

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, OCTOBER 9, 2018**



**REGULAR MEETING – 7:00 PM**

**PAGE**

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PRESENTATIONS**
  - A. Friends of the Rose Garden
4. **PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
5. **CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
  - A. Minutes of the September 25, 2018 Committee-of-the-Whole meeting 1-3
  - B. Minutes of the September 25, 2018 Council meeting 4-6
  - C. Payroll Check Nos. 10550-10579 in the amount of \$26,247.05
  - D. Payroll Electronic Fund Transfers (EFT) Nos. 59982-59987 in the amount of \$83,715.44
  - E. Payroll Direct Deposit 9/16/18 – 9/30/18 in the amount of \$101,257.73
  - F. Claim Check Nos. 116138-116217 in the amount of \$141,924.85
6. **ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
  - A. Resolution No. 2018-41 approving the Grandview Museum Mission and Vision Statements 7-14
  - B. Resolution No. 2018-42 authorizing the Mayor to sign the 2019 Interlocal Corrections/ Detention Agreement with Yakima County 15-27
  - C. Ordinance No. 2018-14 amending Chapter 5.04 of the Grandview Municipal Code to comply with Laws of 2017, Engrossed House Bill 2005, Chapter 209 28-33
7. **UNFINISHED AND NEW BUSINESS**
8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**
9. **MAYOR & COUNCILMEMBER REPORTS**
10. **ADJOURNMENT**

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE MEETING MINUTES  
SEPTEMBER 25, 2018**

**1. CALL TO ORDER**

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

**2. ROLL CALL**

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

Absent was Councilmember Javier Rodriguez.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Parks & Recreation Director Gretchen Chronis, Police Chief Kal Fuller and City Clerk Anita Palacios.

**3. PUBLIC COMMENT – None**

**4. NEW BUSINESS**

**A. Resolution approving the Grandview Museum Mission and Vision Statements**

Present on behalf of the Museum Board was Ray Vining, Chair.

Parks & Recreation Director Chronis explained that the Grandview Museum has no recent record of a document depicting Museum's mission and vision statements. The only known bylaws were dated back to circa 1969. The Grandview Museum Board prepared a document that reflected the mission and visions statements for the new Grandview Museum facility.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Mendoza, the C.O.W. moved a resolution approving the Grandview Museum Mission and Vision Statements for consideration at the October 9, 2018 regular Council meeting.**

**B. Resolution authorizing the Mayor to sign the 2019 Interlocal Corrections/ Detention Agreement with Yakima County**

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

would continue to allow prisoners to be temporarily housed with Yakima County. The 2018 Interlocal Agreement was reviewed as to form by the City Attorney.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign the 2019 Interlocal Corrections/ Detention Agreement with Yakima County for consideration at the October 9, 2018 regular Council meeting.**

**C. Ordinance amending Chapter 5.04 of the Grandview Municipal Code to comply with Laws of 2017, Engrossed House Bill 2005, Chapter 209**

City Clerk Palacios explained that the Washington State Legislature enacted Engrossed House Bill ("EHB") 2005 during the 2017 regular session. EHB 2005 required certain municipalities in Washington, including the City of Grandview, to adopt a model business license ordinance set forth in the legislation no later than January 1, 2019. In order to comply with ESB 2005, it was necessary to amend Chapter 5.04 of the Grandview Municipal Code relating to business licenses to incorporate provisions of the model ordinance.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Mendoza, the C.O.W. moved an ordinance amending Chapter 5.04 of the Grandview Municipal Code to comply with Laws of 2017, Engrossed House Bill 2005, Chapter 209 for consideration at the October 9, 2018 regular Council meeting.**

**7. OTHER BUSINESS**

Elm and Fir Street Sidewalk Improvements – City Administrator Arteaga reported that the Elm and Fir Street Sidewalk Improvement project was underway. Construction should be completed by the end of October 2018.

No Rhyme or Reason Country Flea Market – City Administrator Arteaga reported that the "No Rhyme or Reason" Country Flea Market was scheduled for October 5-7 at Country Park. The Public Works maintenance staff was preparing the grounds for the event.

Fall Sewer Rodding and Catch Basin Maintenance – City Administrator Arteaga reported that the Public Works maintenance staff was completing the fall sewer rodding and catch basin maintenance.

Sewer Truck Main Replacement – City Administrator Arteaga reported that the City was awarded a \$750,000 Community Development Block Grant from the Department of Commerce for sewer trunk main replacement project. The City Engineers were working on the design of the project and maintenance videos of the sewer main were being conducted. City Engineers were also preparing the application for submittal to the Department of Ecology for construction funding.

SVID Drain and City Stormwater–West Fifth Street Area – Councilmember Brewer requested the City Engineers research all potential problems that could arise with the improvement of the stormwater system in the West Fifth Street area.

Retail Recruitment Services – Councilmember Mendoza reported that she attended the last Chamber of Commerce meeting and advised of the City’s retail recruitment efforts.

Hallett Property on Euclid – City Administrator Arteaga reported that he was working with Ray Hallett regarding the private utilities (street and sewer lift station) on his property adjacent to Euclid Road. Mr. Hallett was considering deeding the private utilities to the City for future maintenance.

**8. ADJOURNMENT**

The C.O.W. meeting adjourned at 6:55 p.m.

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Mayor Norm Childress

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
SEPTEMBER 25, 2018**

**1. CALL TO ORDER**

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

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

Absent was Councilmember Javier Rodriguez.

**On motion by Councilmember Moore, second by Councilmember McDonald, Council excused Councilmember Rodriguez from the meeting.**

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

**2. PLEDGE OF ALLEGIANCE**

Police Chief Fuller led the pledge of allegiance.

**3. PRESENTATIONS**

**A. Introduction of New Animal Control Officer**

Police Chief Fuller introduced Kodiak Ashley, the new Animal Control Officer with the Yakima Humane Society.

**4. PUBLIC COMMENT – None**

**5. CONSENT AGENDA**

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

- A. Minutes of the September 10, 2018 Council special meeting**
- B. Minutes of the September 11, 2018 Committee-of-the-Whole meeting**
- C. Minutes of the September 11, 2018 Council meeting**
- D. Payroll Check Nos. 10534-10549 in the amount of \$80,700.79**
- E. Payroll Electronic Fund Transfers (EFT) Nos. 59976-59980 in the amount of \$78,398.53**
- F. Payroll Direct Deposit 9/1/18 – 9/15/18 in the amount of \$102,842.98**
- G. Claim Check Nos. 116034-116137 in the amount of \$250,003.15**

**6. ACTIVE AGENDA**

**A. Ordinance No. 2018-13 amending the 2018 Annual Budget**

This item was previously discussed at the August 28, 2018 special C.O.W. meeting, August 28, 2018 Council meeting, September 10, 2018 special Council meeting and September 11, 2018 C.O.W. meeting.

**On motion by Councilmember Mendoza, second by Councilmember Everett, Council approved Ordinance No. 2018-13 amending the 2018 Annual Budget.**

**B. Resolution No. 2018-39 authorizing the Mayor to sign a Professional Services Agreement between the City of Grandview and NaviRetail, LLC., for retail recruitment services**

This item was previously discussed at the September 10, 2018 special Council meeting and September 11, 2018 C.O.W. meeting.

**On motion by Councilmember Everett, second by Councilmember Moore, Council approved Resolution No. 2018-39 authorizing the Mayor to sign a Professional Services Agreement between the City of Grandview and NaviRetail, LLC., for retail recruitment services.**

**C. Resolution No. 2018-40 authorizing the Mayor to sign the Lease Agreement renewal with Baker Commodities, Inc.**

This item was previously discussed at the September 11, 2018 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember McDonald, Council approved Resolution No. 2018-40 authorizing the Mayor to sign the Lease Agreement renewal with Baker Commodities, Inc.**

**7. UNFINISHED AND NEW BUSINESS**

October 23, 2018 C.O.W. and Council Meetings Rescheduled – City Administrator Arteaga advised that the IACC Conference was scheduled for October 23–25, 2018 in Wenatchee and Mayor Childress and himself were registered to attend. He recommended the October 23, 2018 C.O.W. and Council meetings be rescheduled to Monday, October 22, 2018 to accommodate their attendance at the conference.

**On motion by Councilmember Souders, second by Councilmember Mendoza, Council agreed to reschedule the C.O.W. and Council regularly scheduled meeting of Tuesday, October 23, 2018 to Monday, October 22, 2018 to accommodate the Mayor and City Administrator’s attendance at the IACC Conference.**

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

**9. MAYOR & COUNCILMEMBER REPORTS – None**

**10. ADJOURNMENT**

**On motion by Councilmember Mendoza, second by Councilmember Moore, Council adjourned the regular meeting at 7:20 p.m.**

\_\_\_\_\_  
Mayor Norm Childress

\_\_\_\_\_  
Anita Palacios, City Clerk

**RESOLUTION NO. 2018-41**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING THE GRANDVIEW MUSEUM MISSION AND VISION STATEMENTS**

**WHEREAS**, the new Grandview Museum opened for public use in the winter of 2017; and,

**WHEREAS**, the Grandview Museum Mission and Vision Statements have been recommended by the Grandview Museum Board; and

**WHEREAS**, the City Council finds and determines that approving the Grandview Museum Mission and Vision Statements recommended by the Grandview Museum Board for the Grandview Museum is in the best interest of the residents of the City of Grandview and will promote the general health, safety and welfare;

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

The Grandview Museum Mission and Vision Statements in the form as is attached hereto and incorporated herein by reference are hereby approved.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on October 9, 2018.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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



## **The Grandview Museum Mission & Vision Statements**

**The Grandview Museum is a non-profit, city owned institution in the service of society and its development. It is open to the public. The Grandview Museum acquires, conserves, researches, communicates and exhibits the tangible and intangible heritage of humanity and its environment for the purposes of education, study and enjoyment. The geographic area of interest corresponds to the area of the Grandview School District.**



**Mission and Values of the City of Grandview are the basis for the Mission and Values of the Grandview Museum.**



## **Slogan**

**Preserving the past for a better  
tomorrow.**



## **Core Beliefs**

- We are Productive.**
- We take Responsibility.**
- We act with Integrity.**
- We serve with Dedication.**
- We are Efficient.**



## **Vision**

**The Grandview Museum will help provide residents with enjoyable lifetime education opportunities and is an excellent facility to enjoy leisure time.**

**Our museum celebrates diversity.**

**The Grandview Museum encourages pride in Grandview.**



## **Goals**

- ★Develop into a quality interactive museum.**
- ★To be the curators of Grandview's past.**
- ★To involve the community in both enjoying the exhibits and in helping to develop exhibits.**



## **Mission**

**To operate the museum for the betterment of the citizens of Grandview.**

**RESOLUTION NO. 2018-42**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE 2019 INTERLOCAL CORRECTIONS/  
DETENTION AGREEMENT WITH YAKIMA COUNTY**

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

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

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

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

The Mayor is hereby authorized to enter into the 2019 Interlocal Corrections/Detention Agreement with Yakima County in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on October 9, 2018.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**2019 INTERLOCAL  
CORRECTIONS/DETENTION AGREEMENT**

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

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

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

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

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

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

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

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

4. **Charges and Other Services.**

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

In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale according to **Attachment A**. If for some reason, an agreement between the City and County cannot be reached by January 1, 2019, but incarceration of prisoners is desired, the daily rate shall be applied retroactively to January 1, 2019 once the parties reach an agreement. This daily rate is established for 2019. Yakima County reserves the right to increase the daily rate with the understanding that they will provide the City of Grandview ninety (90) days written notification prior to said increase.

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

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

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

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

**5. Prisoner Delivery and Notification.**

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

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

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

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

**6. Booking Procedure.** Prisoners will be booked by Department of Corrections personnel according to the procedures and policies of the Department of Corrections by completing for each such prisoner an appropriate booking sheet

with a copy to be provided to the arresting agency if requested. Prisoner's personal property will be held by the County and handled in the same manner as property of its own prisoners. Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which an inmate is entitled. The County shall provide this information to the City/Town upon request within forty-eight (48) hours of receipt of the request. Requests shall only be made between 8:00 a.m. and 5:00 p.m. on weekdays. Requests shall not be made on County holidays.

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

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

9.1 The City/Town agrees to hold harmless, indemnify, and defend the County, its selected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to a claim of false arrest or detention) which result from or arise out of the sole negligence of the City/Town, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City/Town services, duties and obligations under this Agreement.

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

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

10. **Medical.**

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

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

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

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

12. **Jail Industries.** The County has a number of internal programs, which may be of benefit to the City/Town. These programs include Commissary, Meal Service, and Work Crews. In the event the City/Town wishes to utilize any of these programs, the County and City/Town shall have the ability to negotiate cost for use.
13. **Implementation.** The Director of the Yakima County Department of Corrections and the City/Town's Designee shall be jointly responsible for implementation and proper administration of this Agreement. In addition, will refer problems of implementation to the governing bodies of the County and City/Town for resolution if necessary.
14. **Termination.** Termination of this Agreement by either party may be accomplished on ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners.
15. **Duration of Agreement.** This agreement will renew annually for up to five (5) years (December 31, 2023) unless there is written notification from one party to the other that they wish to terminate the contract at the end of the current calendar year. Such notification will be sent to the receiving party no later than October 1<sup>st</sup> of the current year.
16. **Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.
17. **Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national original, sex, sexual orientation, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et. Seq.). In the event of the violation of this provision, the other party may terminate this agreement immediately.
18. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Yakima County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Yakima County stated herein.
19. **Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

20. **Severability.** If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
21. **Integration.** This written document constitutes the entire Agreement between the City and Yakima County. There are no other oral or written Agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.
22. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Grandview Police Department  
Kal Fuller, Police Chief  
207 West 2<sup>nd</sup> Street  
Grandview, WA 98930

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

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

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.
24. **Arbitration.** In the event an inter-local correction/detention agreement for calendar year 2019 is desired by both parties but the parties cannot agree upon the terms of the agreement by March 31, 2019 the new agreement shall automatically be submitted to binding arbitration as provided herein. Specifically, the parties shall attempt to name a single arbitrator by April 15, 2019. In the event that the parties cannot agree on a single arbitrator by said time, each party shall appoint one arbitrator by April 30, 2019. The two appointed arbitrators shall then mutually agree on a third arbitrator to chair the arbitration panel. The arbitration panel shall thereafter decide the dispute by majority rule and render a written decision within fourteen (14) calendar days of the arbitration hearing.

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

**CITY OF GRANDVIEW**

\_\_\_\_\_  
Mayor/City Manager

Approved as to form this  
\_\_\_\_ day of \_\_\_\_\_

Attest:

\_\_\_\_\_  
Rachel Michael  
Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
Stefanie Weigand,  
Senior Deputy Prosecuting Attorney

**BOARD OF YAKIMA COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
Ron Anderson, Chairman

\_\_\_\_\_  
Michael D. Leita, Commissioner

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

## Attachment A

### YAKIMA COUNTY INTERLOCAL CORRECTIONS AGREEMENT - 2019

#### Local Detention/Correction Rates:

##### Daily Housing:

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

In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale. Intensive Management Inmates (IMI) who have serious medical, mental health or behavioral conditions and require special housing or treatment, as determined by the County will be housed at a rate of \$98.35. The IMI population will be used in the (MADP) rate calculation listed below for all other inmate:

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$57.65
126-150	\$58.65
101-125	\$59.65
76-100	\$60.65
51-75	\$61.65
26-50	\$62.65
0-25	\$63.65

#### Billing Detail:

Fractionalized Billing per current practice.

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## ATTACHMENT B

### MEDICAL ACCEPTABILITY

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

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

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

**ORDINANCE NO. 2018-14**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING CHAPTER 5.04 OF THE GRANDVIEW MUNICIPAL CODE TO COMPLY  
WITH LAWS OF 2017, ENGROSSED HOUSE BILL 2005, CHAPTER 209**

**WHEREAS**, the Washington State Legislature enacted Engrossed House Bill ("EHB") 2005 during the 2017 regular session; and

**WHEREAS**, EHB 2005 requires certain municipalities in Washington, including the City of Grandview, to adopt a model business license ordinance set forth in the legislation no later than January 1, 2019; and

**WHEREAS**, in order to comply with ESB 2005, it is necessary to amend Chapter 5.04 of the Grandview Municipal Code relating to business licenses to incorporate provisions of the model ordinance;

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

**Section 1.** Grandview Municipal Code Section 5.04.010, Business license required, which currently reads as follows:

**5.04.010 Business license required.**

All businesses are required to be licensed except as hereinafter provided. No person shall operate a business within the limits of the City of Grandview for which a license is required or a license fee provided without first obtaining such a license and paying such fee. All such licenses shall be issued annually, shall be effective for one year or fraction thereof, and shall expire on the thirty-first day of December of each year.

The City shall not issue a license to any business, or for the conduct of any business activity, that does not comply with any local or state law or regulation.

**is hereby amended to read as follows:**

**5.04.010 Business license required.**

A. All businesses engaging in business within the City of Grandview are required to be licensed except as hereinafter provided. No person shall operate a business within the limits of the City of Grandview for which a license is required or a license fee provided without first obtaining such a license and paying such fee.

B. Any person or business whose annual value of products, gross proceeds of sale, or gross income of the business in the City of Grandview is equal to or less than \$2,000 and who does not maintain a place of business within the City of Grandview shall be exempt from the general business license requirements of this chapter. This exemption does not apply to regulatory license requirements or activities that require a specialized permit.

C. All such licenses shall be issued annually, shall be effective for one year or fraction thereof, and shall expire on the thirty-first day of December of each year.

D. The City shall not issue a license to any business, or for the conduct of any business activity, that does not comply with any local or state law or regulation.

**Section 2.** A new Grandview Municipal Code Section 5.04.015, Definitions, is enacted to read as follows:

**5.04.015 Definitions.**

A. The term “engaging in business” means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.

B. This section sets forth examples of activities that constitute engaging in business in the City, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimus business activities in the City without having to pay a business license fee. The activities listed in this section are illustrative only and are not intended to narrow the definition of “engaging in business” in subsection (A). If an activity is not listed, whether it constitutes engaging in business in the City shall be determined by considering all the facts and circumstances and applicable law.

C. Without being all inclusive, any one of the following activities conducted within the City by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license:

1. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the City.
2. Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the City.
3. Soliciting sales.
4. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
5. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

6. Installing, constructing, or supervising installation or construction of, real or tangible personal property.

7. Soliciting, negotiating, or approving franchise, license, or other similar agreements.

8. Collecting current or delinquent accounts.

9. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

10. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

11. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

12. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

13. Training or recruiting agents, representatives, independent contractors, brokers or others domiciled or operating on a job in the City, acting on its behalf, or for customers or potential customers.

14. Investigating, resolving, or otherwise assisting in resolving customer complaints.

15. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

16. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

D. If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the City, but the following, it need not register and obtain a business license:

1. Meeting with suppliers of goods and services as a customer.

2. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.

3. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of director member or attendee engaging in business such as a member of a board of directors who attends a board meeting.

4. Renting tangible or intangible property as a customer when the property is not used in the City.

5. Attending, but not participating in a "trade show" or "multiple vendor events". Persons participating at a trade show shall review the City's trade show or multiple event ordinances.

6. Conducting advertising through the mail.

7. Soliciting sales by phone from a location outside the City.

E. A seller located outside the City merely delivering goods into the City by means of common carrier is not required to register and obtain a business license, provided that it engages in no other business activities in the City. Such activities do not include those in subsection (D).

The City expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the license fee under the law and constitutions of the United States and the State of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.

**Section 3.** Grandview Municipal Code Section 5.04.020, Exemptions, which currently reads as follows:

**5.04.020 Exemptions.**

The provisions of this chapter shall not apply to the following:

A. Suppliers who do not have a place of business in the City and who engage solely in wholesale selling to licensed retailers;

B. Any fraternal, charitable or social corporation or organization whose purpose is charitable and nonprofit, other than those operating pursuant to Chapter 69.51A RCW;

C. Any religious organization or church, or other religious assemblage;

D. Any person who is, by the laws of the United States of America or the state of Washington, exempt from such tax, other than those operating pursuant to Chapter 69.51A RCW;

E. Any municipality or political subdivision of the United States or the state of Washington;

F. Vendors in a temporary bazaar or community fair for which a master license has been given to the sponsor thereof.

**is hereby amended to read as follows:**

**5.04.020 Exemptions.**

The provisions of this chapter shall not apply to the following:

A. Any fraternal, charitable or social corporation or organization whose purpose is charitable and nonprofit, other than those operating pursuant to Chapter 69.51A RCW;

B. Any religious organization or church, or other religious assemblage;

C. Any person who is, by the laws of the United States of America or the State of Washington, exempt from such tax, other than those operating pursuant to Chapter 69.51A RCW;

D. Any municipality or political subdivision of the United States or the State of Washington;

E. Vendors in a temporary bazaar or community fair for which a master license has been given to the sponsor thereof.

**Section 4.** Except as set forth herein, all other provisions of Chapter 5.04 Grandview Municipal Code remain unchanged.

**Section 5.** This ordinance shall be in full force and effect five days after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on October 9, 2018.

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**APPROVED AS TO FORM:**

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**CITY ATTORNEY**

**PUBLICATION: 10/10/18**  
**EFFECTIVE: 10/15/18**