

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 25, 2020**



REGULAR MEETING – 7:00 PM

PAGE

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE** – Zayden Villalba, 4th grade student from Harriet Thompson Elementary
3. **PRESENTATIONS**
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 February 11, 2020 Committee-of-the-Whole meeting 1-3
 - B. Minutes of the February 11, 2020 Council meeting 4-5
 - C. Payroll Check Nos. 11513-11529 in the amount of \$95,996.22
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 60284-60288 in the amount of \$82,106.03
 - E. Payroll Direct Deposit 2/1/20-2/15/20 in the amount of \$103,642.66
 - F. Claim Check Nos. 119389-119468 in the amount of \$177,614.73
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. Ordinance No. 2020-3 amending the 2020 Annual Budget 6-8
 - B. Resolution No. 2020-8 authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments for the Shoreline Master Program Plan Update 9-17
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
FEBRUARY 11, 2020**

1. CALL TO ORDER

Mayor Gloria Mendoza 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 Mendoza and Councilmembers Gay Brewer, David Diaz, Bill Moore and Javier Rodriguez.

Absent were: Councilmembers Mike Everett, Diana Jennings and Joan Souders.

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

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Ordinance amending the 2020 Annual Budget

City Treasurer Cordray explained that staff monitoring and review of fund and department budgets during the first month of 2020 identified numerous budget accounts to be amended. An ordinance was prepared to provide for the amending of the 2020 Annual Budget to accommodate the changes in sources and uses. By Fund the highlights of the budget changes were:

- Current Expense Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.
- E.M.S. Fund: Reduction of estimated beginning fund balance with equal change in estimated ending fund balance.
- Yakima Co. Law & Justice Tax Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.
- Street Fund: Increased estimated beginning fund balance. Increased revenues for DOE Grant Stormwater Project and TIB Grant Stover Road Resurfacing. Increased appropriations for Stormwater Improvements, Complete Streets and Stover Road Resurfacing. Net effect was an increase in estimated ending fund balance.
- Transportation Benefit District Fund: Increased estimated beginning fund balance. Increased appropriations for Stormwater Improvements and Stover Road Resurfacing. Net effect was a decrease in estimated ending fund balance.
- Cemetery Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.
- Capital Improvement Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.
- Water/Sewer Fund: Increased estimated beginning fund balance. Decrease revenues for DOE Loan Sewer Trunk Main. Increased appropriations for 21" Sewer Main-Design/Environmental. Net effect was an increase in estimated ending fund balance.

- Irrigation Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.
- Solid Waste Fund: Reduction of estimated beginning fund balance with equal change in estimated ending fund balance.
- Equipment Rental Fund: Increased estimated beginning fund balance. Increased appropriations for Machinery & Equipment. Net effect is a decrease in estimated ending fund balance.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved an ordinance amending the 2020 Annual Budget to the February 25, 2020 regular Council meeting for consideration.

B. Ordinance amending Grandview Municipal Code Section 10.24.025 Speed Limit-Wine Country Road

Police Chief Fuller explained that on April 9, 2019, Council unanimously passed Ordinance No. 2019-4 amending Grandview Municipal Code Section 10.24.025 Speed Limit-Wine Country Road. That ordinance placed the 25 mph to 35 mph transition point at about Higgins Way on West Wine Country Road. Public comments on the ordinance have questioned the change and requests have been made to undo it. To lessen the perceived impact of the change, the 25/35 mph transition point could be moved from Higgins Way back eastward to the Stover Road intersection on West Wine Country Road. The current ordinance read: "The maximum speed for travel by vehicles on West Wine Country Road from the west city limits to 2,500 feet east of the west city limits shall be 35 miles per hour" The proposed ordinance read: "The maximum speed for travel by vehicles on West Wine Country Road from the west city limits to the Stover Road intersection shall be 35 miles per hour"

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. tabled an ordinance amending Grandview Municipal Code Section 10.24.025 Speed Limit-Wine Country Road to the February 25, 2020 C.O.W. meeting for further consideration.

C. Resolution authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments for the Shoreline Master Program Plan Update

City Administrator Arteaga explained that Shoreline Master Programs (SMPs) were local land-use policies and regulations that guide use of Washington shorelines. SMPs applied to both public and private uses for Washington's more than 28,000 miles of lake, stream, wetland, and marine shorelines. They protect natural resources for future generations, provide for public access to public waters and shores, and plan for water-dependent uses. The Washington State Department of Ecology (DOE) reviews and approves SMPs for local governments and provides guidance and technical assistance to help governments develop their SMPs. DOE works with local governments to help create and update these SMPs to ensure they comply with the State Shoreline Management Act and State Shoreline Master Program Guidelines. More than 260 cities and counties have SMPs. They were an important

tool for wise management of these precious and valuable areas. The City's SMP was codified under Grandview Municipal Code Chapter 18.100 Shorelines. On July 12, 2019, the City received a letter from the DOE advising of the next rounds of periodic review of SMPs and offering the City a grant in the amount of \$16,800 to help fund the update. He presented a Shoreline Master Program Periodic Review Scope of Work on a form provided by DOE. The form included a list of tasks, the amount of those tasks and the City contact person. He also presented a Scope of Work and Estimate for Services with the Yakima Valley Conference of Governments to assist the City in completing the update.

Discussion took place.

On motion by Councilmember Brewer, second by Councilmember Rodriguez, the C.O.W. moved a resolution authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments for the Shoreline Master Program Plan Update to the February 11, 2020 regular Council meeting for consideration.

D. Ambulance Service Information

Ambulance service information was distributed to the Council for discussion at the February 25, 2020 C.O.W. meeting.

5. OTHER BUSINESS – None

6. ADJOURNMENT

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

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
FEBRUARY 11, 2020**

1. CALL TO ORDER

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

Present were: Mayor Mendoza and Councilmembers Gay Brewer, David Diaz, Bill Moore and Javier Rodriguez.

Absent were: Councilmembers Mike Everett, Diana Jennings and Joan Souders.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council excused Councilmembers Everett, Jennings and Souders from the meetings.

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

2. PLEDGE OF ALLEGIANCE

Kaden Alexander, 5th grade student from McClure Elementary, led the pledge of allegiance.

3. PRESENTATIONS – None

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

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

- A. Minutes of the January 28, 2020 Committee-of-the-Whole meeting**
- B. Minutes of the January 28, 2020 Council meeting**
- C. Payroll Check Nos. 11482-11512 in the amount of \$29,483.41**
- D. Payroll Electronic Fund Transfers (EFT) Nos. 60272-60277 in the amount of \$104,468.46**
- E. Payroll Direct Deposit 1/16/20-1/31/20 in the amount of \$126,370.37**
- F. Claim Check Nos. 119287-119388 in the amount of \$234,523.28**

6. ACTIVE AGENDA

- A. Resolution No. 2020-6 authorizing the Mayor to sign a lease with the Yakima Valley Fair and Rodeo Board**

This item was previously discussed at the January 28, 2020 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Moore, Council approved Resolution No. 2020-6 authorizing the Mayor to sign a lease with the Yakima Valley Fair and Rodeo Board.

B. Resolution No. 2020-7 approving Task Order No. 2020-01 with HLA Engineering and Land Surveying, Inc., for the Stover Road Resurfacing Project from East Stover Road to Colleen's Way

This item was previously discussed at the January 28, 2020 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Diaz, Council approved Resolution No. 2020-7 approving Task Order No. 2020-01 with HLA Engineering and Land Surveying, Inc., for the Stover Road Resurfacing Project from East Stover Road to Colleen's Way.

7. UNFINISHED AND NEW BUSINESS – None

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

AWC Priority Bill on Local Transportation Revenue Options – City Administrator Arteaga reported that the Association of Washington Cities (AWC) was lobbying for SB 6652 to increase local revenue options to support and fund city and county transportation systems.

9. MAYOR & COUNCILMEMBER REPORTS

YVCOG General Membership Meeting – Councilmember Moore reported that the YVCOG General Membership Meeting was scheduled for February 19th in Selah.

Las Vegas Retail Conference – Mayor Mendoza, Councilmember Everett and City Administrator Arteaga were scheduled to attend the Las Vegas Retail Conference in May 2020.

Team Building – Mayor Mendoza shared information on her vision and effective team building for the growth of the City.

10. ADJOURNMENT

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

Mayor Gloria Mendoza

Anita Palacios, City Clerk

ORDINANCE NO. 2020-3

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2020 ANNUAL BUDGET**

WHEREAS, the original 2020 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 2020 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 February 25, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 2/26/20
EFFECTIVE: 3/2/20

Exhibit A

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

Original 2020 Budget	1,275,960	5,591,340	6,465,330	401,970	6,867,300
Amendment Amount	85,000			85,000	85,000
Amended Total	1,360,960	5,591,340	6,465,330	486,970	6,952,300

E.M.S. Fund

Original 2020 Budget	179,420	159,400	333,860	4,960	338,820
Amendment Amount	(3,000)			(3,000)	(3,000)
Amended Total	176,420	159,400	333,860	1,960	335,820

Yakima Co. Law & Justice Tax

Original 2020 Budget	203,890	303,000	371,100	135,790	506,890
Amendment Amount	30,000			30,000	30,000
Amended Total	233,890	303,000	371,100	165,790	536,890

Street Fund

Original 2020 Budget	295,690	683,500	843,990	135,200	979,190
Amendment Amount	100,000	257,000	307,000	50,000	357,000
Amended Total	395,690	940,500	1,150,990	185,200	1,336,190

TBD Fund

Original 2020 Budget	238,185	184,500	117,375	305,310	422,685
Amendment Amount	7,000		30,000	(23,000)	7,000
Amended Total	245,185	184,500	147,375	282,310	429,685

Cemetery Fund

Original 2020 Budget	131,230	156,300	232,950	54,580	287,530
Amendment Amount	4,000			4,000	4,000
Amended Total	135,230	156,300	232,950	58,580	291,530

Capital Improvement Fund

Original 2020 Budget	162,510	102,200	128,000	136,710	264,710
Amendment Amount	11,000			11,000	11,000
Amended Total	173,510	102,200	128,000	147,710	275,710

Water/Sewer Fund

Original 2020 Budget	11,176,540	11,750,005	10,614,170	12,312,375	22,926,545
Amendment Amount	723,000	(590,000)	13,000	120,000	133,000
Amended Total	11,899,540	11,160,005	10,627,170	12,432,375	23,059,545

Exhibit A Continued

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
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Irrigation Fund					
Original 2020 Budget	157,985	497,200	563,640	91,545	655,185
Amendment Amount	16,000			16,000	16,000
Amended Total	173,985	497,200	563,640	107,545	671,185

Solid Waste Fund					
Original 2020 Budget	674,265	1,170,930	1,138,440	706,755	1,845,195
Amendment Amount	(9,000)			(9,000)	(9,000)
Amended Total	665,265	1,170,930	1,138,440	697,755	1,836,195

Equipment Rental Fund					
Original 2020 Budget	1,906,290	538,000	848,090	1,596,200	2,444,290
Amendment Amount	130,000		140,000	(10,000)	130,000
Amended Total	2,036,290	538,000	988,090	1,586,200	2,574,290

RESOLUTION NO. 2020-8

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICE AGREEMENT
WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS FOR THE
SHORELINE MASTER PROGRAM PLAN UPDATE**

WHEREAS, the City of Grandview wishes to enter into a Professional Service Agreement with the Yakima Valley Conference of Governments to update the Shoreline Master Program Plan.

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

The Mayor is hereby authorized to sign a Professional Service Agreement with the Yakima Valley Conference of Governments 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 February 25, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF GRANDVIEW, WA
PROFESSIONAL SERVICE AGREEMENT – SHORELINE MASTER PLAN UPDATE

THIS CONTRACT, entered into this 1st day of January, 2020 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of Grandview, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by Gloria Mendoza, Mayor, hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. Services to be Provided by the Parties:

- a. The Conference shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance:

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be June 30, 2021.

3. Consideration:

The City shall reimburse the Conference in accordance with the Budget described in Attachment #1 of the contract for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount to be reimbursed by the City exceed the sum of \$10,674.00. Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement.

4. Records:

The Conference agrees to maintain such records and follow such procedures as may be required as the City may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Conference for a period of three years after final audit of the City's project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period of record retention.

The City and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records, and books of the Conference involving transactions related to this local program and contract.

5. Relationship:

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

6. Suspension, Termination, and Close Out:

If the Conference fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract in the manner specified herein:

- a. Suspension - If the Conference fails to comply with the terms and conditions of this contract, or whenever the Conference is unable to substantiate full compliance with provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Conference or its authorized representative. The suspension will remain in full force and effect until the Conference has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Conference or its authorized representative during the period of suspension will be allowable under the contract except:
- (1) Reasonable, proper, and otherwise allowable costs which the Conference could not avoid during the period of suspension;
 - (2) If upon investigation, the Conference is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed; and
 - (3) In the event all or any portion of the work prepared or partially prepared by the Conference be suspended, abandoned, or otherwise terminated, the City shall pay the Conference for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

b. Termination for Cause - If the Conference fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- (1) The lack of compliance with the provisions of this contract is of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
- (2) The Conference has failed to take satisfactory action as directed by the City or its authorized representative within the time period specified by same;
- (3) The Conference has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then,

The City may terminate this contract in whole or in part, and thereupon shall notify the Conference of the termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the Conference. After this effective date, no charges incurred under any terminated portions of the Scope of Work are allowable.

c. Termination for Other Grounds - This contract may also be terminated in whole or in part:

- (1) By the City, with the consent of the Conference, or by the Conference with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
- (2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- (3) In the event the City fails to pay the Conference promptly or within sixty (60) days after invoices are rendered, the City agrees that the Conference shall have the right to consider said default a breach of this agreement and the duties of the Conference under this agreement terminated. In such event, the City shall then promptly pay the Conference for all services performed and all allowable expenses incurred; and
- (4) The City may terminate this contract at any time giving at least ten (10) days notice in writing to the Conference. If the contract is terminated for convenience of the City as provided herein, the Conference will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications:

The City may require changes or modifications in the Scope of Work to be performed hereunder. Such changes, including any decrease or increase in the amount of compensation therefore, which are mutually agreed upon by the City and the Conference shall be incorporated in written amendments to this contract.

8. Personnel:

The Conference represents that they have, or will secure at their own expense, all personnel required in order to perform under this contract. Such personnel shall not be employees of, or have a contractual relationship to the City.

All services required hereunder will be performed by the Conference or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

9. Assignability:

The Conference shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or novation), without prior written consent of the City thereto: provided, however, that claims for money by the Conference from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City by the Conference.

10. Reports and Information:

The Conference shall furnish the City such periodic reports as the City may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential:

All of the reports, information, data, etc., prepared or assembled by the Conference under this contract are confidential and the Conference agrees that they shall not be made available to any individual or organization without prior written approval of the City unless otherwise subject to public records laws.

12. Copyright:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Conference.

13. Compliance with Local Laws:

The Conference shall comply with all applicable laws, ordinances, and codes of the state and local government and the Conference shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974:

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Interest of Members of the City:

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this contract; and the Conference shall also take appropriate steps to assure compliance.

17. Interest of Other Public Officials:

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Conference shall take appropriate steps to assure compliance.

18. Interest of Consultant and Employees:

The Conference covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Conference further covenants that in the performance of this contract, no person having such interest shall be employed.

19. Audits and Inspections:

The City and State Auditor or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and part of the project and this contract, by whatever legal and reasonable means are deemed expedient by the City and the State Auditor.

20. Hold Harmless:

The Conference agrees to indemnify and hold harmless the City, appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Conference's and its agents' negligent performance of work associated with this agreement. The Conference shall not be liable for property and bodily injury that may result from the negligence of any construction contractor or construction subcontractor.

This agreement contains all terms and conditions agreed to by the City and the Conference. The Attachments to this agreement are identified as follows:

Attachment #1, Scope of Work, consisting of 2 pages.

IN WITNESS WHEREOF, the City and the Conference have executed this contract agreement as of the date and year last written below.

CITY OF GRANDVIEW
WASHINGTON

YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

by _____
Gloria Mendoza, Mayor

by _____
James A. Restucci, Chair

ATTEST:

ATTEST:

by _____
City Clerk

by _____
Secretary

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

by _____
Attorney for _____

For YVCOG Use Only:

BARS # _____

_____ GL Revenue Code List

_____ Revenue Balance spreadsheet

_____ Vision Financials

_____ Salaries & Fringe spreadsheet

_____ Copy Code / Copier

_____ Project Ledger

**Grandview Shoreline Master Program Periodic Update
YVCOG Scope of Work and Estimate for Services**

	Tasks	Estimated Hours		
		<u>Planner</u>	<u>GIS</u>	<u>Est. Cost</u>
Shoreline Master Plan Update				
<i>Project Oversight: Coordination, Management and Adminstration</i>	1. Coordinate with Washington State Department of Ecology throughout the SMP review process	8		\$656
	2. Coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and indian tribes throughout the SMP review process	8		\$656
	3. Conduct project manament activities including compliance with state statues and rules, project schedule, adhereto scope of work, timelines and due dates	4		\$328
	4. Submit quarterly progress reports and close out	4		\$328
	<i>Subtotal Hours and Cost</i>	24		\$1,968
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<i>Public Participation Plan</i>	1. Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistenet with WAC 173-26-090.	5		\$410
	2. Conduct public participation activities	8		\$656
	<i>Subtotal Hours and Cost</i>	12		\$1,066
<hr/>				
<i>Review Shoreline Master Program and Draft Revisions</i>	1. Review amendments to Chapter 9058 RCW and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance.	15	10	\$2,050
	2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program plocies and regulations remain consisten with them..	6		\$492
	3. Document the consistency analysis to support proposed changes to the Shorelien Master Program of Finding of Adequacy	5		\$410
	4. Conduct additional analysis deemed necessary to address local circumstantes, new information or improved data	10		\$820
	5. Draft revised SMP goals, policies and regulations or prepare findings of adequacy.	4		\$328

	Tasks	Estimated Hours		
		<u>Planner</u>	<u>GIS</u>	<u>Est. Cost</u>
<i>Subtotal Hours and Cost</i>		40		\$4,100
<i>Draft final SMP or Finding of Adequacy</i>	1. Provide draft SMP to city staff for review, and revise as needed.	4		\$328
	2. Prepare SEPA review and conduct process	4		\$328
	3. Conduct public review process	4		\$328
	4. Present draft SMP to Planning Commission.	3		\$246
	5. Revise as needed to reflect staff/Planning Commission comments.	2		\$164
	6. Present draft SMP to City Council.	4		\$328
	7. Assemble complete SMP final draft amendment or Finding of Adequacy as approved by City.	4		\$328
	<i>Subtotal Hours and Cost</i>		25	0
Admin staff		15		\$990
Mileage				\$450
Copies and mailing				\$50
TOTAL				\$10,674

NOTES:

1. Grandview's Periodic Update Shoreline Master Program due June 30, 2021
2. Time estimates assume interaction with Grandview staff to gather data and review draft materials. Timely completion of tasks is dependent upon timely provision of requested information and review of materials by Grandview staff.
3. Timelines for completion of these tasks will be dependent upon availability of Grandview staff for responses and Planning Commission/City Council schedules.
4. Hours to staff meetings include meeting preparation and travel to/from Grandview.
5. Cost estimates per task include benefits and indirect costs.