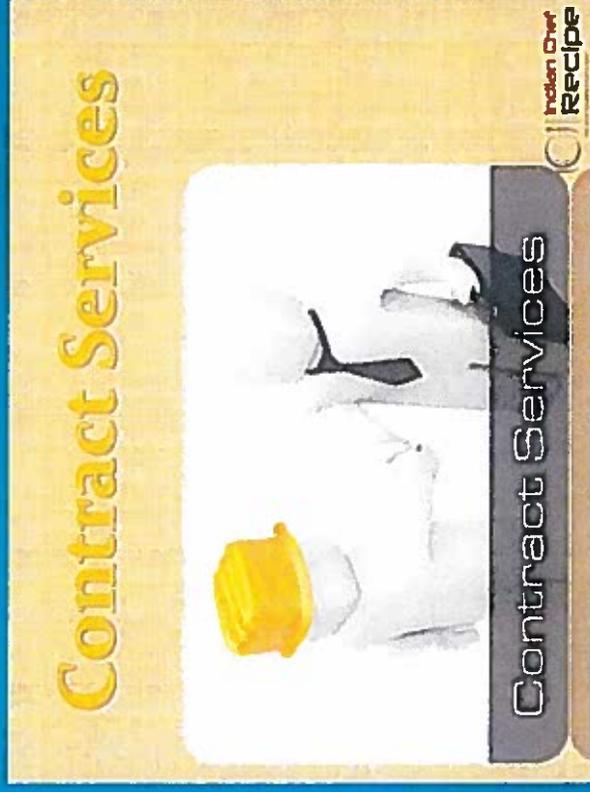
EMS Levy

- The first and most common method of revenue are taxes.
- Those that can collect are: counties, EMS service district, cities or towns, *public hospital districts*, fire protection districts, etc...
- Per RCW 84.52.069, the taxing district may collect up to fifty cents per thousand dollars of assessed value.



Contract For Services

- Another common option is a Contract for Service.
- Arlington Fire Department in the City of Arlington, WA contracts with local volunteer fire departments for either a fee, or a percentage of their EMS tax levy.
- This pays for ambulance services from this fire department to provide treatment and transport for these neighboring agencies.



Yakima County EMS



- The Yakima County Department of Emergency Medical Services and your local fire departments fund emergency medical services through a countywide EMS levy.
- A \$.25/\$1,000 of assessed value is collected for this levy annually.
- Yakima County has had a countywide EMS levy since 1991 when it was first voted on and approved by County voters.
- Since that time, three renewals of the levy have been passed, one in 1996, the second in 2002 and the third in 2013. The current levy is due to expire on December 31, 2023.

How Are The Funds Distributed?

- In Yakima County, 88.5% of the EMS levy is distributed among 21 fire departments to provide a revenue source for items such as apparatus, rescue units, medical and trauma supplies, rescue gear and tools, volunteer and full-time staffing, facilities and more.
- The other 11.5% is received by the Yakima County Department of EMS (EMS Office) which provides the annual training, required by all EMS providers, certification and recertification assistance, Medical Program Director, Quality Assurance & Improvement and administrative oversight.
- This EMS levy does not currently adequately fund emergency medical services in the area of Southeastern Yakima County (Mabton, Grandview, and portions of the county).

EMS Agencies For Southeastern Yakima County

- Volunteer Fire Departments:
 - Grandview Fire Department *Not transport capable*
 - First Responder
 - EMT (Basic Life Support)
 - Mabton Fire Department *Not transport capable*
 - First Responder
 - EMT (Basic Life Support)
 - Yakima County Fire District 5 *Not transport capable*
 - First Responder
 - EMT (Basic Life Support)
- PMH Medical Center (Prosser Public Hospital District) *Transporting agency*
 - EMT (Basic Life Support)
 - AEMT (Advanced)
 - Paramedic

PMH Medical Center - EMS Department

- PMH Medical Center, formally Prosser Memorial Hospital, has historically provided emergency medical services to its Benton County constituents since 2000.
- The tax payers of Prosser Public Hospital District in Benton County are paying for hospital services, including the EMS department. Currently at \$.35/\$1,000 of assessed value.
- In addition to its primary 911 response area of Benton County, PMH Medical Center has also been the primary EMS transporting agency for the southeastern portion of Yakima County (see attached legal description), and the cities of Grandview and Mabton.

EMS Levy 2008

- Since 2000 when PMH acquired the ambulance service from American Ambulance, they have operated in Yakima County without sufficient or continued reimbursement for such services.
- On July 31, 2008 the Board of Yakima County Commissioners adopted Ordinance No. 2-2008 which established an Emergency Medical Services District within the Southeast portion of Yakima County and the cities of Grandview and Mabton in order to provide a mechanism to adequately fund emergency medical services in the area.
- The ballot measure, Proposition 1, was voted on and although it won by popular vote, did not succeed by a supermajority.

Present Day

The EMS department of PMH Medical center has been operating at a loss of over half of a million dollars for a number of years. Currently \$672,000.

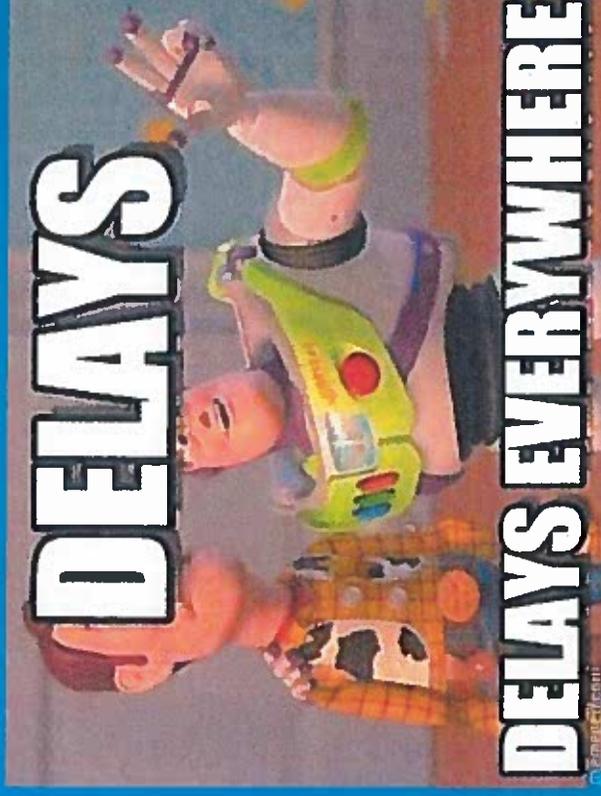
This deficit is a result of changes in payment methodologies by the federal government, ever increasing expenses, as well as not capturing other revenue sources such as Interfacility Transports (IFT).

The Benton County constituents have voiced their displeasure in paying for these services to exist in another county.



What Does All of This Mean?

- Without a substantial and continued source of revenue, PMH Medical Center may have to re-evaluate the automatic response to Yakima County.
- This will result in delayed or no response from PMH EMS
- In the past, Sunnyside Fire Department has not been willing or able to provide these services.
- American Medical Response is the next closest transporting agency located in Toppenish.



Solutions

- In an effort to improve the financial deficit, and continue to provide professional and reliable ambulance services to Yakima County, PMH Medical Center would like to explore increasing the existing tax levy, or enter into a contract for services.
- The levy would provide a substantial reduction in the deficit and justify our existence in Yakima County to the Benton County tax payers.
- A contract frees up the tax dollars for the local fire departments so that they may explore increasing the EMS levy to supplement their agencies.

How Much Does This Cost?

- If the taxpayers of Southeastern Yakima County agree to increase the existing EMS levy:
 - Median property value - \$126,993
 - \$.25/\$1,000 = \$32.50/year for a total of \$212,000 +/-
- Of the 861 ambulance responses to Yakima County, 549 are to the City of Grandview. This is 64% of the total responses to Yakima County.
- A contract for the City of Grandview would be 64%, \$135,680, of the total revenue that may be collected through an increase in the tax levy.

Summary

- PMH Medical Center - EMS Department is hurting financially.
- An ambulance service to Yakima County is being provided at no cost to those citizens.
- We love the Yakima County communities that we serve and want to continue this service.
- We need your support to continue to make this happen.

BOARD OF YAKIMA COUNTY COMMISSIONERS

IN THE MATTER OF CALLING AN EMS }
LEVY AUTHORIZATION ELECTION IN THE }
EMS DISTRICT FOR TAX YEARS 2009-2012 } RESOLUTION 355-2008

WHEREAS, the Board of Yakima County Commissioners established an Emergency Medical Services District in the southeastern portion of Yakima County, including the cities of Grandview and Mabton by the adoption of Ordinance No. 2-2008 on July 31, 2008; and,

WHEREAS, Chapter 200, Section 1 of the Laws of 1979, Extra Session, as amended, RCW 84.52.069, authorizes Emergency Medical Services Districts, with voter approval, to impose regular property tax levies on real and personal property within the district, at rates of up to fifty cents per thousand dollars of assessed value each year for six consecutive years, for the provision of emergency medical care or emergency medical services; and,

WHEREAS, Yakima County currently levies such taxes countywide, under the same authority, at the rate of twenty five cents per thousand dollars of assessed value, using the proceeds thereof to provide high quality emergency medical services to the people of Yakima County; and,

WHEREAS, the county levies will expire December 31, 2012; and,

WHEREAS, RCW 84.52.069 further provides that the EMS district levy is limited to the difference between the rate of the county levy and fifty cents and must expire concurrently with the county levy; and,

WHEREAS, the Prosser Hospital District ("PHD") has historically provided ambulance services with the boundaries of the EMS district, but, as a result of changes in payment methodologies by the federal government, the PHD no longer receives sufficient payment to maintain the level of services historically provided; and,

WHEREAS, the Board finds that a proposition to authorize regular property tax levies of twenty-five cents per thousand dollars of assessed value for tax years 2009-2012 should be submitted to the voters of the EMS district at the November 4, 2008 general election in order to fund ambulance services; now, therefore,

BE IT HEREBY RESOLVED that at the general election to be held November 4, 2008, there shall be placed before the voters of the Emergency Medical Services District a ballot proposition substantially as follows:

EMERGENCY MEDICAL SERVICE LEVIES:

The Board of Yakima County Commissioners adopted Resolution No. 355-2008 concerning a proposition to finance emergency medical care and emergency medical services. This proposition would authorize the Emergency Medical Services District to impose regular property tax levies of twenty-five cents per thousand dollars of assessed valuation (.25/\$1,000.00) or less, for collection in the four consecutive years beginning January 1, 2009, the proceeds to be used to provide ambulance services in the Emergency Medical Services District. Should this proposition be approved?

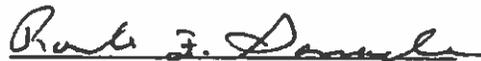
EMS LEVY Yes []
EMS LEVY No []

BE IT FURTHER RESOLVED that the Clerk of the Board of Yakima County Commissioners shall promptly transmit a copy of this resolution to the Yakima County Auditor, who shall conduct the election provided for herein, after giving such notice thereof as may be required by law.

DONE this 5th day of August 2008.

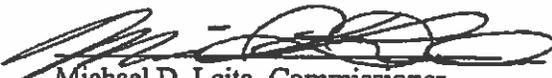


BOARD OF YAKIMA COUNTY COMMISSIONERS


Ronald F. Gamache, Chairman

EXCUSED

J. Rand Elliott, Commissioner


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

Attest:


Christina S. Steiner, Clerk of the Board

BOARD OF YAKIMA COUNTY COMMISSIONERS

ORDINANCE NO. 2-2008

AN ORDINANCE ESTABLISHING AN EMERGENCY MEDICAL SERVICES DISTRICT IN THE SOUTHEASTERN PORTION OF YAKIMA COUNTY, AND INCLUDING THE CITIES OF GRANDVIEW AND MABTON PURSUANT TO RCW 36.32.480.

WHEREAS, the Prosser Hospital District ("PHD") has historically provided emergency medical services in its primary 911 response area including the southeastern portion of Yakima County and the cities of Grandview and Mabton; and,

WHEREAS, as result of changes and payment methodologies by the federal government, the hospital district no longer receives sufficient payments to maintain the level of services that has been historically been provided; and,

WHEREAS, the Board of Yakima County Commissioners finds that it would be in the public interest to create an emergency medical services district in the southeastern portion of Yakima County and including the cities of Grandview and Mabton in order to provide a mechanism to adequately fund emergency medical services in the area; and,

WHEREAS, the city councils of Grandview and Mabton have approved the inclusion of the two cities within the emergency medical services district; now, therefore,

BE IT ORDAINED, by the Board of Yakima County Commissioners as follows:

Section 1. An emergency medical services district is hereby established within the boundaries described in Exhibit A attached hereto and incorporated herein by reference.

Section 2. This ordinance shall be effective immediately upon adoption by the Board of Yakima County Commissioners.

Adopted this 31st day of July, 2008.



Attest:

Christina Steiner

Christina Steiner
Clerk of the Board
Tiera L. Girard
Deputy Clerk of the Board

Ronald F. Gamache
Ronald F. Gamache, Chairman

J. Rand Elliott
J. Rand Elliott, Commissioner

Michael D. Leita
Michael D. Leita, Commissioner

Constituting the Board of County Commissioners
for Yakima County, Washington

LEGAL DESCRIPTION EMS DISTRICT BOUNDARY

EXHIBIT "A"

THAT PORTION OF YAKIMA COUNTY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WHERE THE EASTERLY EXTENSION OF THE SOUTHERLY RIGHT OF WAY LINE OF SHELLER ROAD INTERSECTS THE EAST BOUNDARY LINE OF YAKIMA COUNTY;
THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SHELLER ROAD TO THE EASTERLY RIGHT OF WAY LINE OF WEBSTER ROAD;
THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF WEBSTER ROAD TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 10 NORTH, RANGE 23 EAST, W.M.;
THENCE WESTERLY ALONG SAID NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 25 TO THE EAST QUARTER CORNER OF SECTION 26, TOWNSHIP 10 NORTH, RANGE 23 EAST, W.M.;
THENCE WESTERLY ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 26 TO THE EAST QUARTER CORNER OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 23 EAST, W.M.;
THENCE WESTERLY ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 27 TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 27;
THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 27 TO THE SOUTHERLY RIGHT OF WAY LINE OF FACTORY ROAD;
THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF FACTORY ROAD TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 23 EAST, W.M.;
THENCE SOUTH ALONG SAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 33 TO THE SOUTHERLY RIGHT OF WAY LINE OF EAST ALLEN ROAD;
THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF EAST ALLEN ROAD TO THE EASTERLY RIGHT OF WAY LINE OF RAY ROAD;
THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF RAY ROAD TO THE SOUTHERLY RIGHT OF WAY LINE OF EAST ALEXANDER ROAD;
THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF EAST ALEXANDER ROAD TO THE EASTERLY RIGHT OF WAY LINE OF BRADEN ROAD;
THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF BRADEN ROAD TO THE NORTHERLY RIGHT OF WAY LINE OF TEAR ROAD;
THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF TEAR ROAD TO THE EASTERLY LINE OF MABTON SUNNYSIDE ROAD;
THENCE SOUTHERLY TO THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 9 NORTH, RANGE 22 EAST, W.M.;
THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 12 TO THE WESTERLY RIGHT OF WAY LINE OF MIDVALE ROAD;
THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF MIDVALE ROAD TO THE SOUTHERLY RIGHT OF WAY LINE OF GREEN VALLEY ROAD;
THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF GREEN VALLEY ROAD TO THE WESTERLY LINE OF SECTION 21, TOWNSHIP 9 NORTH, RANGE 22 EAST, W.M.;
THENCE SOUTHERLY ALONG SAID WEST LINE OF SECTION 21 TO THE NORTH LINE OF SECTION 28, TOWNSHIP 9 NORTH, RANGE 22 EAST, W.M.;
THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 28 TO THE SOUTHERLY LINE OF STATE ROUTE 22;
THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE 22 TO THE WESTERLY RIGHT OF WAY LINE OF HALLMEYER ROAD;
THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF HALLMEYER ROAD TO THE SOUTHERLY RIGHT OF WAY LINE OF COLWASH ROAD;

THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COLWASH ROAD TO THE EASTERLY RIGHT OF WAY LINE OF WINNIER ROAD;
THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF WINNIER ROAD TO THE NORTH LINE OF SECTION 17, TOWNSHIP 8 NORTH, RANGE 22 EAST, W.M.;
THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 17 TO THE WEST LINE OF SAID SECTION 17;
THENCE SOUTHERLY ALONG SAID WEST LINE OF SECTION 17 TO THE CORNER COMMON TO SAID SECTION 17, AND SECTIONS 18, 19 AND 20 OF TOWNSHIP 8 NORTH, RANGE 22 EAST, W.M.;
THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 20 TO THE CORNER COMMON TO SAID SECTION 20, AND SECTIONS 19, 29 AND 30 OF TOWNSHIP 8 NORTH, RANGE 22 EAST, W.M.;
THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 30 TO THE NORTHWEST CORNER THEREOF, SAID CORNER BEING ON THE WEST LINE OF RANGE 22, W.M.;
THENCE SOUTH ALONG THE WEST LINE OF SAID RANGE 22 TO THE SOUTHEASTERLY BOUNDARY OF THE YAKAMA NATION RESERVATION;
THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY BOUNDARY OF THE YAKAMA NATION RESERVATION TO THE WEST LINE OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 21 EAST, W.M.;
THENCE SOUTHERLY ALONG SAID WEST LINE OF SECTION 12 TO THE CORNER COMMON TO SAID SECTION 12 AND SECTIONS 11, 13 AND 14 OF TOWNSHIP 7 NORTH, RANGE 21 EAST, W.M.;
THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 13 TO THE CORNER COMMON TO SAID SECTION 13 AND SECTIONS 14, 23 AND 24 OF TOWNSHIP 7 NORTH, RANGE 21 EAST, W.M.;
THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 24 TO THE CORNER COMMON TO SAID SECTION 24 AND SECTIONS 23, 25 AND 26 OF TOWNSHIP 7 NORTH, RANGE 21 EAST, W.M.;
THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 25 TO THE CORNER COMMON TO SAID SECTION 25 AND SECTIONS 26, 35 AND 36 OF TOWNSHIP 7 NORTH, RANGE 21 EAST, W.M.;
THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 36 TO THE SOUTH LINE OF YAKIMA COUNTY;
THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF YAKIMA COUNTY TO THE SOUTHEAST CORNER THEREOF;
THENCE NORTHERLY ALONG THE EAST LINE OF YAKIMA COUNTY TO THE POINT OF BEGINNING.

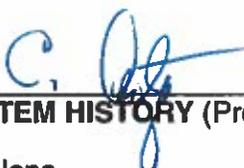
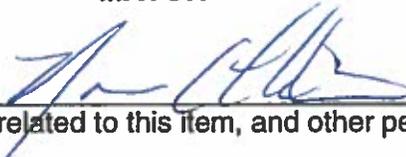
**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE	AGENDA NO.: New Business 4 (C)
No parking on the south side of Fourth Street from Grandridge west to Avenue C	AGENDA DATE: April 10, 2018

DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Public Works & Police Departments	

DEPARTMENT DIRECTOR REVIEW

Cus Arteaga, City Administrator/Public Works Director & Kal Fuller, Police Chief

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.

There is an area on West Fourth Street from Grandridge west to Avenue C that is zoned M-1 Light Industrial with multi-family residential to the west and single family residential to the north. The proposed property is owned by Danny Day d/b/a Sun Fair Marketing. In addition, the Welch Plant #2 is located across the street on Grandridge from this location.

We are receiving numerous complaints from residential residents regarding trucks parking along West Fourth Street, trucks parked and running late into the night, and trucks driving into the residential area. Some of the complaints assume that it is Mr. Day's business causing the problem and have requested the Police Department look into this ongoing problem.

Police Chief Fuller, Assistant Public Works Director Marty Groom and I met with Mr. Day on April 2, 2018, to discuss the truck problems with the hopes of arriving at a solution that would help reduce and/or eliminate this new problem.

Mr. Day assured us that it isn't any of his trucks because he has plenty of area to park trucks in his fenced compound. He recommended the City consider posting no-parking along this area and to paint the curb yellow to help eliminate the truck parking problem. He felt that this was the best solution as the truck parking situation is also causing his business problems because his employees have to continue to request drivers to move their trucks from blocking his driveway entrances so that Sun Fair Marketing can conduct their operations. Mr. Day even offered to pay for the paint and labor to help solve this problem.

The Grandview Municipal Code would need to be revised in order for the Police Department to enforce a parking issue. If Council supports the recommendation, staff would prepare an ordinance amending the Grandview Municipal Code to include this section of roadway as "no parking".

ACTION PROPOSED

Recommend that Council approve the recommendation of making the south side of West Fourth Street from Grandridge west to Avenue C as “no parking” and authorize staff to prepare an ordinance amending the Grandview Municipal Code for consideration at the next regular Council meeting.



Grandridge Rd

Z

W 5th St

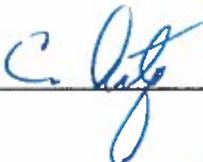
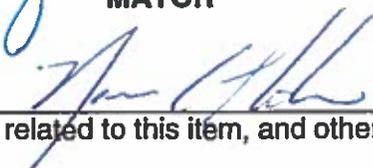
W 4th St

W 3rd St

25

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

ITEM TITLE Washington State Department of Enterprise Services Interagency Agreement – Apollo Solutions Group Energy Savings Performance Contracting	AGENDA NO.: New Business 4 (D) AGENDA DATE: April 24, 2018
DEPARTMENT Public Works	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW	
Cus Arteaga, City Administrator	
CITY ADMINISTRATOR 	MAYOR 

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

At the April 10, 2014 C.O.W. meeting, Scott Lewis, Business Development Account Manager with Apollo Solutions Group (ASG) provided a presentation on energy savings performance contracting. He explained that performance contracts were guaranteed and could be self-funded through energy and operational cost savings derived from implementing proposed facility improvement measures, utility incentives and energy grants. To utilize these services, the City would enter into an Interagency Agreement (IAA) with the Washington State Department of Enterprise Services (DES).

City Administrator Arteaga explained that the staff was considering alternative energy options such as solar panels at the Wastewater Treatment Plant which could be funded through a DES grant.

Following discussion, the C.O.W. directed staff to present an Interagency Agreement with the Department of Enterprise Services at a future C.O.W. meeting for consideration.

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 Department of Enterprise Services provided a sample of the IAA that would be generated if the City decided to work with the DES energy program.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign an Interagency Agreement with the Washington State Department of Enterprise Services choosing Apollo Solutions Group as the City's Energy Savings Company (ESCO) for consideration at the next regular Council meeting.

RESOLUTION NO. 2018-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF
GRANDVIEW AND WASHINGTON STATE DEPARTMENT OF
ENTERPRISE SERVICES**

WHEREAS, the City of Grandview desires to utilize the Department of Enterprise Services Energy Program to develop and manage energy saving performance contracts that help reduce energy and operational costs pertaining to City facilities, in accordance with the terms and provisions of the Interagency Agreement; and,

WHEREAS, Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies,

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

The Interagency Agreement between the City of Grandview and Washington State Department of Enterprise Services and the City of Grandview is approved and the Mayor is authorized to execute said agreement on behalf of 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

State of Washington ENERGY PROGRAM Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	INTERAGENCY AGREEMENT	
	IAA No.: _____ Tririga No. _____	
___ client agency ___ address ___, WA ___	Effective Date: _____	

INTERAGENCY AGREEMENT

BETWEEN

_____ client agency

AND

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

Pursuant to RCW Chap. 39.34, this Interagency Agreement (“Agreement”) is made and entered into by and between the State of Washington acting by and through the Energy Program of the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and ___, client agency a Washington State governmental agency (“Client Agency”) and is dated and effective as of ___. use effective date listed above

RECITALS

- A. Enterprise Services, through its Energy Program (“Energy Program”), helps owners of public facilities reduce energy and operational costs. The Energy Program is a national leader in developing and managing energy savings performance contracts that help reduce energy and operational costs pertaining to publicly-owned facilities.
- B. Upgrading to energy efficient infrastructure helps reduce long-term operations and maintenance costs. This allows owners to be better financial stewards while achieving their mission, so that Washington is a better place to live, learn, and work.
- C. Acting as the owner’s advocate, the Energy Program delivers professional expertise and contract management services. By leveraging capital investments, owners can achieve efficiencies, improve facilities, and yield carbon reductions in their publicly-owned facilities. The Energy Program also creates value to owners by managing risk through guaranteed total project costs, equipment performance, and energy savings.
- D. Client Agency, an owner of a public facility, desires to contract with Energy Program to access and obtain certain Energy Program Services.
- E. The purpose of this Agreement is to establish a vehicle for the Energy Program to provide future energy/utility conservation project management services to Client Agency and to authorize the development of the energy services proposal in a cost-effective, efficient manner as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this Agreement is ___ enter duration of agreement here, i.e. three (3) years, commencing ___, 2017, same as effective date above and ending ___, 2022. enter the appropriate year

2. **STATEMENT OF WORK; COMPENSATION.** Energy Program shall provide the following services, for the following compensation, to Client Agency.
 - a. **SERVICES.** Upon request by Client Agency, and amendment to this Agreement to specify the individual Energy/Utility Conservation Project(s), Enterprise Services shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the Project Management Services set forth in Attachment A and the Measurement & Verification Services set forth in Attachment C. Unless otherwise specified, Energy Program shall be responsible for performing all fiscal and program responsibilities as set forth herein.

 - b. **COMPENSATION.** Compensation under this Agreement shall be by amendment to this Agreement for each authorized project. Each amendment shall include a payment schedule for the specific project.
 - i. **Project Management Services (Attachment A):** For Project Management Services provided by Energy Program, Client Agency shall pay Enterprise Services a project management fee for services based on the total project value per the project management fees schedule set forth in Attachment B.

 - ii. **Termination Fee:** If Client Agency, after authorizing an investment grade audit and energy services proposal, decides not to proceed with an energy/utility conservation project that meets Client Agency's cost effective criteria, then the Client Agency will be charged a termination fee as set forth in Attachment B. The termination fee shall be based on the estimated total project value outlined in the energy services proposal prepared by the ESCO.

 - iii. **Measurement & Verification Services (Attachment C):** If Measurement and Verification Services beyond the first three years following the Notice of Commencement of Energy Services are requested by Client Agency, Client Agency shall pay Energy Program \$2,000.00 annually for each year that such Measurement and Verification Services are provided.

 - c. **PAYMENT FOR ESCO SERVICES.** In the event that Client Agency authorizes Energy Program to contract with an ESCO, pursuant to an Enterprise Services Master Energy Services Agreement for ESCO Services, Client Agency shall make payment for such contracted services directly to the ESCO, after Energy Program has reviewed, verified, and sent such invoices to Client Agency for payment.

- d. **FURTHER ASSURANCES.** Client Agency shall provide the Energy Services Company (ESCO) with any additional necessary or desired contract language to comply with Client Agency's obligations pertaining to its use of federal, state, or other grants, funding restrictions, or unique contract/entity requirements. The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.
- e. **MANAGING COMPLIANCE WITH STATE AND FEDERAL LAW.** In all ESCO project agreements pertaining to this Agreement, the Energy Program will require ESCO compliance with applicable federal and state laws and state policies including, but not limited to, the following:
 - 1. RCW Title 39 and 43
 - 2. ADA Requirements
 - 3. Buy America
 - 4. Davis-Bacon
 - 5. Prevailing Wage
 - 6. DBE Participation
 - 7. Apprentice Participation

The Energy Program will collect and provide the weekly-certified payroll to Client Agency. Client Agency, however, shall remain responsible for any documentation required by Client Agency's funding source. All federal verification, investigation, survey, reporting and enforcement requirements when there is a possible violation shall remain the responsibility of the federal grant recipient (Client Agency) unless negotiated by the Energy Program and added by amendment to this Agreement. In the event that the Energy Program becomes aware of a possible violation, it will notify the Client Agency.

3. INVOICES; BILLING.

- a. **BILLING PROCEDURE.** Energy Program shall submit a single invoice to the Client Agency upon substantial completion of each authorized project, unless a project specified a special billing condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy cost savings issued by the ESCO. Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number. Energy Program will invoice for any remaining services within sixty (60) days of the expiration or termination of this Agreement.
- b. **PAYMENT PROCEDURE.** Client Agency shall pay all invoices received from Energy Program within ninety (90) days of receipt of properly executed invoice vouchers.
- c. **BILLING DETAIL.** Each invoice submitted to Client Agency by Energy Program shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this Agreement and include the following:
 - The date(s) such services were provided
 - Brief description of the services provided
 - Total invoice amount

d. BILLING ADDRESS. Invoices shall be delivered to Client Agency electronically to:

Email: _____

4. AGREEMENT MANAGEMENT. The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement, each of whom shall be the principal contact for business activities under this Agreement. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: _____ name
Energy Project Manager
Energy Program
Washington Dept. of Enterprise Services
PO Box 41476
Olympia, WA 98504-1476
Tel: (____) ____ - ____
Email: _____

Client Agency

Attn: _____ name
_____ title
_____ agency
_____ address
_____, WA _____
Tel: (____) ____ - ____
Email: _____

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

The Client Agency representative shall be responsible for working with Energy Program, approving billings and expenses submitted by Energy Program, and accepting any reports from Energy Program.

The Energy Program representative shall be the contact person for all communications regarding the conduct of work under this Agreement.

5. RECORDS RETENTION.

a. AGREEMENT AVAILABILITY. Prior to its entry into force, this Agreement shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.

b. RECORDS RETENTION. Each party shall each maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such

records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- c. **PUBLIC INFORMATION.** This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.
6. **RESPONSIBILITY OF THE PARTIES.** Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.
7. **DISPUTE RESOLUTION.** The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties hereto.
8. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

9. GENERAL PROVISIONS.

- a. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable law.
- b. **INTEGRATED AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- c. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- d. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- f. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- g. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Agreement, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- h. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Agreement in their entirety.
- i. **CAPTIONS & HEADINGS.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- j. **ELECTRONIC SIGNATURES.** A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

k. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

___ client agency

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

BY: _____

By: _____

Name: _____

Name: Roger A. Wigfield

Title: _____

Title: Energy Program Manager

IAA energy agreement

ATTACHMENT A – OF WORK

Energy/Utility Conservation Projects

PROJECT MANAGEMENT SERVICES

Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this Agreement.

1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for an ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
9. Assist with final project acceptance.
10. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and approve ESCO invoice vouchers for payment by the Client Agency.
11. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B – FEE SCHEDULE

____ use biennium, i.e. 2017-19 Interagency Reimbursement Costs
for Project Management Fees to Administer Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000.....	\$68,800.....	25,700
4,000,001.....5,000,000.....	67,700.....	25,400
3,000,001.....4,000,000.....	66,700.....	25,000
2,000,001.....3,000,000.....	62,500.....	23,400
1,500,001.....2,000,000.....	58,300.....	21,800
1,000,001.....1,500,000.....	51,600.....	19,300
900,001. ... 1,000,000.....	43,800.....	16,400
800,001.....900,000.....	41,300.....	15,400
700,001.....800,000.....	38,300.....	14,400
600,001.....700,000.....	36,500.....	13,700
500,001.....600,000.....	33,800.....	12,600
400,001.....500,000.....	30,200.....	11,300
300,001.....400,000.....	25,800.....	9,700
200,001.....300,000.....	20,700.....	7,700
100,001.....200,000.....	14,400.....	5,400
50,001.....100,000.....	7,800.....	3,500
20,001.....50,000.....	4,200.....	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum Energy Program termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by Enterprise Services' Energy Program.
2. Termination fees cover the selection and project management costs associated with managing an ESCO's investment grade audit and energy services proposal. No termination fee will be charged unless the client agency decided not to proceed to construction based on an energy services proposal that identifies projects that met the Client Agency's cost effectiveness criteria.
3. If the project meets the Client Agency's cost effectiveness criteria and the Client Agency decides not to move forward with a project, then the Client Agency will be invoiced per Attachment B Termination or \$25,700 whichever is less. If the Client Agency decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the Client Agency's established cost effectiveness criteria, then there is no cost to the Client Agency and no further obligation by the Client Agency.

ATTACHMENT C – SCOPE OF WORK

Energy/Utility Conservation Projects

MEASUREMENT & VERIFICATION SERVICES

Statewide Energy Performance Contracting Program

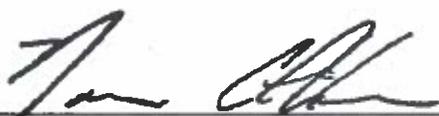
If requested, Energy Program will provide the following measurement and verification services for each year beyond the first three years following the Notice of Commencement of Energy Savings by the ESCO for the specific Client Agency project:

1. Review the ESCO's annual Measurement and Verification (M&V) report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and approve any ESCO invoice vouchers for payment by the Client Agency.
2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and the Client Agency that may impact achieved energy savings.
3. Attend a meeting or meetings with the Client Agency and the ESCO to review and discuss the annual M&V report.

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

ITEM TITLE Ordinance amending the 2018 Annual Budget	AGENDA NO.: New Business 4 (E) AGENDA DATE: April 24, 2018
DEPARTMENT City Treasurer	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW
Matthew Cordray, City Treasurer 

CITY ADMINISTRATOR 	MAYOR 
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ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)
Staff monitoring and review of fund and department budgets has identified budget accounts to be amended. An ordinance will be prepared to provide for the amending of the 2018 Annual Budget to accommodate the changes in sources and uses.

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.
By Fund the highlights of the budget changes are:
CURRENT EXPENSE FUND: Increase appropriations for advertising within Economic Development. Net effect is a decrease in estimated ending fund balance.

ACTION PROPOSED
Move Ordinance amending the 2018 Annual Budget to the next regular Council meeting for consideration.

ORDINANCE NO. 2018-_____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2018 ANNUAL BUDGET**

WHEREAS, the original 2018 estimated beginning fund balances and revenues do not reflect available budget sources; and

WHEREAS, there are necessary and desired changes in uses and expenditure levels in the funds; and

WHEREAS, there are sufficient sources within the funds to meet the anticipated expenditures.

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

Section 1. That the 2018 annual budget be amended to reflect the changes presented in Exhibit A.

Section 2. That the City Administrator is authorized and directed to adjust estimated revenues, expenditures and fund balances reflecting the determined changes.

Section 3. This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

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

PUBLICATION:
EFFECTIVE:

Exhibit A

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
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Current Expense Fund

Original 2018 Budget	1,417,850	5,864,435	6,584,360	697,925	7,282,285
Amendment Amount			2,500	(2,500)	-
Amended Total	1,417,850	5,864,435	6,586,860	695,425	7,282,285