



**TOPPENISH CITY COUNCIL  
REGULAR MEETING AGENDA  
FEBRUARY 27, 2023 – 7:00 P.M.**

TELEVISED LIVE ON MIDVALLEY TELEVISION  
SPECTRUM CABLE CHANNEL 194

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**1. REGULAR SESSION CALL TO ORDER**

Pledge of Allegiance/Roll Call/Welcome

**2. APPROVE AGENDA**

**3. PROCLAMATION**

- a. Honoring Top-Hi Wildcats Boys & Girls Wrestling Teams, Team Coaches, and Volunteer Coaches for each Team Winning a 2023 State Wrestling Championship Title

**4. PUBLIC COMMENT**

The City Council welcomes public attendance at Council meetings. This meeting is for the conduct of regular City business. At this time, citizen comments and inquiries about agenda business or general City matters are encouraged. If you wish to address the City Council, please stand or raise a hand so you can be called upon. After you are recognized, please come forward to the lectern, state your name, and address for the public record. Your remarks must be limited to three minutes or less. Please use the microphone.

**5. CONSENT AGENDA**

All matters on the consent agenda have been provided to each Councilmember for review and are considered to be routine or have been previously discussed and will be adopted by one motion and vote without discussion. However, if a Councilmember desires, any item on this agenda will be discussed before any action is taken on it.

- a. Approve Minutes of the February 13, 2023, Regular Meeting  
b. Approve Payroll Checks Numbers 36113 through 36125 and electronic transfers in the total amount of \$304,001.15 dated February 21, 2023  
c. Approve Claims Checks Numbers 96755 through 966818, and EFTAP327 in the total amount of \$531,978.55 dated February 27, 2023

**6. NEW BUSINESS**

- a. AB 23-012: Resolution 2023-09, Approve First Amendment to Hospital Services Agreement  
b. AB 23-013: Resolution 2023-10, Approve Taser Equipment Surplus

**7. COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS**

**8. CITY MANAGER REPORT**

**9. ADJOURNMENT**

**NEXT COUNCIL MEETING WILL BE HELD ON MARCH 6, 2023**

*PROCLAMATION HONORING THE  
TOP-HI WILDCATS BOYS & GIRLS WRESTLING TEAMS,  
TEAM COACHES AND VOLUNTEER COACHES  
FOR EACH TEAM WINNING A  
2023 STATE WRESTLING CHAMPIONSHIP TITLE*

**Agenda Item  
3a**

***WHEREAS**, twenty-one young men of the Toppenish High School Boys Wrestling Team participated in the 2023 State Wrestling Championship Tournament at Tacoma, including Steve Romero, Adan Estrada, Noah Rodriguez, Justyce Zuniga, David Venancio, Marcos Torrez, Ruben Rios, Kiyanno Zuniga, Jose Gatica, Jermiah Zuniga, Zeb Piel, Seth Ordaz, Teodoro Rios, Armando John, Fabricio Alvarez, Kaiden Kintner, Adam Garcia, Josh Luna, Darrell Leslie Jr., Anthony Nava, Miguel Camacho, and*

***WHEREAS**, seventeen young women of the Toppenish High School Girls Wrestling Team participated in the 2023 State Wrestling Championship Tournament at Tacoma, including Mia Zuniga, Sophia Torrez, Adalyne Montiel, Mayan Riojas, Vania Diego, Kendra Perez, Natalie Pinon, Sara Ortega Gonzalez, Ruby Rose Clark, MaryAnn Reyes, Islah Alcalá, Ruby Rodriguez-Rios, Bethsabée Juárez, Jocelyn Velasco, Makayla Torres, Charlene Underwood, Ariana Rivas, and*

***WHEREAS**, both teams succeeded from the dedicated efforts of team coaches Jose Pepe Segovia, Austin Kintner, Andy Aguilera, Zechariah Romero, Jennifer Gonzalez, Sergio Weecho Morales, Michael Zuniga; and volunteer coaches Mike Torrez, Anthony Zuniga, Rocco Clark, Jefferson Stancliffe, Jacob Mortensen, Abel Nava, David Escamilla, and*

***WHEREAS**, the achievement of these Toppenish Wildcats demonstrates that team spirit, diligence, and “will do” attitude brings forth personal success and wins championships, and*

***WHEREAS**, these Top-Hi Wildcats Boys & Girls Wrestling Teams have won 2023 State Wrestling Championship Titles, bringing positive local and state-wide attention to themselves, their school, and the entire Toppenish community and has given us greater pride in our youth,*

***NOW THEREFORE**, we hereby give recognition to the outstanding athletic achievement of these young men, young women, team coaches, and volunteer coaches by proclaiming February 27, 2023, through March 3, 2023 to be:*

**“TOP-HI WILDCATS BOYS & GIRLS WRESTLING WEEK”**

*we encourage the Toppenish community to congratulate these young men, young women, team coaches and volunteer coaches for their successes winning 2023 State Wrestling Championship Titles and bringing these honors home.*

*THE OFFICE OF THE MAYOR, I have hereunto set my hand and caused the Seal of the City of Toppenish to be affixed this 27th day of February, 2023.*

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*Elpidia Saavedra, Mayor*

**TOPPENISH CITY COUNCIL  
Regular Meeting Minutes  
February 13, 2023**

Mayor Saavedra called the meeting to order at 7:00 p.m.

**ROLL CALL**

Attendees: Mayor Elpidia Saavedra, Mayor Pro Tem Clara Jiménez, and Councilmembers Loren Belton, Naila Duval, George Garcia, and Kyle Pettit  
Absent: Councilmember Juan Ceja  
Staff: City Manager Debbie Zabell (CM Zabell), City Attorney Gary Cuillier, Chief of Police John Clary (CP Clary), City Clerk Heidi Riojas (CC Riojas), and Community Television Manager Sean Davido

CC Riojas conducted roll call for each City Councilmember to respond their attendance at the meeting. Mayor Saavedra, Mayor Pro Tem Jiménez, and Councilmembers Belton, Duval, Garcia, and Pettit responded their attendance during roll call. Councilmember Ceja was not present at the meeting.

Mayor Pro Tem Jiménez moved, second by Councilmember Garcia to excuse Councilmember Ceja from the February 13, 2023, Regular Meeting. Motion carried unanimously.

**APPROVE AGENDA**

Councilmember Pettit moved, second by Councilmember Garcia to approve the February 13, 2023, Agenda. Motion carried unanimously.

**PUBLIC COMMENT**

None

**CONSENT AGENDA**

Councilmember Pettit moved, second by Mayor Pro Tem Jiménez to approve Consent Agenda items a through d:

- a. Approve Minutes of the January 23, 2023, Regular Meeting
- b. Approve Minutes of the February 6, 2023, Study Session
- c. Approve Payroll Checks Numbers 36098 through 36112 and electronic transfers in the total amount of \$290,200.32 dated February 7, 2023
- d. Approve Claims Checks Numbers 96665 through 96754, and EFTAP323 through EFTAP326, NR96572, and NR96632 in the total amount of \$306,036.45 dated February 13, 2023

Motion carried unanimously.

**NEW BUSINESS**

**Resolution 2023-08: A Resolution Approving Technical Assistance Contract Between the City of Toppenish and Yakima Valley Conference of Governments for Certain Technical Planning Assistance.**

Councilmember Duval moved, second by Mayor Pro Tem Jiménez to approve Resolution 2023-08. Motion carried unanimously.

**Accept Yakima Valley Local Crime Lab Bylaws.**

Mayor Pro Tem Jiménez moved, second by Councilmember Duval to accept the Yakima Valley Local Crime Lab Bylaws. Motion carried unanimously.

**COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS**

Councilmember Garcia had nothing to report.

Mayor Pro Tem Jiménez reported her attendance at a meeting with Yakima Valley Conference of Governments (YVCOG) staff, the City Manager, and the Mayor to discuss the homeless situation with Yakima County giving back homeless money.

Councilmember Duval reported her participation on February 4, 2023, to provide dinner for the Extreme Weather Shelter.

Councilmember Pettit had nothing to report.

Councilmember Belton had nothing to report.

Mayor Saavedra reported her attendance at the meeting with the City Manager, YVCOG staff, and the Mayor Pro Tem to inquire why Yakima County returned homeless funds.

**CITY MANAGER REPORT**

CM Zabell updated Council on the following:

- YVCOG meeting regarding homeless
- City Action Days
- FOP Contract approved, and next will be the IAFF Contract
- Axon body and car cameras installed
- Chief Clary is working with Astria Hospital to amend the contract for medical care for inmates
- Lions Club to volunteer for the City's Easter Egg Hunt
- Staff toured the Yakima Valley Rail and Steam Museum on February 10, 2023
- Electrical installed at temporary police building
- Working with Toppenish School District to improve the high school parking issues with large events
- Chief Smith and Chief Clary have been working with Camp Hope to help with aggressive people arriving from the compound
- Assistant City Manager/Public Works Director Ford was successful in receiving the Safe Streets and Roads for All Grant in the amount of \$80,000 for a traffic safety plan
- Rotary received grant funding for park benches and cameras. Staff is requesting to have the benches moved to the pool, return the camera funding and consider supporting the new Police K-9 program
- City Hall will be closed February 20, 2023 for President's Day
- Assistant City Manager/Public Works Director Ford will be in charge during CM Zabell's absence February 14, 2023 through February 22, 2023

**ADJOURNMENT**

There being no further business to come before the Council, the meeting adjourned at 7:20 p.m.

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ELPIDIA SAAVEDRA, MAYOR

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HEIDI RIOJAS, CMC, CITY CLERK

# Payroll Check Register

Agenda Item  
5b

Payroll For Period: 02/01/2023-02/15/2023

Fund Number	Description	Amount
CVB Claims & Payroll		
001-000-013	Executive	\$7,482.95
001-000-014	Finance, Record	\$24,451.74
001-000-018	Central Services, Personnel Services	\$14,318.18
001-000-021	Law Enforcement	\$70,495.97
001-000-022	Fire Services	\$39,737.22
001-000-024	Protective Inspections	\$5,540.85
001-000-058	Planning and Community Development	\$2,417.36
001-000-076	Pool, Park Facilities	\$6,114.50
030-000-021	Criminal Justice Fund	\$22,917.54
050-000-000	Special Projects Fund	\$2,031.73
101-000-000	Street Fund	\$9,957.21
108-000-000	Cemetery Fund	\$6,768.70
157-000-000	Cable TV Fund	\$5,427.59
401-000-000	Water Fund	\$31,908.60
403-000-000	Wastewater Fund	\$32,037.37
405-000-000	Solid Waste Fund	\$22,393.64
<b>Grand Total:</b>		<b>\$304,001.15</b>

Payroll Checks 36113-36125 and Electronic Transfers

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.



Heather Jobe, Administrative Services Director

Date: 2/21/2023

# Accounts Payable Check Register

February 27, 2023

Number	Vendor Name	Account Description	Amount
96755	Dan Ford	Travel	\$146.00
96756	City of Toppenish	City Utility Service - Fire	\$358.59
		City Utility Service - Police	\$541.87
		City Utility Services	\$1,024.83
		City Utility Services - Cemetery	\$92.90
		City Utility Services - City Hall	\$349.66
		City Utility Services - Parks	\$1,460.09
		City Utility Services - Swimming Pool	\$997.94
		City Utility Services - Treatment Plant	\$557.32
		Check Total:	\$5,383.20
96757	911 Supply Inc.	Uniforms & Clothing	\$34.58
96758	ADT Security Services, Inc.	Alarm Monitoring - 50% of Rec Bldg & Pool	\$25.09
		Alarm Monitoring - 50% Rec Building	\$25.09
		Check Total:	\$50.18
96759	Amazon Capital Services	Office & Operating Supplies	\$585.57
		Operating/Maint. Supplies	\$5.37
		Operating/Maint. Supplies - General	\$137.70
		Operating/Maintenance Supplies - General	\$724.89
		Service Repair/Maintenance Equipment	\$235.69
		Uniforms & Clothing	\$104.10
		Check Total:	\$1,793.32
96760	Anaconda Networks, Inc.	Service/Maintenance Agreements	\$35.04
96761	Aramark Uniform Services Everett Lockbox	Rentals	\$32.38
96762	Cascade Natural Gas Corp.	Fuel for Heating	\$2,125.59
96763	Central Washington Polygraph & Investigations, LLC	Pre-Employment Services	\$608.00
96764	CenturyLink	Telephone	\$69.52
96765	Chandler Distributing Co. Inc.	Fuel Consumed Vehicles	\$1,255.70
		Fuel Vehicles	\$7,923.71
		Fuel Vehicles - WWTP	\$964.58
		Operating/Maintenance Supplies - Vehicles	\$1,153.79
		Check Total:	\$11,297.78
96766	Charter Communications	Internet	\$615.00
96767	Cintas Corporation #605	Rentals	\$28.56
		Uniform Cleaning	\$476.32
		Check Total:	\$504.88
96768	City of Sunnyside - Finance Dept.	Corrections Services Sunnyside	\$11,340.00
		Counsel for Indigents	\$12,336.66
		Court Services	\$12,336.66
		Check Total:	\$36,013.32
96769	Clary, John	Fuel Vehicles	\$15.00
96770	Corporate Billing, LLC	Repair & Maintenance - Vehicles	\$1,962.26

<b>Number</b>	<b>Vendor Name</b>	<b>Account Description</b>	<b>Amount</b>
96771	D&G Cleaning LLC.	Janitorial Services - City Hall	\$1,200.00
		Janitorial Services - Police Department	\$1,200.00
		Check Total:	\$2,400.00
96772	Dell Marketing L.P.	Computer Hardware	\$6,358.61
96773	Department of Ecology Cashiering Unit	Memberships- Registrations - Subscriptions	\$50.00
96774	Department of Licensing	Weapon Permit - DOL License	\$111.00
96775	DW Excavating, Inc.	Sewer System Imp - Construction	\$357,437.20
96776	Federal Express Corporation	Postage	\$28.35
96777	Fidelity Title Co.	Miscellaneous Fees & Charges	\$204.15
96778	Galls, Inc.	Uniforms & Clothing	\$354.79
96779	Howard's Tire Factory Inc	Service Repair/Maintenance Vehicles	\$127.12
96780	Ideal Lumber & Hardware, Inc.	Graffiti Program Supplies	\$25.24
		Operating Maintenance Supplies - General	\$115.18
		Operating/Maint. Supplies	\$156.75
		Operating/Maint. Supplies - General	\$131.18
		Operating/Maintenance Supplies - General	\$368.76
		Service Repair/Maintenance - Fire Dept Building	\$62.61
		Service Repair/Maintenance Equipment	\$488.04
		Service Repair/Maintenance Police Dept Bldg	\$5.47
		Small Tools & Minor Equipment	\$987.42
		Check Total:	\$2,340.65
96781	Jake's Custom Auto Glass Tinting	Service Repair/Maintenance Vehicles	\$487.35
96782	Law Office of Gary M. Cuillier	Legal Services - City Attorney	\$1,192.50
96783	Lexipol, LLC	Software Subscriptions	\$6,544.24
96784	Life-Assist, Inc.	Operating/Maint. Supplies - General	\$98.06
96785	Lynden Precast LLC	Liners & Markers	\$1,440.00
96786	Mobile Fleet Service Inc.	Repair & Maintenance - Vehicles	\$623.81
96787	Morton's Supply Inc.	Operating/Maintenance Supplies - General	\$898.89
		Water Meter Service Inventory	\$250.57
		Check Total:	\$1,149.46
96788	Northwest Code Professionals	Professional Services	\$5,112.60
96789	ODP Business Solutions, LLC	Office & Operating Supplies	\$3.58
96790	O'Reilly Auto Parts	Operating Maintenance Supplies - General	\$18.52
		Operating/Maintenance Supplies - Vehicles	\$86.00
		Check Total:	\$104.52
96791	Oxarc, Inc.	Chemicals	\$156.97
96792	Pacific Office Automation	Photocopies	\$44.26
96793	Pacific Office Automation	Rentals	\$270.02
96794	Pacific Power & Light Co.	Electricity - City Hall	\$361.44
		Electricity - Fire	\$546.13
		Electricity - Police	\$826.36
		Electricity - Recreation	\$174.20



<b>Number</b>	<b>Vendor Name</b>	<b>Account Description</b>	<b>Amount</b>
		Electricity - Swimming Pool	\$138.18
		Check Total:	\$2,046.31
96795	Pacific Steel & Recycling	Operating/Maintenance Supplies - General	\$334.80
		Professional Services	(\$50.05)
		Check Total:	\$284.75
96796	Pape' Machinery	Operating/Maintenance Supplies - Vehicles	\$364.84
96797	Paul Deccio Installations	Service Repair/Maintenance Vehicles	\$1,385.64
96798	Petty Cash / City of Toppenish	Capital Purchase - Equipment	\$19.25
96799	Public Safety Psychological Services	Pre-Employment Services	\$150.00
96800	Sholtys, John	LEOFF Out Pocket Medical	\$4,069.63
96801	Solid Waste Division	Dump Site Fees	\$16,552.62
96802	Sound Uniform Solutions	Uniforms & Clothing	\$5,024.16
96803	Sunnyside Community Hospital Association	Medical Services	\$20.50
96804	The Janitor's Closet	Operating/Maint. Supplies	\$41.67
96805	The Print Guys	Office & Operating Supplies	\$30.46
96806	Thompson Audiology	Pre-Employment Services	\$35.00
96807	Thorington, Mary	Uniforms & Clothing	\$240.00
96808	U.S. Bank Corporate Payment Systems	Equipment - Capital	\$2,707.87
		Memberships- Registrations - Subscriptions	\$3,965.60
		Miscellaneous Fees & Charges	\$15.45
		Office & Operating Supplies	\$612.72
		Operating/Maint. Supplies - General	\$3,670.94
		Personal Protective Equipment	\$44.42
		Postage	\$2.17
		Professional Services	\$689.15
		Recycling & Shred Services	\$218.72
		Service Repair/Maintenance Police Dept Bldg	\$95.01
		Small Tools & Minor Equipment	\$162.29
		Travel	\$2,554.93
		Uniforms & Clothing	\$175.97
		Check Total:	\$14,915.24
96809	Verizon Wireless	Small Tools & Minor Equipment	\$23.75
		Telephone	\$4,328.33
		Telephone - Utility Billing	\$42.15
		Check Total:	\$4,394.23
96810	WA St Dept of Health	Operating Permits	\$3,392.70
96811	Walker Car Wash Inc.	Operating/Maintenance Supplies - Vehicles	\$9.00
96812	Washington Fire Chiefs	Memberships- Registrations - Subscriptions	\$800.00
96813	Weinmann, Gene E.	Office & Operating Supplies	\$68.29
		Postage	\$4.05
		Professional Services	\$1,800.00
		Check Total:	\$1,872.34

<b>Number</b>	<b>Vendor Name</b>	<b>Account Description</b>	<b>Amount</b>
96814	Wells Fargo Vendor Fin Serv	Photocopies	\$38.14
		Rentals	\$383.79
		Check Total:	\$421.93
96815	Wells Fargo Vendor Fin Serv	Rentals	\$227.53
96816	Yakima County Department of Corrections	Corrections Services Yakima County	\$3,759.50
		Medical Services	\$1,488.01
		Check Total:	\$5,247.51
96817	Yakima County Financial Services	2% Alcohol Distribution	\$637.86
96818	Yakima Valley Utility Coordinating Council	Memberships- Registrations - Subscriptions	\$120.00
EFTAP327	Washington State Department of Revenue	Excise Taxes	\$22,298.66
		Sales Tax Remitted	\$51.43
		Check Total:	\$22,350.09
<b>Grand Total</b>			<b>\$531,978.55</b>

Accounts Payable Checks 96755-96818 and EFTAP327

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.



Administrative Services Director

February 23, 2023



**CITY OF TOPPENISH  
REQUEST FOR COUNCIL ACTION  
Agenda Bill No.: 23-012**

**Agenda Item  
6a**

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**Meeting Date:** February 27, 2023

**Subject:** Hospital Services Agreement

**Attachments:** Proposed Resolution 2023-09 and First Amendment to Hospital Services Agreement

**Prepared by:** Linda Finley, Assistant to the Chief of Police

**Presented by:** John Clary, Chief of Police

**Approved For Agenda By:** Debbie Zabell, City Manager

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**Discussion:**

The city entered into an agreement with Toppenish HMA dba Toppenish Community Hospital on February 8, 2016, for the purpose of a cooperative agreement for required inmate medical services. The initial term of the agreement was February 8, 2016, through February 7, 2017, with an automatic renewal clause every year unless (30) thirty days' notice was given to terminate by either party.

Since that time Toppenish HMA dba Toppenish Community Hospital has been acquired by SHC Medical Center – Toppenish dba Astria Toppenish Hospital, a Washington non-profit corporation. The proposed amendment addresses the hospital information to read SHC Medical Center – Toppenish dba Astria Toppenish Hospital (ATH) and Sunnyside Community Hospital Association dba Astria Sunnyside Hospital (ASH) and verbiage changes to the Face Sheet and Section 4.1, 4.2.1, 4.2.3(a), 6.2, 6.4 and Sections 2.1, 2.2 and 2.3 of Addendum 1. All other terms and conditions remain the same.

As required by RCW 70.48.130(1) - It is the intent of the legislature that all jail inmates receive appropriate and cost-effective emergency and necessary medical care. Governing units, the health care authority, and medical care providers shall cooperate to achieve the best rates consistent with adequate care. In the absence of a mutual agreement between the medical care provider and the governing unit, the financial responsibility for any remaining balance shall be borne equally between the medical care provider and the governing unit (RCW 70.48.130(2)).

The agreement updates the hospital name, refreshes verbiage, and provides an additional location for services by adding Sunnyside Community Hospital Association dba Astria Sunnyside Hospital.

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**Fiscal Impact:** No additional fiscal impact if authorized. Inmate medical costs have been included in the 2023 Budget.

**Recommendation:** Approve Resolution 2023-09, authorizing the City Manager to sign the agreement with SHC Medical Center – Toppenish dba Astria Toppenish Hospital and Sunnyside Community Hospital Association dba Astria Sunnyside Hospital.

**Alternatives:** 1) Do not adopt. 2) Forward to Study Session for further review.

RESOLUTION 2023-09

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO  
HOSPITAL SERVICES AGREEMENT BETWEEN SHC MEDICAL  
CENTER – TOPPENISH DBA ASTRIA TOPPENISH  
HOSPITAL/SUNNYSIDE COMMUNITY HOSPITAL ASSOCIATION  
DBA ASTRIA SUNNYSIDE HOSPITAL AND  
THE CITY OF TOPPENISH**

WHEREAS the City of Toppenish, and Toppenish HMA dba Toppenish Community Hospital entered into an agreement for medical services dated February 8, 2016, and

WHEREAS both parties desire to amend the agreement to update hospital information to SHC Medical Center – Toppenish dba Astria Toppenish Hospital (ATH), Sunnyside Community Hospital Association dba Astria Sunnyside Hospital (ASH), adding (ASH) for additional medical services and refresh verbiage, and

WHEREAS SHC Medical Center – Toppenish dba Astria Toppenish Hospital (ATH), Sunnyside Community Hospital Association dba Astria Sunnyside Hospital (ASH) is willing to provide medical services for the period beginning February 22, 2023, and

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

The First Amendment to Hospital Services Agreement Between SHC Medical Center – Toppenish dba Astria Toppenish Hospital (ATH), Sunnyside Community Hospital Association dba Astria Sunnyside Hospital (ASH) and the City of Toppenish for medical services is approved and the City Manager is authorized and directed to execute said agreement on behalf of the City.

This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on February 27, 2023.

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ELPIDIA SAAVEDRA, Mayor

ATTEST:

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HEIDI RIOJAS, CMC, City Clerk

## FIRST AMENDMENT TO HOSPITAL SERVICES AGREEMENT

This First Amendment to Hospital Services Agreement (the “Amendment”) is effective as of February 22, 2023 (“Effective Date”) by and between SHC Medical Center – Toppenish d/b/a Astria Toppenish Hospital (successor in interest to the assets of Toppenish HMA d/b/a Toppenish Community Hospital), a Washington non-profit corporation (“Hospital” or “ATH”) and the City of Toppenish (“Recipient”), each a “Party” and together the “Parties” hereto.

**WHEREAS**, the Parties are parties to that certain Hospital Services Agreement effective February 8, 2016, as amended from time to time (the “Master Agreement”); and

**WHEREAS**, ATH and Recipient desire to modify certain provisions of the Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendments.**

(a) **Face Sheet.** Effective as of the Effective Date of this Amendment, the Agreement’s Face Sheet shall be amended to delete the reference to “Expiration Date: February 28, 2017” add Sunnyside Community Hospital Association d/b/a Astria Sunnyside Hospital (“ASH”) as an additional hospital party to the Agreement and, effective as of the Effective Date, ATH and ASH shall collectively hereinafter be referred to as the “Hospital”. The Hospital Information on the Agreement’s Face Sheet shall be deleted in its entirety and replaced as follows:

“HOSPITAL INFORMATION: SHC Medical Center – Toppenish  
d/b/a Astria Toppenish Hospital (“ATH”)  
502 W. 4<sup>th</sup> Avenue  
Toppenish, WA 98948

Sunnyside Community Hospital Association  
d/b/a Astria Sunnyside Hospital (“ASH”)  
1016 Tacoma Avenue  
Sunnyside, WA 98944”

(b) **Section 4.1.** The second sentence of Section 4.1 of the Agreement Standard Terms and Conditions shall be deleted in its entirety and replaced as follows:

“Following the initial term of this Agreement, the Agreement shall renew in accordance with Section 4 of Addendum 1.”

(c) **Section 4.2.1.** Effective as of the Effective Date of this Amendment, Section 4.2.1 of the Agreement shall be amended by adding a sentence to the end of Section 4.2.1 as follows:

“Notwithstanding anything herein to the contrary, Hospital may terminate this Agreement with respect to the Services provided by either ATH or ASH without terminating the entire Agreement upon providing written notice to Recipient in accordance with this Section.”

(d) Section 4.2.3(a). Effective as of the Effective Date of this Amendment, Section 4.2.3(a) of the Agreement shall be deleted in its entirety and replaced as follows:

“(a) breach by Recipient of any of its confidentiality obligations including, but not limited to those specified in Article 6; or”

(e) Section 6.2. Effective as of the Effective Date of this Amendment, the last sentence of Section 6.2 of the Agreement shall be deleted in its entirety and replaced as follows:

“Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with Section 4.2 above.”

(f) Section 6.4. Effective as of the Effective Date of this Amendment, Section 6.4 of the Agreement shall be deleted in its entirety and replaced as follows:

“The provisions of this Article 6 shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination.”

(g) Section 2.3 of Addendum 1. Effective as of the Effective Date of this Amendment, Section 2.1 of Addendum 1 of the Agreement shall be designated instead as Section 3.1; Section 2.2 of Addendum 1 of the Agreement shall be designated instead as Section 3.2; and Section 2.3 of Addendum 1 of the Agreement shall be deleted in its entirety and replaced as follows:

“3.3 Each party agrees to promptly notify the other party, within five (5) business days of first implication, in the event of any lawsuit, notice, regulatory or other investigation that may lead to their indemnification requirements per this Section. The provisions of this Section 3 shall survive the termination or expiration of this Agreement.”

2. **Construction and Interpretation of Amendment and Agreement.** All capitalized terms used but not defined in this Amendment shall have the meaning set forth in the Agreement. In the event there is a conflict in any provision(s) of the Agreement and any term or provision of this Amendment, the provisions of this Amendment shall control and prevail. Any term, condition, covenant, right and/or obligation contained in the Agreement that has not been amended and/or modified by this Amendment remains in full force and effect. Nothing in this Amendment shall affect either party’s rights or obligations under the Agreement, except as amended in this Amendment.


*(Signatures follow on the next page)*

**SIGNATURE PAGE TO FIRST AMENDMENT TO HOSPITAL SERVICES AGREEMENT  
BETWEEN SHC MEDICAL CENTER – TOPPENISH D/B/A ASTRIA TOPPENISH HOSPITAL  
AND THE CITY OF TOPPENISH**


**IN WITNESS WHEREOF**, the parties have executed this Amendment to be effective as of the Effective Date of this Amendment.

**HOSPITAL:**

**SHC Medical Center – Toppenish  
d/b/a Astria Toppenish Hospital**

By:   
Name: Maxwell Owens  
Title: SR. VP CFO

**Sunnyside Community Hospital Association  
d/b/a Astria Sunnyside Hospital**

By:   
Name: Maxwell Owens  
Title: SR. VP CFO

**RECIPIENT:**

**City of Toppenish**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk



**CITY OF TOPPENISH  
REQUEST FOR COUNCIL ACTION  
Agenda Bill No.: 23-013**

**Agenda Item  
6b**

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**Meeting Date:** February 27, 2023

**Subject:** Surplus Taser Equipment

**Attachments:** Proposed Resolution 2023-10, Exhibit 1-Itemized List of Requested Surplus and Purchase Agreements X26 and X26P

**Prepared by:** John Clary, Chief of Police

**Presented by:** John Clary, Chief of Police

**Approved For Agenda By:** Debbie Zabell, City Manager

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**Discussion:**

Beginning the first part of 2022, the Department began upgrading its taser system to the Axon Taser 7 system, which is also integrated into the Department's evidence.com account. The old system is still usable, and it is staff's recommendation to surplus the system to allow for the system to be sold.

Exhibit 1, is incorporated herein by reference as a spreadsheet of the itemized list of the old Taser system, that includes models, cartridges, batteries, and holsters that are proposed for surplus due to the system no longer being compatible with the Department's current system. These items will be sold to a vendor for refurbishment, recycling and/or resale. Please see the attached spreadsheet and quote incorporated herein by reference.

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**Fiscal Impact:** The Department will receive \$5,584.00 credit from the vendor.

**Recommendation:** Approve Resolution 2023-10 authorizing the City Manager to sign the agreements with Accredited Security related to the Taser Equipment Surplus.

**Alternatives:** 1) Do not adopt. 2) Forward to Study Session for further review.



RESOLUTION 2023-10

**A RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS  
AND AUTHORIZING THE DISPOSITION THEREOF**

WHEREAS certain property has become surplus to the needs of the City, and

WHEREAS the City desires to dispose of said property

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

Section 1: The property described on “Exhibit 1” is hereby declared to be surplus.

Section 2: The City Manager is authorized and instructed to dispose of the described property in accordance with state law for the best attainable value by signing the attached agreements with Accredited Security.

Section 3: This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on February 27, 2023.

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ELPIDIA SAAVEDRA, Mayor

ATTEST:

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HEIDI RIOJAS, CMC, City Clerk

**Resolution 2023-10 Exhibit 1**  
**Taser Equipment Surplus February 27, 2023**

<b>Taser Model</b>	<b>Serial Number</b>	<b>Notes</b>	<b>Estimated Value</b>
X26	X00-004905	Works	\$50.00
X26	X00-071825	Does not work	\$50.00
X26	X00-074031	Works	\$50.00
X26	X00-093441	Works	\$50.00
X26	X00-093584	Works	\$50.00
X26	X00-098988	Works	\$50.00
X26	X00-100399	Works	\$50.00
X26	X00-100657	Takes 2 trigger pulls to spark	\$50.00
X26	X00-148885	Display works but spark test did not	\$50.00
X26	X00-148996	Switch is broken	\$50.00
X26	X00-261381	Works	\$75.00
X26	X00-440156	Works	\$150.00
X26	X00-440165	Works	\$150.00
X26	X00-440193	Works	\$150.00
X26	X00-457448	Works	\$150.00
X26	X00-457451	Works	\$150.00
X26	X00-550214	Works	\$200.00
X26	X00-580626	Shocked user when pulling the trigger	\$200.00
X26	X00-582340	Works	\$200.00
X26	X00-608984	Works	\$200.00
X26	X00-685582	Works	\$200.00
X26	X00-712408	Works	\$200.00
X26	X00-712421	Works	\$200.00
X26	X00-724792	Works	\$200.00
X26P	X1200CP39	New in the box	\$200.00
X26P	X1200CP3K	New in the box	\$200.00
X26P	X120038H3	Works	\$200.00
X26P	X1200C65Y	Works	\$200.00
X26P	X12007F0C	Works	\$200.00
X26P	X120093C8	Works	\$200.00
X26P	X120090DY	Works	\$200.00
X26P	X12008MPP	Works	\$200.00
X26P	X12008MV1	Works	\$200.00
X26P	X12007EHE	Works	\$200.00
X26P	X12007EKM	Works	\$200.00
X26P	X12008MNK	Used but in the box	\$200.00
X26P	X1200391K	Works	\$200.00
<b>Total</b>			<b>\$5,525.00</b>

Battery Type	Serial Number	MFG. Date	Notes	Estimated Value
V22		08 2012	Works	\$0.00
V22		02 2013	Works	\$0.00
V22		05 2013	Works	\$0.00
V22		05 2013	Works	\$0.00
V22		09 2013	Works	\$0.00
TASER - XDPM	P/N: 26724		Works	\$0.00
V24	P/N: 26700	05 2015	Works	\$0.00
V24	P/N: 26700	05 2015	Works	\$0.00
V24	P/N: 26700	05 2015	Works	\$0.00
V24	P/N: 26700	05 2015	Works	\$0.00
V24	P/N: 26700	05 2015	Works	\$0.00
SKU: 22010	E18306619		Works	\$0.00
SKU: 22010	E18306643		Works	\$0.00
SKU: 22010	E18306663		Works	\$0.00
V24	P/N:26701	09 2017	Works	\$0.00
V24	P/N:26701	09 2017	Works	\$0.00
V24	P/N:26701	09 2017	Works	\$0.00
SKU: 11010 - REV:A	E18816516		Works	\$0.00
SKU: 11010 - REV:A	E18818775		Works	\$0.00
SKU: 11010 - REV:A	E18818413		Dead	\$0.00
SKU: 11010 - REV:A	E18816503		Dead	\$0.00
SKU: 11010 - REV:A	E18816497		Works	\$0.00
SKU: 11010 - REV:B	E19000098		Works but is bent out of shape	\$0.00
SKU: 11010 - REV:B	E18939041		Works	\$0.00
SKU: 11010 - REV:B	E18939054		Works	\$0.00
SKU: 11010 - REV:C	E1912A81F		Works	\$0.00
SKU: 11010 - REV:C	E1912M7T6		Works	\$0.00
SKU: 11010 - REV:C	E1912ACY5		Works	<u>\$0.00</u>
<b>Total</b>				<b>\$0.00</b>

Cartridge Type	Serial Number	Expires	Notes	Estimated Value
REV:G	C4101KCNX	01 2017		\$1.00
REV:G	C410A46E3	09 2025		\$5.00
REV:G	C4101KKKR	01 2017		\$1.00
REV:G	C4101337F	04 2016		\$1.00
REV:G	C410A45HY	09 2025		\$5.00
REV:G	C4101KK80	01 2017		\$1.00
REV:G	C4101KKCP	01 2017		\$1.00
REV:G	C4101KK5D	01 2017		\$1.00
REV:G	C4101KD16	01 2017		\$1.00
REV:G	C4101K9FP	01 2017		\$1.00
REV:G	C4101KKCR	01 2017		\$1.00
REV:G	C4101KE51	01 2017		\$1.00
REV:G	C4101KKAЕ	01 2017		\$1.00
REV:G	C4101KK74	01 2017		\$1.00
REV:G	C410A458N	09 2025		\$5.00
REV:G	C410A458Y	09 2025		\$5.00
REV:G	C4101K98N	01 2017		\$1.00
REV:G	C410139AT	04 2016		\$1.00
REV:G	C4101KM2Y	01 2017		\$1.00
REV:G	C410A466D	09 2025		\$5.00
REV:G	C410138Y1	04 2016		\$1.00
REV:G	C4101KK62	01 2017		\$1.00
REV:G	C410A46RK	09 2025		\$5.00
REV:G	C4101KK2V	01 2017		\$1.00
REV:G	C4101KK5C	01 2017		\$1.00
REV:G	C410A48V5	09 2025		\$1.00
REV:G	C410A466W	09 2025	Has Protective Cover	\$5.00
REV:G	C4101KDRM	01 2017	Has Protective Cover	\$1.00
REV:G	C4101KKC5	01 2017	Has Protective Cover	\$1.00
N/A	H07-761579	08 2012		\$1.00
N/A	H07-761621	08 2012		\$1.00
<b>Total</b>				<b>\$59.00</b>

<b>Total Value 37 Holsters</b>	<b>\$5,584.00</b>
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# TASER® X26 PURCHASE AGREEMENT

Accredited Security, a Nevada Corporation at 6017 Pine Ridge Rd Ste 73, Naples FL 34119-3956 hereby agrees under terms of this Agreement to purchase a quantity of \_\_\_\_\_ TASER X26 from:

\_\_\_\_\_ (Seller)

located at \_\_\_\_\_

\_\_\_\_\_ as follows.

TERMS: Accredited agrees to pay \$200.00 (TWO HUNDRED DOLLARS) for each working or repairable TASER X26 shipped in a current model holster with Serial Number of X00-500000 or greater and \$150.00 (ONE HUNDRED FIFTY DOLLARS) for Serial Numbers of X00-400000 or greater and \$100.00 (ONE HUNDRED DOLLARS) for Serial Numbers of X00-300000 or greater, and \$75.00 (SEVENTY FIVE DOLLARS) for Serial Numbers of X00-200000 or greater, and \$50.00 (FIFTY DOLLARS) for all others, and will make payment within 4 to 6 weeks of receipt

payable to: \_\_\_\_\_

REGISTRATION: Accredited will conduct the registration transfer and Certificate of Disposal. Accredited holds the Seller harmless to any liability in the very unlikely event of any legal action. Were any of these serial numbers ever listed on Evidence.com? \_\_\_ Yes \_\_\_ No \_\_\_ Unknown

Purchaser:

Jeffrey R. Wenger

President and CEO

Telephone: 702-617-3300

Email: ContactAccredited.com

Authorized Seller:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Ship to: Accredited Security, 6017 Pine Ridge Road Suite 73, Naples FL 34119-3956  
**INCLUDE A COPY OF THIS FORM INSIDE EACH CONTAINER**

Agreement is valid for 30 days from date of receipt. Pack securely in a container compatible with contents.



www.AccreditedSecurity.com • www.ContactAccredited.com

Accredited Security • 6017 Pine Ridge Road Suite 73, Naples, Florida 34119-3956 • 702-617-3300

Accredited does not return equipment and deducts for strike plates that must be replaced and for serious cosmetic issues. Accredited Financial Services, is a Member of the Southern Nevada Better Business Bureau®. TASER® is a Trademark of Axon.



# TASER® X26P PURCHASE AGREEMENT

Accredited Security, a Nevada Corporation at 6017 Pine Ridge Rd Ste 73, Naples FL 34119-3956 hereby agrees under terms of this Agreement to purchase a quantity of \_\_\_\_\_ TASER X26P from:

\_\_\_\_\_ (Seller)

located at \_\_\_\_\_

\_\_\_\_\_ as follows.

TERMS: Accredited agrees to pay \$200.00 (TWO HUNDRED DOLLARS) for each working TASER X26P shipped in a quality duty holster with safety. Accredited will offer a reduced price for those not fully functioning or reparable and will make payment within 4 to 6 weeks of receipt

payable to: \_\_\_\_\_

REGISTRATION: Accredited will conduct the registration transfer and Certificate of Disposal. Accredited holds the Seller harmless to any liability in the very unlikely event of any legal action. Were any of these serial numbers ever listed on Evidence.com? \_\_\_ Yes \_\_\_ No \_\_\_ Unknown

Purchaser:

Authorized Seller:

Jeffrey R. Wenger

Name: \_\_\_\_\_

President and CEO

Title: \_\_\_\_\_

Telephone: 702-617-3300

Phone: \_\_\_\_\_

Email: ContactAccredited.com

Email: \_\_\_\_\_

Ship to: Accredited Security, 6017 Pine Ridge Road Suite 73, Naples FL 34119-3956

**INCLUDE A COPY OF THIS FORM INSIDE EACH SHIPMENT**

Agreement is valid for 30 days from date of receipt. Use a container compatible with contents and pack securely.



[www.AccreditedSecurity.com](http://www.AccreditedSecurity.com) • [www.ContactAccredited.com](http://www.ContactAccredited.com)

Accredited Security • 6017 Pine Ridge Road Suite 73, Naples, Florida 34119-3956 • 702-617-3300

Accredited does not return defective or other equipment and deducts for engraved units and for other serious cosmetic issues. Accredited Financial Services is a Member of the Southern Nevada Better Business Bureau®. TASER® is a Trademark of Axon.