



AMENDED
TOPPENISH CITY COUNCIL
REGULAR MEETING AGENDA
FEBRUARY 12, 2024 – 7:00 P.M.
TELEVISED LIVE ON MIDVALLEY TELEVISION
SPECTRUM CABLE CHANNEL 194

1. REGULAR SESSION CALL TO ORDER

Pledge of Allegiance/Roll Call/Welcome

2. APPROVE AGENDA

3. EMPLOYEE RECOGNITION

- a. Swearing in of Newly Appointed Chief of Police Joseph Mehline

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 January 22, 2024, Regular Meeting
b. Approve Minutes of the February 5, 2024, Study Session
c. Approve Payroll Checks Numbers 36571 through 36586 and Electronic Transfers EFTPR3176- through EFTPR3185 in the total amount of \$244,464.54 dated February 8, 2024
d. Approve Claims Checks Numbers 98372 through 98472 and Electronic Transfers EFTAP377 through EFTAP379 in the total amount of \$338,460.74 dated February 12, 2024, and void Checks Numbers NR98270 and NR98371

6. NEW BUSINESS

- a. AB 24-004 [Proposed] Resolution 2024-04, Approve Updates to the Master Fee Schedule A for False Alarm Response Fees and to Schedule B
b. AB 24-005 [Proposed] Resolution 2024-05, Approve Quote for New Phone System
c. AB 24-006 [Proposed] Resolution 2024-06, Approve Memorandum of Understanding with Teamsters Local Union No. 760
d. AB 24-007 [Proposed] Resolution 2024-07, Approve Fire Engine Surplus
e. AB 24-008 [Proposed] Resolution 2024-08, Approve Amendment No. 1 to the Agreement for Professional Services with HLA Engineering and Land Surveying, Inc.
f. AB 24-009 [Proposed] Resolution 2024-09, Approve Proposed Amendment No. 6 to the Contract for Professional Services with Gray & Osborne, Inc.
g. AB 24-010 [Proposed] Resolution 2024-10, Approve Agreement with Yakima County for the American Rescue Plan, Coronavirus State and Local Fiscal Records Funds Award for the Jackson/Juniper Street Project

7. COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

8. CITY MANAGER REPORT

9. ADJOURNMENT

NEXT REGULAR COUNCIL MEETING WILL BE HELD ON MONDAY, FEBRUARY 26, 2024

City Council meetings are accessible to persons with disabilities. For individuals who may require special accommodations, please contact City Hall at (509) 865-6754, 24 hours in advance.

City of Toppenish Police Department

OATH OF OFFICE

I, Joseph W. Mehline, do solemnly swear, that I will support and defend the Constitution of the United States, and the Constitution of the State of Washington against all enemies, foreign and domestic; that I will bear true allegiance to the Constitution of the United States, to the State of Washington and to the statutes and ordinances of the City of Toppenish. I further solemnly swear that I will diligently discharge all orders and directions as the Chief of Police according to the rules and regulations of the City of Toppenish Police Department.

I further solemnly swear that I will serve honestly and faithfully in the performance of my duties as the Chief of Police and will accept my commission as a symbol of authority and a mark of service to the people of this community.

Signed: _____ Date: February 12, 2024.

Subscribed and sworn to before me this 12th day of February, 2024.

*_____
Heidi Rijoas, CMC, City Clerk*

TOPPENISH CITY COUNCIL
Regular Meeting Minutes
January 22, 2024

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

ROLL CALL

Attendees: Mayor Elpidia Saavedra, Mayor Pro Tem Loren Belton, and Councilmembers Naila Duval, George Garcia, Josh Garza, and Cristian Sanchez
Staff: City Manager Debbie Zabell (CM Zabell), City Attorney Gary Cuillier, Assistant City Manager/Public Works Director Dan Ford (ACM/PWD Ford), Chief of Police John Clary, Fire Chief Tim Smith (FC Smith), Budget and Finance Director Adam Vaughn, Public Works Superintendent Shaun Burgess, 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 Belton, and Councilmembers Duval, Garcia, Garza, and Sanchez responded their attendance during roll call.

APPROVE AGENDA

Mayor Pro Tem Belton moved, seconded by Councilmember Duval to approve the January 22, 2024, Agenda. Motion carried unanimously.

EXECUTIVE SESSION

At 7:02 p.m., Mayor Saavedra called for the Council to go into Executive Session for the purpose of discussing potential litigation with legal counsel. The approximate time for the Executive Session is 10 minutes with no action anticipated.

At 7:07 p.m., Mayor Saavedra reconvened the meeting back to order. Mayor Saavedra announced there will be no action.

EMPLOYEE RECOGNITION

Acknowledge Service and Retirement of Chief of Police John Clary

Mayor Saavedra recited and presented Chief Clary with a plaque in recognition for his service to the Toppenish Police Department and the community.

Yakima Valley Conference of Governments Executive Director Chris Wickenhagen presented Chief Clary with a service award to recognize his efforts in the success of the Lower Valley Regional Crime Lab.

PUBLIC COMMENT

None

CONSENT AGENDA

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to approve Consent Agenda items a through d:

- a. Approve Minutes of the January 8, 2024, Regular Meeting
- b. Approve Payroll Checks Numbers 36557 through 36570 and Electronic Transfers EFTPR3167 through EFTPR3175 in the total amount of \$235,716.00 dated January 19, 2024
- c. Approve Claims Checks Numbers 98322 through 98340, 98342 through 98371 and Electronic Transfers EFTAP373, EFTAP375, and EFTAP376 in the total amount of \$570,309.86 dated December 31, 2023
- d. Approve Claims Checks Numbers 98288 through 98321, NR98312, 98341 and Electronic Transfer EFTAP374 in the total amount of \$62,245.45 dated January 22, 2024

Motion carried unanimously.

NEW BUSINESS

Resolution 2024-03: A Resolution Approving Addendum 4 to Interlocal Agreement Between the City of Sunnyside, Washington and the City of Toppenish, Washington, for the Housing of Inmates.

Councilmember Duval moved, seconded by Councilmember Garcia to approve Resolution 2024-03. Motion carried unanimously.

COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

Mayor Pro Tem Belton reported on the cold weather.

Councilmember Duval had nothing to report.

Councilmember Garza had nothing to report.

Councilmember Sanchez had nothing to report.

Councilmember Garcia acknowledged the passing of former Toppenish Police Officer Robert Salinas.

Mayor Saavedra reported her attendance at the January 15, 2024, Martin Luther King, Jr. event. She thanked the Community Safety Network, the Toppenish School District, and the community partners for hosting the event.

CITY MANAGER REPORT

CM updated Council on the following:

- YVCOG Councilmember invitation for February 9, 2024, celebration
- Auditor Exit Conference
- New website
- Selected as a Yakima Valley Tourism Board Member

- ACM/PWD Ford reported on the City’s snow removal policy and the map for snow removal.
- FC Smith acknowledged the mutual aid the community received for the fire during the extreme cold weather on January 13, 2024.

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:37 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

TOPPENISH CITY COUNCIL
Study Session Minutes
February 5, 2024

Agenda Item
5b

CALL TO ORDER

Mayor Saavedra called the meeting to order at 5:00 p.m.

ROLL CALL

Present: Mayor Elpidia Saavedra and Mayor Pro Tem Loren Belton, and Councilmembers Naila Duval, George Garcia, Joshua Garza and Cristian Sanchez

Staff Present: City Manager Debbie Zabell (CM Zabell), City Attorney Gary Cuillier, Assistant City Manager/Public Works Director Dan Ford, Chief of Police Joseph Mehline, Fire Chief Tim Smith, Finance Director Adam Vaughn (FD Vaughn), Information Technology Services Manager Van Donley, Community TV Manager Sean Davido (CATV Davido), City Clerk Heidi Riojas, and Human Resource Generalist Mary Beltran (HRG Beltran),

HRG Beltran conducted roll call for each City Councilmember to respond their attendance at the meeting. Mayor Saavedra, Mayor Pro Tem Belton, and Councilmembers Duval, Garcia, Garza, Sanchez responded their attendance during roll call.

APPROVE AGENDA

Councilmember Garza moved, seconded by Councilmember Garcia to approve the February 5, 2024, Agenda. Motion carried unanimously.

PUBLIC COMMENT

None

EXECUTIVE SESSION

At 5:01 p.m., Mayor Saavedra recited that the purpose of the Executive Session is to discuss labor negotiations with legal counsel pursuant to RCW 42.30.140(4)(a) . The approximate time for the Executive Session is 10 minutes with action anticipated.

At 5:03 p.m., after clearing the room, Mayor Saavedra started the Executive Session.

At 5:13 p.m., Mayor Saavedra extended the Executive Session for an additional 5 minutes.

At 5:18 p.m., Mayor Saavedra reconvened the meeting back to order.

Mayor Belton moved, seconded by Councilmember Sanchez to authorize the City Manager and the City to proceed with a Memorandum of Understanding. Motion carried unanimously.

RECEIVE UPDATE ON ACCOUNTS RECEIVABLE

FD Vaughn provided the Council with a presentation detailing the accounts receivable collection of fees from 2022 through 2023 for hydrant rentals, fire inspections, and false alarm fees for police and fire. After discussion, the Council directed staff to bring back to the next meeting an updated fee schedule to include a tiered false alarm fee structure.

RECEIVE UPDATE ON NEW WEBSITE

CATV Davido provided the Council with an update on the design progress on designing the City's new website. He noted that the City anticipates the new website to be live by June 2024.

PROSPECTIVE COUNCIL CANDIDATE WORKSHOP

CM Zabell provided the Council with the proposed agenda for the Prospective Council Candidate Workshop on February 7, 2024. The purpose of the workshop is to provide an informal setting for interested people to learn and ask questions regarding what is involved to serve as a Councilmember.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 5:50 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

Payroll Check Register

Payroll for Period: 1/16-1/31 2024

Fund Number	Description	Amount
001-000-011	Legislative	\$2,357.33
001-000-013	Executive	\$6,545.51
001-000-014	Finance, Record	\$30,662.64
001-000-017	Risk Management	\$900.00
001-000-018	Central Services, Personnel Services	\$14,028.53
001-000-021	Law Enforcement	\$52,179.15
001-000-022	Fire Services	\$33,322.18
001-000-024	Protective Inspections	\$2,687.13
001-000-058	Planning and Community Development	\$1,059.63
001-000-071	Recreational Services	\$2,964.07
001-000-076	Pool, Park Facilities	\$5,940.39
030-000-021	Criminal Justice Fund	\$22,526.43
050-000-000	Special Projects Fund	\$924.43
101-000-000	Street Fund	\$4,710.22
108-000-000	Cemetery Fund	\$2,688.63
157-000-000	Cable TV Fund	\$4,355.74
401-000-000	Water Fund	\$19,093.73
403-000-000	Wastewater Fund	\$22,324.29
405-000-000	Solid Waste Fund	\$15,194.51
Grand Total		\$244,464.54

Payroll Checks

Payroll Checks 36571-36586 and Electronic Transfers EFTPR3176-EFTPR3185.

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.



Adam Vaughn, Finance Director

February 8, 2024

Date

Accounts Payable Check Register

February 12, 2024

Number	Vendor Name	Account Description	Amount
98372	U.S. Bank Safekeeping	Banking Fees & Charges	\$26.00
98373	Maria Mayhue	Employee Medical Insurance	\$3,905.80
98374	Hawkins, Danilo	Travel	\$378.00
98375	A WorkSAFE Service, Inc.	Pre-Employment Services	\$60.00
98376	Alba Enterprises	Professional Services - Interpreting/Translation Services	\$160.00
98377	Amazon Capital Services	Capital Purchase - Equipment	\$899.63
		Office & Operating Supplies	\$827.03
		Operating Maintenance Supplies - General	\$91.80
		Operating/Maint. Supplies - General	\$129.55
		Operating/Maintenance Supplies - General	\$1,388.69
		Operating/Maintenance Supplies - Traffic Control Devices	\$90.99
		Personal Protective Equipment	\$303.36
		Range Supplies	\$235.36
		Recreation Program Supplies	\$456.46
		Service Repair/Maintenance Equipment	\$203.28
		Small Tools & Minor Equipment	\$653.47
		Check Total:	\$5,279.62
98378	Anatek Labs, Inc.	Professional Services	\$400.00
98379	Angel Pacheco	Rental Licenses	\$10.00
98380	Apollo Heating and Air Conditioning	Professional Services	\$4,603.80
98381	Aramark	Rentals	\$98.95
98382	Association Of Washington Cities	Workers Comp Retro Program	\$8,166.46
98383	BCR Environmental Corporation	Rentals	\$29,000.00
98384	Beth Simmons	Travel	\$263.31
98385	BNSF Railway Company	Depot Lease	\$250.00
98386	Bruce Heating & Air Conditioning, Inc.	Service Repair/Maintenance Police Dept Bldg	\$375.30
98387	Cascade Engineering Services, Inc.	Professional Services	\$237.85
98388	Cascade Natural Gas Corp.	Fuel for Heating	\$1,851.53
		Fuel for Heating - City Hall	\$481.88
		Fuel for Heating - Fire	\$1,297.23
		Fuel for Heating - Police	\$702.41
		Check Total:	\$4,333.05

98389	Central Machinery Sales, Inc.	Operating/Maintenance Supplies - Vehicles	\$350.65
		Repair & Maintenance Vehicles	\$2,684.88
		Check Total:	\$3,035.53
98390	CenturyLink	Telephone	\$887.49
		Telephone - Utility Billing	\$80.68
		Check Total:	\$968.17
98391	CenturyLink	Telephone	\$2,373.55
98392	Chandler Distributing Co. Inc.	Fuel Vehicles	\$86.39
98393	Charter Communications	Internet	\$744.99
		Internet & Cable MVTV	\$186.96
		Internet & Cable City Hall	\$189.57
		Internet & Cable Fire Department	\$179.98
		Internet & Cable Police Department	\$25.22
		Internet & Cable Recreation	\$149.98
		Check Total:	\$1,476.70
98394	Cintas Corporation #605	Rentals	\$77.69
		Uniform Cleaning	\$285.45
		Check Total:	\$363.14
98395	City of Sunnyside - Finance Dept.	Court Services	\$29,373.00
98396	Coastal Farm and Home Supply	Personal Protective Equipment	\$448.74
98397	Corporate Billing, LLC	Repair & Maintenance - Vehicles	\$22,289.54
98398	Department of Licensing	Weapon Permit - DOL License	\$36.00
98399	Deshong, Micheal John	Memberships- Registrations - Subscriptions	\$104.00
98400	DeVries Business Records Management, Inc.	Professional Services	\$23.02
		Recycling & Shred Services	\$11.51
		Check Total:	\$34.53
98401	Employment Security Department	Unemployment Compensation	\$2,387.00
98402	Esmeralda Tellez	Liners & Markers	\$681.11
98403	Federal Express Corporation	Postage	\$35.71
98404	Fidelity Title Co.	Legal Services	\$433.20
98405	Freightliner Northwest	Operating/Maintenance Supplies - Vehicles	\$692.21
98406	Galls, Inc.	Uniforms & Clothing	\$433.08
98407	Gerardo Garza	Rental Licenses	\$55.00
98408	Gray & Osborne, Inc.	Professional Services - Developer Eng/Plan	\$1,139.99
		Review Services	
		Professional Services - New Police Building	\$6,124.48
		Check Total:	\$7,264.47
98409	H.D. Fowler Co., Inc.	Operating Maintenance Supplies - General	\$1,722.06

		Operating/Maintenance Supplies - General	\$877.84
		Water Service Supplies	\$1,083.78
		Check Total:	\$3,683.68
98410	Hanks, Michael E	Travel	\$105.00
98411	Howard's Tire Factory Inc	Operating/Maintenance Supplies - Vehicles	\$62.05
		Service Repair/Maintenance - Vehicles	\$114.64
		Service Repair/Maintenance Vehicles	\$529.04
		Check Total:	\$705.73
98412	Ideal Lumber & Hardware, Inc.	Graffiti Program Supplies	\$172.07
		Office & Operating Supplies	\$32.97
		Operating Maintenance Supplies - General	\$481.87
		Operating/Maint Supplies - General	\$17.08
		Operating/Maint. Supplies	\$13.68
		Operating/Maint. Supplies - General	\$88.85
		Operating/Maint. Supplies - Park Facilities	\$5.87
		Operating/Maintenance Supplies	\$33.47
		Operating/Maintenance Supplies - General	\$1,469.66
		Operating/Maintenance Supplies - Vehicles	\$42.21
		Service Repair/Maintenance Equipment	\$205.70
		Service Repair/Maintenance Parks	\$19.58
		Service Repair/Maintenance Police Dept Bldg	\$16.56
		Service Repair/Maintenance Rec Bldg	\$29.37
		Service/Repair Maintenance - PW Shop	\$99.44
		Water Service Supplies	\$4.79
		Check Total:	\$2,733.17
98413	Intermountain Cleaning Service, Inc.	Janitorial Services - City Hall	\$1,715.00
		Janitorial Services - Police Department	\$3,549.65
		Operating/Maint. Supplies	\$60.65
		Check Total:	\$5,325.30
98414	James Andrews	LEOFF Out Pocket Medical	\$6,000.00
98415	Jesus Padilla Villafan	Memberships- Registrations - Subscriptions	\$40.00
		Miscellaneous Fees & Charges	\$15.45
		Check Total:	\$55.45
98416	Johnson Controls Security Solutions LLC	Alarm Monitoring	\$1,982.21
98417	Jose Sanchez-Castro	Travel	\$295.00
98418	Kazcade Engraving & Trophies	Office & Operating Supplies	\$232.74

98419	Lab Test	Professional Services	\$350.00
98420	Lakeside Industries Inc.	Operating/Maintenance Supplies - General	\$1,269.00
98421	Law Office of Gary M. Cuillier	Legal Services	\$346.50
		Legal Services - City Attorney	\$1,416.00
		Check Total:	\$1,762.50
98422	LEAD Task Force	Law Enforce Against Drug Task Force	\$10,000.00
98423	Linker, Robert L	LEOFF Out Pocket Medical	\$1,978.80
98424	Mansfield Alarm Co. Inc.	Alarm Monitoring	\$185.32
98425	Michels Pipeline Inc	Utility Deposits	\$900.00
98426	Moon Security Service, Inc.	Alarm Monitoring	\$134.15
98427	Morton's Supply Inc.	Operating/Maintenance Supplies - General	\$110.00
98428	Municipal Emergency Services Inc.	Capital Purchase - Equipment	\$5,724.00
		Service Repair/Maintenance Equipment	\$734.40
		Check Total:	\$6,458.40
98429	Northwest Code Professionals	Professional Services	\$4,146.84
98430	ODP Business Solutions, LLC	Office & Operating Supplies	\$296.71
98431	Office Solutions Northwest	Office & Operating Supplies	\$1,952.64
98432	O'Reilly Auto Parts	Operating/Maintenance Supplies - General	\$64.78
		Operating/Maintenance Supplies - Vehicles	\$447.68
		Repair & Maintenance - Vehicles	\$327.72
		Check Total:	\$840.18
98433	Pacific Northwest Police Detection Dog Assoc.	Memberships- Registrations - Subscriptions	\$550.00
98434	Pacific Office Automation	Photocopies	\$134.09
		Rentals	\$90.04
		Check Total:	\$224.13
98435	Pacific Office Automation	Rentals	\$126.37
98436	Racom Corporation	Service Repair/Maintenance Equipment	\$138.63
98437	Rathbun Iron Works, Inc.	Operating Maintenance Supplies - General	\$52.91
		Operating/Maintenance Supplies - Vehicles	\$21.23
		Repair & Maintenance Equipment	\$214.22
		Service Repair/Maintenance Equipment	\$15.26
		Check Total:	\$303.62
98438	Repaint Remedies	Service Repair/Maintenance Rec Bldg	\$12,182.40
98439	Roberts, Bill	LEOFF Out Pocket Medical	\$1,978.80
98440	RWC Group	Operating/Maintenance Supplies - Vehicles	\$839.87
98441	Screening Mimies	Uniforms & Clothing	\$2,084.78

98442	Sea Western, Inc.	Personal Protective Equipment	\$16,032.43
98443	SHC Medical Center Toppenish	Medical Services	\$1,488.55
98444	Sholtys, John	LEOFF Out Pocket Medical	\$1,978.80
98445	Solid Waste Division	Dump Site Fees	\$18,273.16
98446	Sunnyside Sun Media LLC	Advertising	\$322.00
98447	Tamara Colley	Travel	\$263.31
98448	The Bunker Tri-Cities LLC	Uniforms & Clothing	\$6,239.60
98449	The Janitor's Closet	Operating/Maint. Supplies - General	\$209.60
98450	TK Elevator Corporation	Service Repair/Maintenance City Hall	\$752.14
98451	Toppenish School District 202	P: Refundable Deposit - Refunded	\$4,672.57
98452	Toppenish Volunteer Firefighters Association	Memberships- Registrations - Subscriptions	\$620.00
98453	TransUnion Risk and Alternative Data Solutions, Inc.	Professional Services	\$129.60
98454	True North Equipment	Memberships- Registrations - Subscriptions	\$120.00
		Operating/Maintenance Supplies - Vehicles	\$2,003.84
		Check Total:	\$2,123.84
98455	Valley Wide Cooperative, Inc.	Leases	\$10.26
98456	Verizon Wireless	Small Tools & Minor Equipment	\$25.93
		Telephone	\$3,711.34
		Telephone - Utility Billing	\$42.27
		Check Total:	\$3,779.54
98457	Vision Municipal Solutions, LLC	Postage	\$2,511.40
		Professional Services	\$1,076.32
		Check Total:	\$3,587.72
98458	Washington Cities Insurance Authority	Salaries & Wages - Code Enforcement	\$4,500.00
		Salaries & Wages - Zoning	\$4,500.00
		Check Total:	\$9,000.00
98459	Washington Public Treasurers Assoc.	Memberships- Registrations - Subscriptions	\$450.00
98460	Washington Recreation & Park Association	Memberships- Registrations - Subscriptions	\$315.00
		Postage	\$233.00
		Check Total:	\$548.00
98461	Washington State Patrol	Weapon Permit - DOL License	\$18.00
		Weapon Permit - State Background Check	\$24.25
		Check Total:	\$42.25
98462	Washington State Treasurer	Death Investigation Account	\$2.30
		DNA Account	\$5.15
		DOL Tech Support	\$17.38
		Domestic Violence Prevention Account	\$2.09

		Highway Safety Account	\$11.04
		Judicial Information Services	\$179.96
		P: State Building Code Fee - Remit to State	\$600.50
		School Zone Safety	\$34.07
		St Gen Fund 93 (WA Auto Theft)	\$44.35
		State General Fund 40	\$585.18
		State General Fund 50	\$304.00
		State General Fund 54	\$24.33
		State Patrol Highway Account	\$13.27
		Trauma Care	\$22.08
		Traumatic Brain Injury Account	\$21.66
		Veh License Fraud Acct	\$3.96
		Check Total:	\$1,871.32
98463	Wells Fargo Vendor Fin Serv	Rentals	\$227.53
98464	Workhub Software Inc.	Memberships- Registrations - Subscriptions	\$55.02
98465	Yakima County Auditor	Election Costs	\$831.64
98466	Yakima County Department of Corrections	Corrections Services Yakima County	\$12,161.72
		Medical Services	\$1,930.96
		Check Total:	\$14,092.68
98467	Yakima County Fire District 5	Operating/Maint Supplies - General	\$788.50
		Service Repair/Maintenance Vehicles	\$274.36
		Check Total:	\$1,062.86
98468	Yakima County Treasurer	County Crime Victims	\$23.66
98469	Yakima Regional Clean Air Agency	Clean Air Authority Assessment	\$1,064.50
98470	Yakima Valley Tourism	Advertising	\$926.00
		Yakima Tourism Membership	\$376.00
		Check Total:	\$1,302.00
98471	Yakima Valley Utility Coordinating Council	Memberships- Registrations - Subscriptions	\$120.00
98472	Yakima Waste Systems, Inc.	Recycling & Shred Services	\$45.76
EFTAP377	Washington State Department of Revenue	Excise Taxes	\$23,691.21
		Sales Tax Remitted	\$190.15
		Check Total:	\$23,881.36
EFTAP378	USDA RD DCFO Loan Payment (EFT)	Intergovernmental Loan Interest USDA/RD	\$5,257.08
		Intergovernmental Loan Interest USDA/RD	\$6,594.92
		Check Total:	\$11,852.00
EFTAP379	Wex Bank	Fuel Consumed Vehicles	\$2,400.68
		Fuel Vehicles	\$8,547.62

		Fuel Vehicles - Street Sweeper	\$359.92
		Fuel Vehicles - WWTP	\$904.45
		Check Total:	\$12,212.67
NR98270	Valley Wide Cooperative, Inc.	Utilities paid with Lease	(\$730.26)
NR98371	ZUS Bank Safekeeping	Banking Fees & Charges	(\$26.00)
	Grand Total		\$338,460.74

Accounts Payable Checks 98372-98472, EFTAP377, EFTAP378, EFTAP379, and NR98270, NR98371

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.

Adam Vaughn, Finance Director

February 9, 2024



CITY OF TOPPENISH
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 24-004

Agenda Item
6a

Meeting Date: February 12, 2024

Subject: Updating Master Fee Schedule to Add New False Alarm Response Fee Structure

Attachments: Resolution 2024-04, Updated Master Fee Schedules A and B

Presented by: Finance Director, Adam Vaughn

Approved For Agenda By: Debbie Zabell, City Manager

Discussion:

A provided to the Council at their February 5, 2024, Study Session, each year the City's Public Safety Personnel respond to over 250 false alarms. The false alarms are generated by private alarm systems that dispatch City personnel when triggered. False alarms can happen for several reasons, but repeated responses to the same address are a drain on the City's public safety resources. The false alarm fee as presently constructed does not generate enough revenue to offset the costs of response, nor does it deter future false alarms from occurring,

The City Council directed staff to establish a tiered fee schedule for false alarms; and included the current allowance for one false alarm each year at no charge. The attached updated 2024 Fee Schedule includes a tiered schedule for Fire False Alarms, Nuisance False Alarms, and Police False Alarms. (Pgs. 5 and 10)

Staff anticipates the increase in the penalty for false alarms will incentivize repeat those with multiple false alarms to improve their alarm systems to avoid costly charges. If improvements to the alarm systems, so that false alarms are reduced, the increased penalty will allow the city to move closer to recouping the personnel costs associated with responding to false alarms.

Fiscal Impact: An approximate 35% or \$3,150 in additional revenues resulting from False Alarm fees.

Recommendation: Approve Resolution 2024-04 Adopting the Master Fee Schedules A and B.

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

RESOLUTION 2024-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOPPENISH, WASHINGTON UPDATING
MASTER FEE SCHEDULES A AND B**

WHEREAS, the City Council finds that the following fee schedule sets forth fees that are reasonable and necessary until same shall be revised,

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

Section 1. Effective February 13, 2024, the attached Schedule A and Schedule B of fees set forth herein are hereby adopted.

Section 2. Unless otherwise specifically stated, prior fee Resolutions are hereby rescinded and superseded by this Resolution.

Section 3. Washington State Sales Tax will be added to fees listed in the attached Schedule A of this Resolution where required by State law.

Section 4. The City Clerk is authorized to make necessary corrections to Schedule A and Schedule B of this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto.

Section 5. All loose coins used to pay bills or fines from the City of Toppenish must be packaged in bank coin rolls, if more than 50 of any coin is used for payment. Each coin roll used must be identified with the customer's name and phone number. Any loose coin used for payment contrary to the above policy will be refused by the city staff.

Section 6. Cemetery and perpetual care fees shall be adjusted January 1 of each year as follows: 2% increase for cemetery fees; and 10% increase for perpetual care.

PASSED by the Toppenish City Council at its regular meeting held on February 12, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

City of Toppenish
2024 MASTER FEE SCHEDULE

BUILDING, PLUMBING, MECHANICAL PERMIT FEES AND CHARGES			
15.01.050	Building Permit Fees (see Schedule B to determine valuation)		
Total Valuation		Permit Fee	
\$0	to	\$500	\$24.00 for the first \$500
\$501	to	\$2,000	\$24.00 for the first \$500 plus \$3.00 for each additional \$100 or fraction thereof to and including \$2,000
\$2,001	to	\$40,000	\$69.00 for the first \$2,000 plus \$11.00 for each additional \$1,000 or fraction thereof to and including \$40,000
\$40,001	to	\$100,000	\$487.00 for the first \$40,000 plus \$9.00 for each additional \$1,000 or fraction thereof to and including \$100,000
\$100,001	to	\$500,000	\$1,027.00 for this first \$100,000 plus \$7.00 for each additional \$1,000 or fraction thereof to and including \$500,000
\$500,001	to	\$1,000,000	\$3,827.00 for the first \$500,000 plus \$5.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000
\$1,000,001	to	\$5,000,000	\$6,327.00 for the first \$1,000,000 plus \$3.00 for each additional \$1,000 or fraction thereof to an including \$5,000,000
\$5,000,001	and	over	\$18,327.00 for the first \$5,000,000 plus \$1.00 for each additional \$1,000 or fraction thereof
	Building Plan Review Fee: 65% of permit fee as calculated using the above table		
	Refund of Building Plan Review Fee: No time in review 20% non-refundable - 80% refundable Review started 20% non-refundable - balance of refund based on the percentage of review completed		
15.01.050	Other Building Permit and Inspection Fees:		
	Additional plan review required for: changes, additions, revisions to approved plans OR for re-instating or extending an issued permit - per hour, (minimum 2 hours)		\$98.00
	Commercial Coach - Single Section		\$450.00
	Commercial Coach - Each Additional Section		\$75.00
	Demolitions		\$65.00
15.20.030	Fence permit (all fences new, addition to or electric fence)		\$30.00
	Inspections outside of normal business hours (minimum charge two hours), per hour, or actual cost, whichever is greatest		\$88.00
	Inspections for which no fee is specifically indicated, per hour, or actual cost, whichever is		\$100.00
	Investigation Fee: building, structure, gas, mechanical or plumbing work commencing before permit issuance (IBC Sec 109.4 & IRC Sec R108.6)		50% of actual permit
	Manufactured Homes - Single Wide		\$280.00
	Manufactured Homes - Double Wide		\$320.00
	Manufactured Homes - Triple Wide		\$360.00
15.05.020	Moving Permit (building moved within or through City)		\$100.00
	Outside consultants for plan checking, inspections, or both, including administrative and overhead cost (when used)		Actual Cost
	Remodel or Repair building permits (see Schedule B for valuation determination)		
	Re-inspection fees, per hour, or actual cost, whichever is greatest		\$78.00
	Re-Roofing - Residential, one- and two-family units		\$75.00
	Re-Roofing - Non-Residential, square feet up to 10,000		\$125.00
	Re-Roofing - Non-Residential, per each additional 10,000 square feet or fraction thereof		\$75.00
	Shipping container placement permit fee - per container		\$234.00
	Shipping container placement plan review fee (65% of permit fee)		\$152.10
	Swimming Pools (depth of 24" or more - IBC Sec. 105.2.9 & IRC Sec. R105.2.7) Exempt: Spas, saunas, or hot tubs with safety covers		\$110.00

	Flood Development Permit Fee:	
15.30.110	Flood development permit, new or addition residential and nonresidential construction	\$100.00
15.30.160(F)	Flood development permit detached garages, small storage sheds and small water tanks	\$0.00
15.01.050	Mechanical Permit Fees: (see Schedule B for permit fees)	
	Other Mechanical Inspection Fees:	
	Additional plan review required by changes, additions or revisions to approved plans, per hour for minimum one-half hour	\$78.00
	Inspections for which no fee is specifically indicated	\$20.00
	Reinspection (after one inspection and one reinspection)	\$25.00
	Inspections outside normal business hours, per hour for minimum of two hours	\$100.00
15.01.050	Plumbing Permit Fees: (see Schedule B for permit fees)	
	Other Plumbing Inspections and Fees :	
	Additional plan review required by changes, additions or revisions to approved plans, per hour for minimum one-half hour	\$78.00
	Inspections outside normal business hours, per hour for minimum of two hours	\$100.00
	Reinspection (after one inspection and one reinspection)	\$25.00
	Development Review Fees and Reimbursable Charges:	
17.24.020 & 2.85.030(D)	<p>Development review billing fees provide for reimbursement of consultant peer review costs, legal review costs, hearing examiner costs, special studies, copying expenses and other related costs for land use permits, new commercial or multi-family buildings, grading, right-of-way and first-time tenant improvement projects. Billing is not used for single family residential building permits, unless there are permits other than building, plumbing or mechanical associated with the project.</p> <p>Depending on the size and complexity of the project, the fee required may be more than the minimum stated. Payment is due to the City upon demand. Billing is used for all phases of review and any other permit review or inspection cost that is not covered by plan review or permit fees. The actual review time varies for each project. If direct costs are less than the development review fee, the City shall refund to the applicant any remaining portion of the fee. If the direct costs exceed the development review fee, the applicant is required to submit additional funds to cover the direct costs and to ensure there are sufficient funds to cover all remaining work for the project.</p>	Minimum Deposit \$2,500
BUSINESS LICENSE FEES AND CHARGES		
5.01.070	17.16.020 Zoning conformance review required. Prior to obtaining any business license, building permit or lot line adjustment, the applicant shall request the zoning administrator or his/her designee to determine whether the use, building or lot change complies with all provisions of this title, any applicable use permit and that all permit conditions have been satisfied.	
	Business License Fees:	
	Regardless of the number of employees, the fee for the license shall not be more than \$600.00. Employees mean full-time employees, including the owner of the business, (two part-time employees are equal to one full-time employee.)	
5.01.120(A)	Annual base rate	\$40.00
5.01.120(B)	Each employee (including the business owner)	\$10.00
5.01.120(B)	In addition to the base rate and the amount per employees, an additional fee/s shall be assessed and paid for amusement machines, (video game or pinball, card table, pool table, horse trolley vehicle and tavern or restaurant which serves liquor and provides dancing or entertainment.	
5.01.120(B)	Each amusement machine, such as video game or pinball	\$10.00
5.01.120(B)	Each Card table	\$10.00
5.01.120(B)	Each Pool table	\$10.00
5.01.120(B)	Each Horse trolley vehicle	\$25.00
5.01.120(B)	Tavern or restaurant which serves liquor and provides entertainment, such as dancing or a floor show	\$50.00

	Other Business Activity License Fees:	
5.10.010	Carnival - per day	\$100.00
5.10.010	Carnival and Fair Inspection/Investigation Fee	\$50.00
5.01.120(C)	Circus - per event, up to three consecutive days	\$100.00
5.01.120(C)	Dance Hall - per year	\$150.00
5.01.120(C)	Public Dance (Dances that are not part of ordinary course of business) - per day	\$50.00
5.01.120(C)	Flea market (per year or \$50.00 per day)	\$150.00
5.01.120(C)	Home Occupation - per year See TMC 17.56.050 Home Occupation zoning approval required prior to issuance of Home Occupation business license	\$30.00
5.01.120(C)	Residential rental license base rate (includes one unit)	\$40.00
	Each additional residential unit over one	\$15.00
5.01.120(C)	Shows, exhibitions or fairs (per day)	\$50.00
5.01.120(C)	Transient merchant, hawker and peddler (per month per wagon, cart or stand, or \$150.00 per year)	\$50 or \$150.00
	Master License Fees:	
5.01.130(A)	Within Toppenish Rodeo and Livestock Grounds - per year	\$300.00
	Within Toppenish Rodeo and Livestock Grounds - per event	\$50.00
5.01.130(B)	Nonprofit community organizations - per organization per year	\$200.00
	Nonprofit community organizations - per organization per event	\$50.00
	Certain uses, because of their nature, are classified as "special events." These special events shall be allowed by special events permit granted by the city manager or designee. See Special Event below.	
5.01.120(E)	Late Fee (more than 30 days past renewal)	\$25.00
	Mobile Home Parks and Recreational Vehicle Parks Fees:	
15.15.360(A)	Mobile Home Parks Annual Application and License Fee, not refundable; using the monthly average of spaces occupied and unoccupied the month prior to application Base license fee plus per space charge	\$75.00
	In addition to the base rate an additional fee will be charged for each occupied space.	\$50.00
	In addition to the base rate and the fee for each occupied space, an additional fee will be charged for each unoccupied space	\$5.00
15.15.360(B)	Recreational Vehicle Parks (not refundable) - per year	\$75.00
	In addition to the base rate an additional fee will be charged for each space.	\$20.00
5.60.040	Entertainment License Fees:	
	It is unlawful for any person to be employed as or act as an entertainer without a valid license. The fee for a license shall be included with the initial application and each application renewal. In addition, a nonrefundable application fee must be paid at the time of filing an application in order to defray the costs of processing the application.	
	Entertainer's Application	\$50.00
	Entertainer's License - per year	\$100.00
5.50.023	Yard and Garage Sales Fees:	
	Yard and Garage Sales Permit (three per property per calendar year - Jan thru Dec)	\$10.00
5.65.120	Special Event Fees: Parades, Athletic Events, Family Reunions, Weddings	
	Certain uses are classified as "special events". Special events permit are granted by the city manager or designee.	
	Application submitted 30 days or more before the event - Resident	\$50.00
	Application submitted 30 days or more before the event - Non Resident	\$63.00
	Application submitted less than 30 days before the event - Resident	\$75.00
	Application submitted less than 30 days before the event - Non Resident	\$94.00
	Non-Profit organizations - 50% of the above fees	
	City staff required for each event - current hourly billing rate	
	Plus costs for garbage removal - quote provided by Public Works Superintendent	

5.45.410(L)	Wireless Communication Facilities Deposit: If the actual costs to the City are less than the application fee deposit, then the City shall refund to the applicant any remaining portion of the fee deposit. If the actual costs to the City exceed the application fee deposit, then the City may request that the applicant increase its deposit.	\$3,000.00
17.85.190(D)(2)	Small Wireless Facility:	
	Non-Refundable Application Fee for Collocation per Small Wireless Facility	\$100.00
	Non-Refundable Application Fee for New Pole per Small Wireless Facility	\$1,000.00
2024 CEMETERY FEES AND CHARGES		
	Grave Site Fees:	
2.65.060(A)	Adult Plot	\$918.94
	Infant Plot	\$402.04
	Cremation Plot	\$356.09
2.65.060(A)	Mausoleum Tomb Fees:	
	Adult Plot	\$1,523.16
	Infant Plot	\$1,523.16
	Cremation Plot	\$1,523.15
	Perpetual Care & Maintenance Fees:	
2.65.060(A)	Adult Plot	\$674.26
2.65.060(A)	Infant Plot	\$278.66
2.65.060(A)	Cremation Plot	\$224.10
2.65.060(A)	Interment Fees: (opening & closing) includes temporary marker	
	Adult Plot	\$737.46
	Infant Plot	\$304.41
	Cremation Plot (interment into cremation plot or into occupied single adult plot)	\$268.79
	Mausoleum Plot	\$310.14
2.65.060(A)(3)	First interred in a double deep adult plot (additional charge payable with the opening/closing cost of the first grave)	\$1,123.41
2.65.060(A)	Grave Liner Fees: (sales tax is required for grave liners)	
	Full Size	\$643.26
	Infant	\$351.50
	Cremation	\$263.04
	Extra Large Liner	\$746.04
	Removal of Remains Fees:	
	From one grave to another in Elmwood Opening and closing of two plots. *Requires replacement liner.	
2.65.060(B)	*Adult Plot	\$1,474.92
	*Infant Plot	\$608.81
	*Cremation Plot	\$537.57
	From Elmwood to be moved outside of Elmwood	
	Adult Plot	\$895.97
	Infant Plot	\$468.66
	Cremation Plot	\$310.14
	Marker & Vase Installation Fees: Maximum depth all markers 12"	
2.65.080(A)	Flat Markers up to and including 12" x 24"	\$358.96
2.65.080(B)	Flat Markers 12" x 25" up to and including 12" x 36"	\$468.66
2.65.080(C)	Flat Markers 12" x 37" up to and including 12" x 40"	\$544.47
2.65.080(E)	Upright Markers with base up to and including 24" long	\$544.47
2.65.080(F)	Upright Markers with base a over 24" and up to and including 36" long	\$620.30
2.65.080(G)	Upright Markers with base over 36" and up to and including 40" long	\$702.99
2.65.080(D)	Setting for each vase	\$45.95
	Other Burial Fees:	
2.65.090	Saturday or Non-City Workday Service	\$544.47

DOG LICENSE FEES AND CHARGES		
6.05.020	Unaltered Female or Male - per year, per dog, *for the first 3 dogs	\$30.00
6.05.020	Altered Female or Male - per year, per dog, *for the first 3 dogs	\$15.00
6.05.025	Unaltered Female or Male - per year, per dog, *for the 4th thru 6th dogs	\$50.00
6.05.025	Altered Female or Male - per year, per dog, *for the 4th thru 6th dogs	\$25.00
6.05.025	Unaltered Female or Male - per year, per dog, *for the 7th and more dogs	\$70.00
6.05.025	Altered Female or Male - per year, per dog, *for the 7th and more dogs	\$35.00
	<i>*Owner with 7 dogs total = \$30. + \$30. + \$30. + \$50. + \$50. + \$50. + \$70. = \$310.00</i>	
6.05.055(A3)	Potentially restricted (dangerous dog) registration fee (in addition to license fee)	\$100.00
6.05.055(A4)	Restricted (dangerous dog) registration fee (in addition to license fee)	\$250.00
6.05.045(A)	Late Fee (31 or more days late)	\$7.50
6.05.030(F)	Replacement tag	\$5.00
6.15.030	Annual Commerical Kennel Inspection Fee	\$250.00
FIRE PERMITS, ALARMS AND TRAINING FEES AND CHARGES		
3.01.070(C)	Fire Service Fees:	
	Annual Fire Inspection Fees:	
	E, I, F, H, M, S Occupancy: 0 to 5,000 square feet	\$80.00
	E, I, F, H, M, S Occupancy: 5,001 to 10,000 square feet	\$105.00
	E, I, F, H, M, S Occupancy: 10,001 and over	\$130.00
	A, B, R Occupancy: 0 to 5,000 square feet	\$55.00
	A, B, R Occupancy: 5,001 to 10,000 square feet	\$80.00
	A, B, R Occupancy: 10,001 and over	\$105.00
	Compliance Fire, Life, Safety Reinspection Fees:	
	1st reinspection	\$0.00
	2nd reinspection	\$55.00
	3rd reinspection	\$105.00
	4th reinspection	\$155.00
	5th reinspection	\$205.00
	6th reinspection and each inspection thereafter	\$255.00
	Emergency DUI Response	Actual Cost
	DUI Cost Recovery-Emergency Response Annual Yakima Co. Fire District Cost Recovery Rates	
	Fire Reports	\$15.00
	First Aid/CPR Training (per person)	\$65.00
	Fire Extinguisher Training (per person)	\$25.00
	False Alarm Fees:	
8.08.040	First response (per year)	\$0.00
8.08.040	Second through fifth response (per response per year)	\$50.00
8.08.040	Sixth through ninth response (per response per year)	\$100.00
8.08.040	Tenth through fourteenth response (per response per year)	\$150.00
8.08.040	Each response in excess of fourteen (per response per year)	\$200.00
	Nuisance Alarm Fees:	
8.08.040	First response (per year)	\$0.00
8.08.040	Second through fifth response (per response per year)	\$50.00
8.08.040	Sixth through ninth response (per response per year)	\$100.00
8.08.040	Tenth through fourteenth response (per response per year)	\$150.00
8.08.040	Each response in excess of fourteen (per response per year)	\$200.00

	Fire Permit Fees:						
15.01.050	Permit Fee Schedule - based on square fee and Occupancy Group as defined in Article 2 of the International Fire Code						
	B, R, U - Offices, professional services, motels, apartments, agricultural buildings						
	A, E, M - Assembly of people, education centers, mercantile						
	F, H, I, S - Factories, high hazard material locations, institutions, warehouses						
	Square Feet			B, R, U	A, E, M	F, H, I, S	
	1		1,000	\$58.50	\$77.10	\$95.95	
	1,001	to	2,500	\$80.60	\$108.05	\$135.30	
	2,501	to	5,000	\$116.65	\$153.95	\$193.35	
	5,001	to	7,500	\$172.90	\$231.15	\$289.05	
	7,501	to	10,000	\$230.90	\$307.80	\$384.80	
	10,001	to	12,500	\$290.00	\$384.80	\$480.45	
	12,501	to	15,000	\$347.20	\$461.70	\$577.95	
	15,001	to	17,500	\$403.60	\$538.65	\$673.65	
	17,501	to	20,000	\$461.70	\$615.85	\$769.25	
	20,001	and	higher	\$519.75	\$692.55	\$865.10	
15.01.050	Reinspection Fee - 50% of original permit fee						
	Fire Plan Review Fee is 65% of permit fee as shown above:						
	Refund of Fire Plan Review Fee: No time in review 20% non-refundable - 80% refundable. Review started 20% non-refundable - balance of refund based on the percentage of review completed						
	Additional Plan Review Fee, per hour						\$65.17
15.01.050	Detection and Suppression System Fees:						
15.01.050	Fire Sprinkler System Permit						
	Permit Fee: for every 5,000 Square Feet or portion thereof						\$87.35
	Plan Review Fee: 65% of the Fire Sprinkler System Fee						\$56.78
	Inspection of maintenance and upgrades (existing system)						\$100.00
15.01.050	Fire Alarm System Permit						
	Permit: for every 5,000 Square Feet or portion thereof						\$87.35
	Plan Review Fee: 65% of the Fire Alarm System Fee						\$56.78
	Inspection of maintenance and upgrades (existing system)						\$100.00
	Suppression System Permit						
	Self Contained Systems - Hood and Duct, Paint Booth, etc.						\$87.34
	Plan Review Fee: 65% of the Fire Sprinkler System Fee						\$56.77
15.01.050	Flammable/Combustible Liquid and Gas Storage Tank Fees:						
	1 to 124 gallon tanks - No Permit Required						
	125 to 300 gallon tanks						\$74.87
	301 to 600 gallon tanks						\$87.35
	601 to 1,000 gallon tanks						\$99.83
	1,001 to 5,000 gallon tanks						\$112.31
	5,001 to 10,000 gallon tanks						\$124.78
	10,001 to 20,000 gallon tanks						\$137.27
	20,001 gallon tanks and larger						\$149.74
	Underground Tank Removal Fee, per tank						\$62.42
	Temporary Membrane Structures, Tents & Canopy Fee (air-supported temporary membrane structures or tents with an area in excess of 200 square feet, or a canopy in excess of 400 square feet, except for structures used exclusively for camping.)						\$94.00

GARBAGE AND SOLID WASTE FEES AND CHARGES		
	Collection Fees and Late Charges:	
8.10.050(B)	Private Collection Permit (per year)	\$25.00
8.10.170(D)	Callback Fee: 90 Gallons	\$15.00
	Callback Fee: 300 Gallons	\$20.00
	Callback Fee: 350 Gallons	\$25.00
	Callback Fee: 420 Gallons	\$30.00
8.10.170(E)	Extra Hauling Fee (special items outside of containers - call for quote)	Actual cost
8.10.170(G)	Overfull Container: 90 Gallons	\$15.00
	Overfull Container: 300 Gallons	\$20.00
	Overfull Container: 350 Gallons	\$25.00
	Overfull Container: 420 Gallons	\$30.00
8.10.170(L)	Unscheduled Pickup (extra pickup): 90 Gallons	\$15.00
	Unscheduled Pickup (extra pickup): 300 Gallons	\$20.00
	Unscheduled Pickup (extra pickup): 350 Gallons	\$25.00
	Unscheduled Pickup (extra pickup): 420 Gallons	\$30.00
8.10.185	Late Fee – per month	\$10.00
8.10.190	Delinquent Fee	\$20.00
GRADING FEES AND CHARGES		
15.01.050	Based on the size and complexity of the project, the applicant may be required to pay the development review fee (minimum \$2,500 deposit) in addition to the grading fees and charges listed below.	
	Volume (Cubic Yards)	Plan Review
	50 cubic yards or less	\$0.00
	51 to 100 cubic yards	\$18.73
	101 to 1,000 cubic yards	\$28.12
	1,001 to 10,000 cubic yards	\$37.45
	10,001 to 100,000 cubic yards	\$37.45 for the first 10,000 cy plus \$11.22 for each add'l 10,000 cy or fraction thereof
	100,001 to 200,000 cubic yards	\$205.99 for the first 100,000 cy plus \$11.22 for each add'l 10,000 cy or fraction thereof
		\$54.30 for the first 100 cy plus \$13.14 for each add'l 100 cy or fraction thereof,
		\$146.52 for the first 1,000 cy plus \$11.22 for each add'l 1,000 cy or fraction thereof,
		\$247.46 for the first 10,000 cy plus \$60.50 for each add'l 10,000 cy or fraction thereof,
		\$701.92 for the first 100,000 cy plus \$28.122 for each add'l 10,000 cy or fraction thereof
MISCELLANEOUS FEES AND CHARGES		
3.01.070(A)	Copy Charges per RCW 42.56.120:	
	(i) Photocopies of public records or printed copies of electronic public records, per page, or actual cost if documents are sent out for copying	\$0.15
	(ii) Public records scanned into an electronic format requests, per page	\$0.10
	(iii) Scanned public records uploaded to e-mail or data storage service or other means of electronic delivery, per every four electronic record	\$0.05
	(iv) Per gigabyte transmission charge for electronic records	\$0.10
	Other Fees and Charges:	
	Maps	Actual cost
3.01.070(A)	Non-sufficient funds (NSF) check handling fee	\$30.00
	Personnel Services Fee: miscellaneous inspections and municipal services	Time and Material

PARK FEES AND CHARGES		
2.80.050(B)	Park Gazebo Rental: Pioneer, Olney, Allen, & Post Office Parks (2 picnic tables included in rental).	
	Inside City Rate: Per hour, in four hour increments, minimum four hours/\$40.00	\$10.00
	Outside City Rate: Per hour, in four hour increments, minimum four hours/\$48.00	\$12.00
	Picnic Tables: Delivery to and pickup from all parks, events, or additional tables for gazebo rentals.	
	1 to 2 tables	\$42.00
	3 to 4 tables	\$84.00
	5 to 6 tables	\$126.00
	7 to 8 tables	\$168.00
	9 to 10 tables	\$210.00
PLANNING AND ZONING FEES AND CHARGES		
	Development Review Fees and Reimbursable Charges:	
17.24.020 & 2.85.030(D)	<p>Development review billing fees provide for reimbursement of consultant peer review costs, legal review costs, hearing examiner costs, special studies, copying expenses and other related costs for land use permits, new commercial or multi-family buildings, grading, right-of-way and first-time tenant improvement projects. Billing is not used for single family residential building permits, unless there are permits other than building, plumbing or mechanical associated with the project.</p> <p>Depending on the size and complexity of the project, the fee required may be more than the minimum stated. Payment is due to the City upon demand. Billing is used for all phases of review and any other permit review or inspection cost that is not covered by plan review or permit fees. The actual review time varies for each project. If direct costs are less than the development review fee, the City shall refund to the applicant any remaining portion of the fee. If the direct costs exceed the development review fee, the applicant is required to submit additional funds to cover the direct costs and to ensure there are sufficient funds to cover all remaining work for the project.</p>	Minimum Deposit \$2,500
2.85.020	Planning & Zoning Fees and Charges:	
	Comprehensive plan amendment	\$300.00
	Substantial development permit under the shoreline master program	\$300.00
	Critical areas permit	\$100.00
14.10.010	SEPA - Environmental Review Fees:	
	Environment Checklist Review when public notice is stand alone	\$250.00
	Environment Checklist Review when public notice is combined with other required public notices	\$100.00
	Preparation of a Draft EIS	\$500.00
	Preparation of an EIS Scoping	\$200.00
	Preparation of a Final EIS	\$200.00
	Sign Permit - Zoning Review Fees:	
15.10.020(G)	Up to 25 sq. ft. sign	\$30.00
15.10.020(G)	Each additional sq. ft over 25 sq. ft.	\$0.50
16.08.060(B)	Subdivision Qualified Exemption Application Fees:	
	First action	\$100.00
	Each additional action	\$25.00
	Subdivision Fees:	
	Short Plat: 2 to 6 lots	\$250.00
	Formal (long) Plat Application: 7 or more lots	\$300.00 plus \$15.00 per lot
	Extend preliminary plat deadline	\$100.00
	Final Plat Application:	
	Short and Long Subdivision	\$300.00
16.18.010(3)(g)	Alter, Amend, or Vacate Plat Application (including street/right-of-way)	\$300.00

17.16.050	Certificate of Zoning Compliance Certificate Fees:				
	New application				\$150.00
	Renewal				\$25.00
	Conditional Property Use Permit Fees:				\$100.00
	Development Review Deposit Required				
17.56	Special Property Use Permit Fees:				\$100.00
	Development Review Deposit Required				
	Mobile home parks Crematories Churches Fraternal Lodges	Grange halls Clubs Philanthropic Institutions	Schools Daycare Centers (not in home) Nursing Homes	Temporary facilities Permitted special uses in B3 zones.	\$350.00
TMC.56.050	Home occupations				\$150.00
	Special property permit issued for business performed from a residence in R1 & R2 and is clearly incidental and secondary to the use of the premises as a dwelling place and does not change the character thereof. This occupation shall be carried on or conducted only by members of a family residing in the dwelling with no outside help employed.				
	Variance Applications Fees: plus applicable costs of all additional public notifications and/or staff time resulting from applicant requested changes based on the judgement of the administrator				
	First action on parcel				\$300.00
	per each additional related action on same parcel				\$50.00
15.15.320	Mobile home/RV park variances				\$300.00
	Zoning Code Amendments: plus applicable costs of all additional public notifications and/or staff time resulting from applicant requested changes based on the judgement of the administrator.				
	Sites up to one acre				\$300.00
	Sites more than one acre				\$400.00
	Amendment to zoning or subdivision ordinance text				\$300.00
17.24.030(E)	Similar use determination				\$150.00
17.24.030(F)	Applicant's request for special planning commission meeting				\$35.00
	Administrative appeal				\$300.00
	Reconsideration of hearing examiner decision				\$300.00
	Rescheduling by applicant of hearing before planning commission, hearing examiner or city council				\$150.00
17.26.080	Design District Planning Review				\$150.00
17.85.120	Application subject to Public Hearing				\$300.00
	Application subject to Administrative Review				\$50.00
	Application to Vacate Public Right of Way, plus applicable costs of appraisal, land and recording fees				\$300.00
POLICE AND LAW ENFORCEMENT FEES AND CHARGES					
1.16.040	Booking Fee				\$23.00
	Fingerprinting (Fee set by WA State DOL and WSP) Fees				
3.01.070(B)	1st card - resident				Actual Cost
3.01.070(B)	each additional card - resident				Actual Cost
3.01.070(B)	1st card - nonresident				Actual Cost
	each additional card - nonresident				Actual Cost
	Case Reports or Misc. Reports Fees				
3.01.070(B)	Insurance Company				\$15.00
3.01.070(B)	Citizen - per page				\$0.15
3.01.070(B)	Victim - per page				\$0.15
	Accident Report Fees				
3.01.070(B)	Insurance Company				\$15.00
3.01.070(B)	Citizen - per page				\$0.15
3.01.070(B)	Victim - per page				\$0.15
3.01.070(B)	Communication Tapes/CD's				\$10.00

	Concealed Pistol License (Fee set by WA State DOL and WSP) Fees	
3.01.070(B)	Original	Actual Cost
3.01.070(B)	Renewal	Actual Cost
3.01.070(B)	Late Renewal	Actual Cost
3.01.070(B)	Replacements	Actual Cost
	False Alarm Fees:	
8.08.040	First response (per year)	\$0.00
8.08.040	Second through fifth response (per response per year)	\$50.00
8.08.040	Sixth through ninth response (per response per year)	\$100.00
8.08.040	Tenth through fourteenth response (per response per year)	\$150.00
8.08.040	Each response in excess of fourteen (per response per year)	\$200.00
RECREATION AND SWIMMING PROGRAM FEES AND CHARGES		
2.75.010	Recreation Programs Fees:	
	Youth - resident	\$21.00
	Adult - resident	\$21.00
	Youth - nonresident	\$25.00
	Adult - nonresident	\$25.00
	Adult Fitness Class Fees:	
	Per session	\$3.00
	Per month	\$30.00
	Aquatics Fees:	
2.75.010	General Admission per Session:	
	Youth (up to 12 years old, includes sales tax)	\$2.00
	Adult (13 years and older, includes sales tax)	\$3.00
	10-Punch Card: <i>(Inside City 20% discount) (Outside City 10% discount)</i>	
	Inside City Youth Punch Card + tax	\$16.00
	Outside City Youth Punch Card + tax	\$18.00
	Inside City Adult Punch Card + tax	\$24.00
	Outside City Adult Punch Card + tax	\$27.00
2.75.010	2022 Individual Season Pass: <i>(Inside City 30% discount) (Outside City 20% discount)</i>	
	Inside City Youth & Honored Citizen + tax	\$56.00
	Outside City Youth & Honored Citizen + tax	\$64.00
	Inside City Adult + tax	\$84.00
	Outside City Adult + tax	\$96.00
	Toppenish Swim Team Practice Pass + tax	\$56.00
	2022 Family Pass: <i>(Inside City 40% discount) (Outside City 30% discount)</i>	
	Inside City 2 or more people in same household + tax	Per Person \$60.00
	Outside City 2 or more people in same household + tax	Per Person \$70.00
	*Honored citizen is for those who are 62 years or older, possess a State of Washington Handicapped Parking Placard (wallet card), SSI Disabled, or active duty military and veterans of America.	
2.75.010	Pool Rental Fees:	
	Up to 50 swimmers: Inside City (per hour) Two hour minimum + tax	\$128.00
	Each swimmer over 50 swimmers: Inside City (per hour) + tax	\$1.00
	Up to 50 swimmers: Outside City (per hour) Two hour minimum + tax	\$160.00
	Each swimmer over 50 swimmers: Outside City (per hour) + tax	\$1.25
	Aquatic Class Fees:	
2.75.010	Water Safety Class (Swim Lessons) - resident	\$30.00
	Water Safety Class (Swim Lessons) - non-resident	\$37.50
	Lifeguard Training – Initial Certification	\$135.00
	Lifeguard Training – Re-certification	\$75.00

SEWER, STREET, AND WATER REVIEW FEES AND CHARGES		
	Based on the size and complexity of the project, the applicant may be required to pay the development review fee (minimum \$2,500) in addition to the sewer, street, and water fees and charges listed below.	
SEWER PERMIT FEES AND CHARGES		
	Sewer Fees & Charges:	
2.85.030(B)(1)	Sewer video inspection	\$50.00
2.85.030(B)(1)	Per foot of main inspected	\$2.50
2.85.030(A)(1)	Sewer Tap & Inspection, per tap (from main line to property)	\$250.00
13.46.020	Sewer System Connection Charge per connection	\$2,000.00
13.34.010	Side Sewers Connection Permit (from property line to structure)	\$250.00
	Side Sewer Repair Permit (from property line to structure)	\$50.00
13.44.050	Late Fee – per month	\$10.00
13.44.055	Non-payment sewer shut-off fee	\$20.00 plus time & material
STREET PERMIT FEES AND CHARGES		
	Road and Street Fees and Charges:	
2.85.020	Permit to occupy right-of-way	\$100.00
16.18	Vacation of public right-of-way plus cost of appraisal and land (outside of plat)	\$225.00
12.04.080	Sidewalk Construction Permit	\$100.00
12.04.170	Driveway Permit	\$100.00
12.08.010	Excavation/Right-of-Way Permit	\$100.00
13.04.060(B)	Pavement Cut per square foot for paved or oiled streets	\$6.00
	Storm and Surface Water Connection Fees:	
	Connection Fee (as prescribed in TMC 13.60.040)	See 13.60.040
2.85.030(A)(3)	Storm Drain improvement inspection (from main property)	\$250.00
WATER PERMIT FEES AND CHARGES		
	Water Fees & Charges:	
2.85.030(A)(2)	Water main improvement inspection service, per lot or parcel	\$200.00
2.85.030(B)(2)	Water main pressure testing, per test	\$50.00
2.85.030(B)(3)	Water main bacterial test, per test	\$100.00
	Water Meter and Service Connection Fees:	
	Water Meter & Connection to Water Service: main tap, excavation, pipe, meter & set-up	
13.04.060(A)	3/4" service	\$1,300.00
13.04.060(A)	1" service	\$1,600.00
13.04.060(A)	1 1/2" service	\$2,200.00
13.04.060(A)	2" service	\$2,900.00
13.04.060(A)	Over 2" (actual cost deducted from deposit)	\$3,500.00
	Water Meter Only (existing water service to the property)	
	5/8 " or 3/4" service	\$340.00
	1" water meter only	\$438.00
	1 1/2" water meter only	\$712.00
	2" water meter only	\$905.00
13.04.090	Water Facility Charges - per connection	\$2,000.00
	Fire Hydrant Meter Fees:	
13.16.040(E)	Hydrant Permit	\$75.00
	Water Usage per 1,000 gallons (minimum 1,000 gallons)	\$14.45
	Meter damage deposit	\$900.00
	Meter monthly rental (minimum one month)	\$50.00

	Other Water Fees and Charges:	
13.08.080	Tampering with or turning water off or on at the water meter. Cost to remove and replace water lines and water meter - charges assessed to utility account	Actual Cost
13.08.130	Improper connection – Residential Penalty	\$100.00
	Improper connection – Commercial Penalty	\$250.00
	Improper connection – Fire Hydrant Penalty	\$500.00
13.12.020	Water meter testing deposit, per customer request	\$20.00
13.16.060	Late Fee (per month)	\$10.00
13.16.070	Non-payment water shut-off fee	\$20.00
13.16.070	Meter tampering shut-off fee and lock (1st offense) assessed to utility account	\$40.00
13.16.070	Meter tampering shut-off fee and meter pull (2nd offense) assessed to utility account	\$100.00
13.16.110	After hours nonemergency turn-on/turn off	\$110.00
	Meter re-read	\$10.00
	Final meter read	\$10.00
	Customer request water shut-off fee	\$10.00
	Collection agency assignment fee	As assigned
	Fire Sprinkler Suppression Fees: – monthly charge	
13.20.050	Inside City Limits	
	2” Service - inside city limits	\$3.89
	3” Service - inside city limits	\$5.69
	4” Service - inside city limits	\$11.38
	6” Service - inside city limits	\$33.46
	8” Service - inside city limits	\$71.27
13.20.060	Outside City Limits	
	2” Service - outside city limits	\$4.86
	3” Service - outside city limits	\$7.11
	4” Service - outside city limits	\$14.23
	6” Service - outside city limits	\$41.83
	8” Service - outside city limits	\$89.09

City of Toppenish
2024 MASTER FEE SCHEDULE

ICC Building Valuation Data February 2022 - Square Foot Construction Costs

Occupancy		Construction Type								
Type	Description	I A	I B	II A	II B	III A	III B	IV	V A	V B
A-1	Assembly, theaters with stage	309.06	298.66	291.64	250.58	263.98	255.82	272.02	244.08	237.02
A-1	Assembly, theaters without stage	282.85	272.45	265.42	254.37	327.77	229.61	245.81	218.59	210.80
A-2	Assembly, nightclubs	237.21	230.23	242.56	215.36	202.99	197.40	207.69	183.68	177.40
A-2	Assembly, restaurants, bars, banquet halls	236.31	229.23	222.56	214.36	200.99	196.40	206.69	181.68	176.40
A-3	Assembly, churches	286.90	276.49	269.47	258.42	242.23	243.07	249.86	223.05	215.26
A-3	Assembly, general, community halls, libraries, museums	244.77	234.37	226.34	216.29	198.94	191.79	207.73	179.77	172.98
A-4	Assembly, arenas	281.85	271.45	263.42	253.37	235.77	228.61	244.81	216.59	209.80
B	Business	240.90	232.07	223.51	214.08	194.91	187.36	205.68	172.02	164.34
E	Educational	257.70	248.89	242.35	231.09	216.47	205.54	232.92	189.21	183.31
F-1	Factory and industrial, moderate hazard	144.93	138.11	130.39	125.40	112.49	107.10	120.02	92.69	86.88
F-2	Factory and industrial, low hazard	143.93	137.11	130.39	125.40	112.49	106.10	119.02	92.69	85.88
H-1	High hazard, explosives	135.29	128.47	121.75	115.76	104.14	97.75	110.39	84.34	No permit
H-2, 3, 4	High hazard	135.29	128.47	121.75	115.76	104.14	97.75	110.39	84.34	77.53
H-5	HPM	240.90	232.07	223.51	214.08	194.91	187.36	205.68	172.02	164.34
I-1	Institutional, Supervised environment	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
I-2	Institutional, incapacitated, hospitals, nursing homes	401.22	392.40	383.83	374.40	254.29	No permit	366.00	331.40	No permit
I-3	Institutional, restrained	273.40	264.57	256.00	264.57	229.13	220.58	238.17	206.24	196.56
I-4	Institutional, day care facilities	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
M	Mercantile	177.02	196.94	163.27	155.07	142.48	137.88	147.40	123.17	177.89
R-1	Residential, hotels	246.94	238.56	231.54	222.30	204.35	198.77	222.58	183.44	178.00
R-2	Residential, multifamily	206.81	198.43	191.41	182.17	165.41	159.83	182.46	144.50	139.06
R-3	Residential, one and two-family	192.85	187.37	182.53	178.04	172.85	166.59	175.01	160.35	150.87
R-4	Residential, care or assisted living facilities	244.45	236.08	229.06	219.82	202.16	196.58	220.10	181.25	175.81
S-1	Storage, moderate hazard	134.29	127.47	119.75	114.76	102.14	96.75	109.39	82.34	76.53
S-2	Storage, low hazard	133.29	126.47	119.75	113.76	102.14	95.75	108.39	82.34	75.53
U	Utility, miscellaneous	104.98	99.04	93.31	89.21	80.44	74.45	85.33	63.42	60.43

Remodel or Repair Valuation

Remodel or repair valuation is based on the following table. When the construction does not fit into the table, the estimated value or work provided by the applicant or contractor will be used.

Extent of Alteration	% of Building Valuation	DEFINITION Examples
Minor	25%	<ul style="list-style-type: none"> •Work involving less than 25% of the structure •Replacement of up to 25% of windows •Minor remodel of one or two rooms •Incidental or limited structural work
Major	50%	<ul style="list-style-type: none"> •Work involving up to 50% of the structure •Replacement of up to 50% of the windows •Addition, removal or moving of many walls •Major interior remodel leaving some walls in place •Some exterior or structural changes
Full	75%	<ul style="list-style-type: none"> •Demolition of non-structural features leaving a structural shell •Significant structural upgrade or repair ex. Roof truss, floor joists, foundation •Significant interior changes •Significant exterior changes

The square foot will be calculated on the combined floor area where the alterations will be made.

The percentage of building valuation based on City of Toppenish Fee Schedule.

If the work cannot be categorized in the table, the valuation may also be based on the contractors valuation of work.

Residential Construction

R-3	Residential, one and two-family	\$150.87
R-3	Attics (walk around) unfinished storage only for R-3 only	\$43.26
R-3	Basement (unfinished) for R-3 only	\$27.63
R-3	Enclosed sleeping or service porch for R-3 only	\$80.10
R-3	Balcony for R-3 only	\$44.76
R-3	Conversion of attached garage into living space for R-3 only	\$87.28
R-3	Deck—no cover for R-3only	\$13.76
R-3	Porches or deck covers for R-3 only	\$43.00
R-3	Footings/Stem wall (replacement or for moved building—per lineal foot) for R-3 only	\$60.19
U	Residential Carport—open all sides for R-3 only for R-3 only	\$35.59
U	Carport—partially enclosed (one or more walls) for R-3 only	\$43.86
U	Garage—private use (wood frame and pole type) for R-3 only	\$69.25

Mechanical Permits	
Base Mechanical Permit Fee	\$30.00
Mechanical Unit Fees: Unit fees are in addition to Base Mechanical Permit for any installation, replacement, or relocation, per unit	Unit Fee
A/C Unit	\$10.36
Air Handling Unit <10,000 CFM	\$13.54
Air Handling Unit >10,000 CFM	\$18.41
Commercial Incinerator	\$104.37
Domestic Incinerator	\$25.85
Dryer Vent	\$10.36
Electric, Baseboard, or Suspended Heaters	\$17.51
Evaporative Cooler	\$13.54
Exhaust/Vent Fan (bath, kitchen, laundry)	\$10.36
Furnace/Htr <100,000 BTU	\$17.51
Furnace/Htr >100,000 BTU	\$20.69
Gas Boiler <100,000 BTU	\$17.58
Gas Boiler >100,001 <500,000 BTU	\$29.38
Gas Boiler >500,001 <1,000,000 BTU	\$39.00
Gas Boiler >1,000,001 <1,750,000 BTU	\$53.18
Gas Boiler >1,750,001 BTU	\$89.02
Gas Fireplace/Log/Heat Stove	\$17.51
Gas Grill	\$10.36
Gas Piping 1-4 outlets	\$8.04
Gas Piping 5+ each additional	\$3.20
Gas Range	\$10.36
Haz Piping 1-4 outlets	\$5.00
Haz Piping 5+ outlets, each	\$2.50
Heat Pump	\$10.36
LP Tank/Residential <125 gal	\$10.36
Miscellaneous	\$10.36
Non Haz Piping 1-4 outlets	\$5.00
Non Haz Piping 5+ outlets, each	\$2.50
Pellet Stove	\$37.06
Refrigeration systems	\$18.00
Repair/Alt./Addn. to a listed appliance	\$19.45
Residential Tank Abandoned	\$23.86
Supplemental Permit Fee	\$7.29
Type I/II Commercial Hood	\$17.51

Plumbing Permits	
Base Plumbing Permit Fee	\$30.00
Plumbing Unit Fees: Unit fees are in addition to Base Plumbing Permit for any installation, replacement, or relocation, per unit	Unit Fee
Atmospheric Breaker	\$8.00
Backflow Device (RPBA or DCVA) >2"	\$25.00
Bathtub/Shower (each)	\$11.00
Clothes Washer	\$11.00
Dishwasher	\$11.00
Drinking Fountain	\$11.00
Floor Drain	\$11.00
Hose Bib	\$11.00
Pretreatment Interceptor	\$19.00
Repair/Alt. Drain/Vent Piping	\$11.00
Roof Drain	\$11.00
Sampling Port	\$11.00
Sewage Pump	\$11.00
Side Sewer/Clean Out (structure connection to side sewer)	\$21.00
Sink (each)	\$11.00
Supplemental Permits	\$16.00
Urinal	\$11.00
Water Closet (each)	\$11.00
Water Heater	\$11.00
Water Piping/Service	\$11.00
Devices regulated by this code but not classed in other categories, per device	\$11.00



CITY OF TOPPENISH
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 24-005

Meeting Date: February 12, 2024

Subject: Proposed City-Wide Phone System

Attachments: Resolution 2024-05; Phone System Quote; Phone System Feathers

Presented by: Shaun Burgess, Public Works Superintendent

Approved For Agenda By: Debbie Zabell, City Manager

Discussion:

The current phone system does not effectively meet the needs of our community and municipal operations. Staff regularly experiences performance and functionality issues impacting overall communication for both internal and external (customers) users.

The proposed new phone system features will enhance our current communication capabilities and contribute to increased efficiency. The hardware alone provides industry-leading sound quality featuring Poly High Definition (HD) Voice. The proposed system is highly scalable, allowing the city to easily expand and grow as needs arise. It will also meet the specific requirements for emergency services, both Police and Fire.

The proposed new phone system is also cost-effective, providing the city with savings of more than \$420 per month. The system also comes with a robust support system and regular updates to address any issues promptly, providing a stable and secure communication infrastructure.

A comprehensive implementation plan will be developed to include timelines, training sessions for staff and a minimal disruption strategy during transition.

Fiscal Impact: Estimated annual savings of \$5,040.00.

Recommendation: Approve Resolution 2024-05, authorizing the City Manager to approve and sign the Lumen Contract for the new phone system.

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

RESOLUTION 2024-05

**A RESOLUTION APPROVING THE CONTRACT FROM LUMEN TO
IMPLEMENT A NEW PHONE SYSTEM**

WHEREAS the current phone system experiences performance and functionality issues, resulting in disruptions in communication, and

WHEREAS upgrading to a modern, advanced phone system is essential to improve overall communication efficiency, enhance resident engagement and address needs, and

WHEREAS an assessment of available and currently used phone systems has been conducted, taking into consideration the requirements of all departments and the residents it services, and

WHEREAS the identified solution not only resolves the existing issues but also provides additional features and functionalities tailored to meet the demands of our evolving communication landscape,

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

Proposal from Lumen for implementation of new phone system based on their ability to address the current shortcomings and improve overall communication while saving the City over \$5,000.00 annually is approved and the City Manager is authorized and directed to enter the City of Toppenish into contractual agreement with Lumen.

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

PASSED by the Toppenish City Council at its regular meeting held on February 12, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

Customer Information	Account Information	Prepared By
Name: City of Toppenish Primary Contact: Primary Contact Phone: Primary Contact Email: Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 1052158 Billing Account: Billing Address: 21 W 1ST AVE TOPPENISH, WA 98948-1524 Contract ID#: New (Internal Use Only)	Name: Ashly Garcia Phone: Email: ashly.garcia@lumen.com

Order

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
Lumen Hosted VoIP	1	21 W 1ST AVE TOPPENISH WA 98948		Total Seat Band: 26-200 Seats	60 Months	\$0.00	\$0.00	
	42		Seat Type : Premium		60 Months	\$840.00	\$0.00	
	3		Auto Attendant(s)		60 Months	\$14.85	\$0.00	
	6		Hunt Group(s)		60 Months	\$5.70	\$0.00	
	42		VVX 250		60 Months	\$197.40	\$0.00	
Service Sub Total:						\$1,057.95	\$0.00	

"Terms and Conditions for Lumen Hosted VoIP Service"

Lumen Hosted VoIP terms and conditions are located in the Lumen Hosted VoIP Service Exhibit.

1. Lumen Hosted VoIP Pricing. Lumen will charge Customer and Customer will pay the rates set forth in this Order and in the Lumen Hosted VoIP Service Rate Sheet located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf>. In the event of a conflict, the following order of precedence will apply in descending order of control: this Order, the Lumen Hosted VoIP Service Rate Sheet, and any other pricing documents.

1.1 Seat Pricing. Seat pricing tables are found in the Lumen Hosted VoIP Service Rate Sheet. Charges are based on the Initial Term length, and the total number of seats across all locations. Customer will review the seat range pricing before making modifications in the VoIP portal.

1.2 Phone Upgrade Pricing. Pricing for phone upgrades is found in the Lumen Hosted VoIP Service Rate Sheet.

1.3 Additional Charges. Please see the Lumen Hosted VoIP Service Rate Sheet for additional charges, which includes pricing for additional features such as Hunt Groups, Auto Attendant, Receptionist Web Console, Business Communicator, Voice Mail Seats, Available TNs, white page listings, and directory assistance; the terms and pricing for LD/TF Offer; Upgrade/MACD charges; and other charges. Any reference to "Basic White Page Listing" in the table above is also known as "Basic business white page listing" in the Lumen Hosted VoIP Service Rate Sheet.

1.4 MACD. In the event customer chooses to move, add, change or delete a Lumen Hosted VoIP Service or a portion of such Service, Customer must access the VoIP portal at <https://centurylink.com/voip> to place orders. Modifications made by Customer in the VoIP portal may impact pricing for Services ordered under this Order.

1.5 911. Service is subject to the 911 Emergency Service Acknowledgment below.

911 EMERGENCY SERVICE ACKNOWLEDGMENTS:

Customer Initials: _____

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF

LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT
<http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>.

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 1,057.95	\$ 0.00



SOUND YOUR BEST WITH FOUR LINES

BENEFITS

- Conversations stay on track. Hear every nuance with industry-leading sound quality featuring Poly HD Voice
- Eliminate distracting background noise at the source with exclusive award-winning Poly Acoustic Fence technology
- Easy deployment and administration with web-based management tools and zero-touch provisioning

POLY VVX 250 BUSINESS IP PHONE

Extraordinary sound is standard on the anything-but-ordinary Poly VVX 250 multi-line phone. For call environments that demand reliability, the VVX 250 won't let you down. Easily get to all the phone features you use most. And let's hear it for Poly Acoustic Fence. It eliminates background noise to keep calls quiet wherever it's noisy—home offices, open offices or call centers. IT will appreciate robust provisioning and management capabilities that take the headache out of telephony deployment and support.

- Four line keys with a 2.8 inch color LCD display (320 x 240 pixels)
- Crystal clear sound with Poly HD Voice and Poly Acoustic Clarity
- Full duplex speakerphone with world-class echo cancellation
- Easy to install anywhere with optional Poly Wi-Fi USB accessory
- Headset options to suit any style (USB, RJ9, EHS)

POLY VVX 250 BUSINESS IP PHONE



SPECIFICATIONS

USER INTERFACE FEATURES

- 2.8" color LCD screen (320x240 pixel resolution)
- Voicemail support¹
- WebKit-based browser
- Adjustable base height
- Unicode UTF-8 character support
- Single USB port (2.0 compliant) for media and storage applications
- Multilingual user interface including Chinese, Danish, Dutch, English (Canada/US/UK), French, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Slovenian, Spanish and Swedish

AUDIO FEATURES

- Poly HD Voice delivers lifelike voice quality for each audio path handset, the hands-free speakerphone, and the optional headset
- Poly Acoustic Clarity provides full-duplex conversations, acoustic echo cancellation and background noise suppression
- Type 1 compliant (IEEE 1329 full duplex)
- Frequency response—150 Hz—7 kHz for handset, optional headset and handsfree speakerphone modes
- Codecs: G.711 (A-law and μ -law), G.729AB, G.722, iLBC, OPUS
- Individual volume settings with visual feedback for each audio path
- Voice activity detection
- Comfort noise generation
- DTMF tone generation (RFC 2833 and in-band)
- Low-delay audio packet transmission
- Adaptive jitter buffers
- Packet loss concealment
- OPUS support

HEADSET AND HANDSET COMPATIBILITY

- Dedicated RJ-9 headset port
- Hearing aid compatibility to ITU-T P.370 and TIA 504A standards
- Compliant with ADA Section 508 Subpart B 1194.23 (all)
- Hearing aid compatible (HAC) handset for magnetic coupling to hearing aids
- Compatible with commercially-available TTY adapter equipment

CALL HANDLING FEATURES

- 4 lines (programmable line keys)
- Shared call/bridged line appearance
- Busy lamp field (BLF)
- Flexible line appearance (1 or more line keys can be assigned for each line extension)
- Distinctive incoming call treatment/call waiting
- Call timer and call waiting
- Call transfer, hold, divert (forward), pickup
- Called, calling, connected party information
- Local 3-way audio conferencing 1-touch speed dial, redial
- Remote missed call notification
- Do not disturb function
- Electronic hook switch capable
- Local configurable digit map/dial plan

OPEN APPLICATION PLATFORM

- WebKit-enabled full browser that supports HTML5, CSS, SSL security, and JavaScript
- Supports Poly Apps SDK and API for third-party business and personal applications
- Bundled with Poly UC Software:
- Corporate directory access using LDAP
- Visual Conference Management

NETWORK AND PROVISIONING

- SIP protocol support
- SDP
- IETF SIP (RFC 3261 and companion RFCs)
- Two-port gigabit Ethernet switch 10/100/1000 Base-TX across LAN and PC ports
- Conforms to IEEE802.3-2005 (Clause 40) for physical media attachment
- Conforms to IEEE802.3-2002 (Clause 28) for link partner auto-negotiation
- Static or dynamic host configuration protocol (DHCP) network setup
- Time and date synchronization using SNTP
- TFTP/HTTP/HTTPS server-based central provisioning for mass deployments
- Call server redundancy supported
- QoS Support—IEEE 802.1p/Q tagging
- (VLAN), Layer 3 TOS, and DHCP
- DHCP VLAN discovery,
- LLDP-MED for VLAN discovery
- Network address translation support for static configuration and "Keep-Alive"
- RTCP and RTP support
- Event logging
- Syslog
- Hardware diagnostics
- Status and statistics reporting
- IPv4
- TCP
- UDP
- DNS-SRV

SECURITY

- 802.1X authentication and EAPOL media encryption via SRTP
- Transport layer security (TLS)
- Encrypted configuration files
- Digest authentication
- Password login
- HTTPS secure provisioning
- Support for signed software executables

POWER

- Built-in auto-sensing IEEE 802.3af Power over Ethernet (Class 2) 4.5 (Max)
- External universal AC/DC adapter (optional) 5VDC @ 3A (15W)
- ENERGY STAR® rated

APPROVALS

- FCC Part 15 (CFR 47) Class B
- ICES-003 Class B
- EN55032 Class B
- ISPR32 Class B
- VCCI Class B
- EN55024
- EN61000-3-2; EN61000-3-3
- NZ Telepermit
- Korea KCC
- UAE TRA
- Russia CU
- Brazil ANATEL

- Australia RCM
- South Africa ICASA
- Saudi Arabia CITC
- Indonesia SDPPI
- S.Korea KC
- Mexico NOM ANCE
- RoHS Compliant

SAFETY

- UL 60950-1/62368-1
- CE Mark
- CAN/CSA C22.2 No 60950-1/62368-1-1
- EN 60950-1/62368-1
- IEC 60950-1/62368-1
- AS/NZS 60950-1

OPERATING CONDITIONS

- Temperature: 0 to 40°C (+32 to 104°F)
- Relative humidity: 5% to 95%, noncondensing

STORAGE TEMPERATURE

- -40 to +70°C (-40 to +160°F)

POLY VVX 250 COMES WITH

- Console
- Desk stand/wall mount bracket
- Handset with handset cord
- Network (LAN) cable—CAT-5E
- Setup sheet

SIZE

- 24 cm x 23 cm x 5.7 cm WxHxD
- 9.4 in x 10 in x 2.2 in WxHxD

PART NUMBER

- 2200-48820-025 VVX 250 PoE

WEIGHT

- Carton weight: 0.890 kg (1.96 lbs)

MASTER CARTON QUANTITY

- Ten (10)

WARRANTY

- One (1) year

¹Most software-enabled features and capabilities must be supported by the server. Please contact your IP PBX/Softswitch vendor or service provider for a list of supported features.

LEARN MORE

For more information on Poly VVX 250 Business IP Phone visit poly.com/us/en/products/phones

SLED Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order, will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the then standard applicable Service Exhibit(s)/Service Schedule(s). If such Service Exhibit(s)/Service Schedules(s) does not contain early termination charges, Customer will pay Lumen's standard early termination charges described in its then standard applicable Lumen MSA.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a per month property tax surcharge and (b) a per month cost recovery fee to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes or the RSS, if indicated by the applicable Service Exhibit(s)/Service Schedule(s).

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.lumen.com/login>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. Charges/Orders. Despite anything to the contrary, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. If your network service utilizes TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

Customer: City of Toppenish

Authorized Signature

Name Typed or Printed

Title

Date



CITY OF TOPPENISH
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 24-006

Agenda Item
6c

Meeting Date: February 12, 2024

Subject: Approve the Teamsters Memorandum of Understanding (MOU) extending the Collective Bargaining Agreement (CBA) through December 31, 2024

Attachments: Resolution 2024-06; Teamsters Rollover and Modification for 2022-2024 to CBA

Presented by: Debbie Zabell, City Manager

Approved For Agenda By: Debbie Zabell, City Manager

Discussion:

The proposed MOU extends the Teamsters 2021-2023 Collective Bargaining Agreement for an additional year to provide the city the time to complete a comprehensive compensation and classification study in 2024. The attached MOU details the 2024 wages and the agreed upon compensation study for the employees from Finance, Public Works, Police Records, and Development Services. The Unit unanimously ratified the MOU.

Members of both the Negotiation Teams deserve commendation for their collaborative negotiations. The staff is pleased to recommend to the City Council the ratification and adoption of this Memorandum of Understanding with the General Teamsters Unit.

Fiscal Impact: The approximate cost of the increase is \$105,000. The increased salaries and wages will be in the 2024 Budget Amendment.

Recommendations: Motion to approve Resolution 2024-06, authorizing the City Manager to sign the Teamsters Memorandum of Agreement to extend the Collective Bargaining Agreement through December 31, 2024.

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

RESOLUTION 2024-06

**A RESOLUTION APPROVING AND AUTHORIZING THE
MEMORANDUM OF UNDERSTANDING FOR THE ROLLOVER AND
MODIFICATION TO THE 2022-2024 COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE CITY OF TOPPENISH AND
TEAMSTERS LOCAL UNION NO. 760 (FINANCE, PUBLIC WORKS,
POLICE RECORDS, AND DEVELOPMENT SERVICES EMPLOYEES)
FOR THE PERIOD JANUARY 1, 2021, THROUGH DECEMBER 31, 2024**

WHEREAS, Teamsters Local Union No. 760 is the exclusive bargaining representative for certain employees of Finance, including the finance technicians; Development Services Department, including the permit coordinator and code enforcement officer; Police Records, including the records specialist and senior records specialist; and Public Works Department, including clerical, maintenance technicians, ground maintenance technician, water and wastewater treatment plant operators, for the above named departments of the City of Toppenish, Washington, and

WHEREAS, the City of Toppenish has entered into negotiations with Teamsters Local Union No. 760 for a labor contract with employees in the bargaining unit, and

WHEREAS, an agreement for a one-year rollover and modification for 2022-2024 has been reached with Teamsters Local Union No. 760 on behalf of the employees represented thereby, which agreement has been reduced to writing, and has been reviewed and found acceptable by the City Council,

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

Section 1. The Memorandum of Understanding for the rollover and modification to the 2022-2024 Collective Bargaining Agreement by and between the City of Toppenish and Teamsters Local Union No. 760 for the period January 1, 2021 through December 31, 2023, now extends to December 31, 2024, a copy of which is attached hereto marked as “Exhibit A” and incorporated herein by this reference, is hereby approved and the City Manager is authorized to sign said agreement on behalf of the City.

Section 2. This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council during its regular meeting held on February 12, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

MEMORANDUM OF AGREEMENT

I. Rollover and Modification to the 2022-2024 Collective Bargaining Agreement

By and Between
 The City of Toppenish (the “City”)
 and
 International Brotherhood of Teamsters, Local Union 760
 Representing Administrative Services, Development Services,
 and Public Works Employees

This Memorandum of Agreement by and between the City of Toppenish and the Toppenish City Employees, Teamsters Local 760 (“Union”) shall apply to employees covered by the Collective Bargaining Agreement (“CBA”) that came into effect January 1, 2021, and expired on December 31, 2023. Collectively these groups shall be known as the “parties.”

The parties hereby mutually agree that all terms and conditions of the aforementioned CBA, subject to the modifications agreed to below, shall continue in full force and effect through December 31, 2024 (*i.e.* a “one-year rollover”). All previous MOUs and Letters of Understanding signed by the parties shall also remain in effect. The parties agree to reopen contract negotiations prior to the expiration of this MOU. The following shall be in effect:

II. 2024 WAGES:

Effective January 1, 2024, the City shall provide a 3.0% Market Adjustment and a 4.8% wage adjustment based on the 2022-2023 June-June CPI-U. Appendix A, is amended as follows:

APPENDIX “A” – CLASSIFICATION & WAGE RATES

	5% increments						
	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Assistant; Customer Service Clerk	3,583	3,762	3,950	4,148	4,355	4,573	4,802
Records Specialist	3,777	3,966	4,164	4,372	4,591	4,821	5,062
Finance Technician I; Maintenance Technician; Grounds Maintenance Technician; Wastewater Treatment Plant OIT	4,024	4,225	4,436	4,658	4,891	5,136	5,393
Finance Technician II; Senior Records Specialist; Wastewater Treatment Plant Operator I; Water Operator I; Permit Technician	4,226	4,437	4,659	4,892	5,137	5,394	5,664
Code Enforcement Officer; Permit Coordinator; Wastewater Treatment Plant Oper. II; Water Operator II	4,522	4,748	4,985	5,234	5,496	5,771	6,060

Memorandum of Understanding
The City of Toppenish and
Teamsters Local 760

2024 Incentive Plans: The parties agree to keep the status quo for Longevity Pay in Appendix B, 1.B.1.


III. COMPENSATION STUDY

Compensation Study. The City agrees to begin a compensation and classification study in 2024. The outcome of this study will not cause any employee covered under the CBA to undergo any reduction in any pay or benefits in 2024. The City agrees to bargain the effects of the study after its completion which is anticipated to be in the Summer of 2024.

SIGNED FOR THE CITY:

City Manager
Date:

SIGNED FOR THE UNION:


Secretary-Treasurer
Date: 2/9/2024

ATTEST:

City Clerk
Date:



CITY OF TOPPENISH
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 24-007

Agenda Item
6d

Meeting Date: February 12, 2024

Subject: Surplus Fire Engine #12

Attachments: Resolution 2024-07, Listing of Engines for Sale

Presented by: Tim Smith, Fire Chief and Adam Vaughn, Finance Director

Approved For Agenda By: Debbie Zabell, City Manager

Discussion:

The city received its new fire engine from True North in December of 2023. With the addition of the new engine that includes a larger pump and increased water tank capacity, the city no longer has the need for the oldest engine in the fleet, Engine #12.

Engine #12 purchased new in 1991, has served the city well. Based on the age (33 years) of the engine, there is a lack of available replacement parts that comply with current National Fire Protection Association (NFPA) 1900 and 1901 standards for fire apparatus. The 14' roof ladder, 10' attic ladder, and 24' extension ladder will remain with the apparatus when sold.

The attached listings provide the Council with information on similar engines that are currently on the market and that provide the required determination of value. Based on Engine #12's age, engine hours, and miles, fair-market value suggests Engine #12 is worth \$15,000 to \$20,000. (See summary below.)

The proposed surplus resolution meets the requirements of TMC 3.04 – Disposition of Property.

Fiscal Impact: Ability to sell the truck will generate revenue for the Equipment Replacement Fund

Recommendation: Approve Resolution 2024-07 declaring Toppenish Engine #12 surplus to the needs of the city and available for disposition; and authorize the Finance Director to dispose of property.

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

RESOLUTION 2024-07

**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 A" is hereby declared to be surplus to the needs of the city and available for disposition.

Section 2: The Finance Director is authorized and instructed to dispose of the surplus property in accordance with the Toppenish Municipal Code 3.04 for the best attainable value.

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 12, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

Exhibit A

Dept.	Item Description	Make/Model	Vin #	Fund	Classification
Fire	Fire Engine #12	2-Door Cyclone Pumper Federal Motors Chassis	46JPBAA87M1003873	510	Auction

Surplus Resolution 2024-07

1991 Pierce Dash Custom Pumper	\$20,000
1991 Smeal Spartan Custom Pumper	\$15,000
1991 Grumman Panther Pumper	\$15,000
1991 KME Custom Pumper	\$25,000
1991 American LaFrance Custom Pumper	\$25,000
1991 Pierce Lance Pumper	\$20,000
1991 E-One Hush Pumper	\$15,000
1987 Pierce Pumper 1250/500	\$11,900
Engine T1378	\$10,900
1989 Pierce Lance Pumper	\$19,000
1992 Seagrave Custom Pumper	<u>\$20,000</u>
Total Average	\$17,891



Contact Us

Office : 256.776.7786
Email : sales@firetruckmall.com
Website: www.firetruckmall.com

15410 US Highway 231,
Union Grove, AL 35175
Stock #: 15148
Price: \$20,000

1991 Pierce Dash Custom Pumper

- 1991 Pierce Dash Custom Pumper
- Detroit 6V92TA 400 HP Diesel Engine
- 1000 Gallon Steel Tank
- Driver's Side Suction: (1) 6", (1) 2 1/2"
-
- Crosslays/Speedlays: Crosslays: (2) 1 3/4"
- Ground Ladders: .
- Additional equipment not included with purchase unless otherwise listed.**
- GVWR: 42,980
- Dash Pierce Chassis
- Allison HT740 Automatic Transmission
- Date of Last Pump Certification: 06/2021
- Officer's Side Discharge: (2) 2 1/2"
- Front Suction: (1) 2 1/2"
- Power Guard 4.8KW Gas Generator
- Engine Hours: 2,049
- Length: 29' 6"
- Wheelbase: 198"
- Seating for 6; 5 SCBA seats
- Waterous CS 1250 GPM Top-Mount Pump
- Driver's Side Discharges: (2) 2 1/2"
- Officer's Side Suction: (1) 6", (1) 2 1/2"
- Rear Discharges: (2) 2 1/2"
- Electric Reels
- Mileage: 28,036
- Height: Truck Height: 9'



Brindlee Mountain Fire Apparatus is one of the world's largest used fire truck sales and service companies. Based just outside of Huntsville, Alabama, the company has forty-five full-time personnel occupying over 12,000 square feet. Our mechanics, all of whom are EVT certified, perform pump tests, general repairs, preventative maintenance, and body, collision, and paint work on over 500 used fire trucks every year. Visit us online at www.firetruckmall.com



Contact Us

Office : 256.776.7786
Email : sales@firetruckmall.com
Website: www.firetruckmall.com

15410 US Highway 231,
Union Grove, AL 35175
Stock #: 15123
Price: \$15,000

1991 Smeal Spartan Custom Pumper

- 1991 Smeal Spartan Custom Pumper
- Cummins 6CTA 8.3L 250 HP Diesel Engine
- 600 Gallon Polypropylene Tank
-
- Briggs and Stratton 4500 Gasoline Generator
- Mileage: 1,652
- Height: Truck Height: 8' 5"
- Spartan Chassis
- Allison MT643 Automatic Transmission
- Driver's Side Discharges: (2) 2.5, 2.75"
- Rear Discharges: (1) 2 1/2"
- Pump Heat Pan
- Additional equipment not included with purchase unless otherwise listed.**
- GVWR: 36,400
- Seating for 4; 2 SCBA seats
- Waterous CS 1250 GPM Top-Mount Pump
- Officer's Side Discharge: (3) 2.5", 1.75
- Crosslays/Speedlays: Crosslays:(3) 1.75"
- Engine Hours: 8,215
- Length: 30' 6"
- Wheelbase: 14' 8"



Brindlee Mountain Fire Apparatus is one of the world's largest used fire truck sales and service companies. Based just outside of Huntsville, Alabama, the company has forty-five full-time personnel occupying over 12,000 square feet. Our mechanics, all of whom are EVT certified, perform pump tests, general repairs, preventative maintenance, and body, collision, and paint work on over 500 used fire trucks every year. Visit us online at www.firetruckmall.com



Contact Us

Office : 256.776.7786

Email : sales@firetruckmall.com

Website: www.firetruckmall.com

15410 US Highway 231,

Union Grove, AL 35175

Stock #: 13326

Price: \$15,000

1991 Grumman Panther Pumper

- 1991 Grumman Panther Pumper
- Detroit 350 HP Diesel Engine
- 500 Gallon Tank
- Driver's Side Discharges: (2) 2 1/2"
- Officer's Side Suction: (1) 4", (2) 2 1/2"
- Rear Suction: (1) 4"
- Air Conditioning
- Panther Grumman Chassis
- Allison HT740 Automatic Transmission
- (1) Foam Cell
- Driver's Side Suction: (1) 4", (2) 2 1/2"
-
- Booster Reel
- Mileage: 32,431
- Seating for 5; 4 SCBA seats
- Waterous CSV 1500 GPM Side-Mount Pump
- Date of Last Pump Certification: 04/2018
- Officer's Side Discharge: (3) 2 1/2"
- Rear Discharges: (1) 2 1/2", (2) 1 1/2"
- Crosslays/Speedlays: Crosslays: (2) 1 1/2"
- Additional equipment not included with purchase unless otherwise listed.**



Brindlee Mountain Fire Apparatus is one of the world's largest used fire truck sales and service companies. Based just outside of Huntsville, Alabama, the company has forty-five full-time personnel occupying over 12,000 square feet. Our mechanics, all of whom are EVT certified, perform pump tests, general repairs, preventative maintenance, and body, collision, and paint work on over 500 used fire trucks every year. Visit us online at www.firetruckmall.com



Contact Us

Office : 256.776.7786

Email : sales@firetruckmall.com

Website: www.firetruckmall.com

15410 US Highway 231,

Union Grove, AL 35175

Stock #: 11167

Price: \$25,000

1991 KME Custom Pumper

- 1991 KME Custom Pumper
- Allison Automatic Transmission
- Rear Suction: (3) 1 3/4" Preconnects
- 5.5KW Gas Generator
- Mileage: 17,205
- Height: Truck Height: 10' 6"
- Renegade KME Chassis
- Hale 1500 GPM Top-Mount Pump
- Front Trash Line
2 1/2" Discharges have 3" piping
- Hydraulic Ladder Rack
- Additional equipment not included with purchase unless otherwise listed.**
- New Tire last year
Recent Pump Certification
(3) Hard Suction
2,000' x 5" Hose
1,000' x 3" Hose
Pike Poles
Axes
- Cummins 310 HP Diesel Engine
- 750 Gallon Polypropylene Tank
- Crosslays/Speedlays: Crosslays: (2) 1 3/4"
- Ground Ladders: Ground Ladders: 35', 14', 10'
- Length: 31' 5"



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15410 US Highway 231,

Union Grove, AL 35175

Stock #: 07736

Price: \$25,000

1991 American LaFrance Custom Pumper

- 1991 American LaFrance Custom Pumper
- American LaFrance Chassis
- Hale 1250 GPM Top-Mount Pump
- 800 Gallon Stainless Steel Tank
- Onan Generator
- Additional equipment not included with purchase unless otherwise listed.**



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Email : sales@firetruckmall.com
Website: www.firetruckmall.com

15410 US Highway 231,
Union Grove, AL 35175
Stock #: 16854
Price: \$20,000

1991 Pierce Lance Pumper

- 1991 Pierce Lance Pumper
- Detroit 8V92TA 450 HP Diesel Engine
- 1000 Gallon Polypropylene Tank
- Federal Q Siren
- Additional equipment not included with purchase unless otherwise listed.**
- GVWR: 48,000
- Lance Pierce Chassis
- Allison Automatic Transmission
-
- Engine Hours: 4,275
- Length: 30' 4"
- Wheelbase: 208"
- Seating for 6; 5 SCBA seats
- Waterous 2000 GPM Side-Mount Pump
- Air Conditioning
- Mileage: 51,942
- Height: Truck Height: 9' 6"



Brindlee Mountain Fire Apparatus is one of the world's largest used fire truck sales and service companies. Based just outside of Huntsville, Alabama, the company has forty-five full-time personnel occupying over 12,000 square feet. Our mechanics, all of whom are EVT certified, perform pump tests, general repairs, preventative maintenance, and body, collision, and paint work on over 500 used fire trucks every year. Visit us online at www.firetruckmall.com



Contact Us

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Email : sales@firetruckmall.com

Website: www.firetruckmall.com

15410 US Highway 231,

Union Grove, AL 35175

Stock #: 15322

Price: \$15,000

1991 E-One Hush Pumper

- 1991 E-One Hush Pumper
- Detroit 6V-71 Diesel Engine
- 1000 Gallon Tank
- Officer's Side Discharge: (1) 2 1/2"
- Rear Discharges: (1) 2 1/2"
- Hydraulic Ladder Rack
- Length: 32'
- Wheelbase: 178"
- Hush E-One Chassis
- Allison Automatic Transmission
- Driver's Side Discharges: (2) 2 1/2"
- Officer's Side Suction: (1) 5", (1) 2 1/2"
- Crosslays/Speedlays: Crosslays: (3) 1 3/4"
- Federal Q Siren
- Height: Truck Height: 9' 8"
- 1,000' x 5" Hose
- Seating for 7; 4 SCBA seats
- Hale QSMG150-22 1500 GPM Side-Mount 1-Stage Pump
- Driver's Side Suction: (1) 5", (1) 2 1/2"
- Winco 4500E Gas Generator
- Additional equipment not included with purchase unless otherwise listed.**
- GVWR: 39,700



Brindlee Mountain Fire Apparatus is one of the world's largest used fire truck sales and service companies. Based just outside of Huntsville, Alabama, the company has forty-five full-time personnel occupying over 12,000 square feet. Our mechanics, all of whom are EVT certified, perform pump tests, general repairs, preventative maintenance, and body, collision, and paint work on over 500 used fire trucks every year. Visit us online at www.firetruckmall.com



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INVENTORY #: E4685

PRICE: \$11,900.00

AVAILABILITY: AVAILABLE

[REQUEST MORE INFO »](#)

1987 PIERCE PUMPER 1250/500 (E4685)



[NEW LISTINGS](#)

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[Home](#) » [Equipment](#) » [Used Engines and Pumpers](#) » 1989 KME Renegade Pumper Tanker 1500/1250 (T1378)

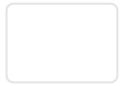


INVENTORY #: T1378

PRICE: \$10,900.00

AVAILABILITY: AVAILABLE

[REQUEST MORE INFO »](#)



« Return to search results

1989 PIERCE LANCE PUMPER

\$19,000



GET MORE INFO

Thank you for your interest in the 1989 Pierce Lance Pumper! Fill out the form below and we'll immediately start the process to get you more information.

First Name*

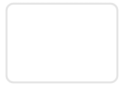
Last Name*

Email Address*

Phone

+1 ▾ 201-555-0123

Fire Department



« Return to search results

1992 SEAGRAVE CUSTOM PUMPER

\$20,000



GET MORE INFO

Thank you for your interest in the 1992 Seagrave Custom Pumper! Fill out the form below and we'll immediately start the process to get you more information.

First Name*

Last Name*

Email Address*

Phone

+1 ▾ 201-555-0123

Fire Department

Chapter 3.04
DISPOSITION OF PROPERTY – OTHER THAN REAL ESTATE

Sections:

3.04.010 Purpose.

3.04.020 Procedures.

3.04.010 Purpose.

This chapter establishes procedures for disposition of property, other than real estate, which is surplus to the needs of the city. It is the intention of the city council that the procedures set forth in this chapter are preferred over others; therefore, special procedures called for under other legislation are to be deemed exceptions to this chapter and their use is to be limited accordingly. (Ord. 2018-01 § 1, 2018).

3.04.020 Procedures.

The procedures for the identification and proper disposal of surplus property as established by this chapter are as follows:

A. Responsibility for Administration. The city's finance department is responsible for the administration of this chapter. The finance director shall arrange for the disposition of surplus property and shall assist the council in determining the best method of disposal. All departments of the city shall cooperate with the finance director to ensure the most efficient and beneficial disposition of surplus property.

B. Surplus Property Schedule. A list of surplus property shall be generated semi-annually or more frequently if needed by the finance director. The finance director shall periodically check with all department heads to determine when there are sufficient items to publish a surplus property list. When requested to do so by the finance director, departments wishing to dispose of surplus property shall submit a listing of all property surplus to their department with sufficient information to properly describe the items. The listing shall contain a detailed description of the property, its location and condition.

C. Determination of Value. When requested by the coordinator to submit a listing of the surplus property, the department shall make an estimate of the reasonable market value in "as-is, where-is" condition, to be submitted to the finance director with the surplus property listing. If the department responsible for the property cannot make the estimate, the finance director shall determine the reasonable market value.

D. Determination of City Use. Before completing the property listing, the finance director shall determine whether any other department of the city has a use for the property. If such a use is found, the finance director shall transfer ownership and shall ensure that, if appropriate, the fund disposing of the property is reimbursed for its reasonable market value.

E. Report to City Council. The finance director shall compile a listing of all surplus property of the city and submit for city council review at a regular meeting.

F. Council Action. Disposition of surplus property must be approved by a majority of the city council. The procedure is as follows:

1. The council shall examine the report of the finance director at a public meeting and may, by majority vote, declare property as surplus to the needs of the city and available for disposition.
2. The council shall direct the finance director to carry out their directions for disposal of the surplus property with the assistance of the department owning the property.
3. In certain situations a public hearing may be required before city council action or the city council may hold one at their discretion.

G. Guidelines for Decision of the Council. The council shall direct the finance director to dispose of surplus property in the manner deemed to be in the best interest of the city. Considerations for such disposition shall include, but are not limited to:

1. Possible future requirements of the city;
2. Present value of the property;
3. Likelihood of locating a buyer;
4. Intergovernmental cooperation;
5. The general welfare of the citizens of the city.

H. Method of Disposition. If the estimated value of the surplus property is \$2,500 or less, the city manager may dispose of the property by informal procedures in any manner deemed to be in the city's best interests. If the surplus property has an estimated value greater than \$2,500, it may be disposed of in one of the following methods:

1. Public auction;
2. Solicitation of written bids;
3. Negotiated sale to one or more designated buyers;
4. Transfer to another agency of government;
5. Trade-in upon the purchase of a like article; or
6. Donation to a charitable or nonprofit organization. (Ord. 2018-01 § 1, 2018).

Mobile Version



**CITY OF TOPPENISH
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 24-008**

**Agenda Item
6e**

Meeting Date: February 12, 2024

Subject: Approve Amendment No. 1 to Agreement for Professional Services with HLA Engineering and Land Surveying, Inc. to extend agreement through March 31, 2024

Attachments: Resolution 2024-08, Amendment No. 1 to Agreement for Professional Services

Presented by: Dan Ford, Assistant City Manager

Approved For Agenda By: Debbie Zabell, City Manager

Discussion:

The City entered into a three year Agreement for Professional Services with the engineering firm of HLA Engineering and Land Surveying, Inc. on January 11, 2021 which expired on December 31, 2023. This proposed Amendment No. 1 will extend that agreement through March 31, 2024, to provide the City time to modify the consultant agreement selection process and make selection for this work based upon the recent State Auditors' recommendations.

Fiscal Impact: None

Recommendation: Approve Resolution 2024-08, authorizing the City Manager to execute Amendment No. 1 to Agreement for Professional Services with HLA Engineering and Land Surveying, Inc. to extend agreement through March 31, 2024.

Alternatives: 1) Do not approve.

RESOLUTION 2024-08

**A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE
AGREEMENT FOR PROFESSIONAL SERVICES WITH HLA
ENGINEERING AND LAND SURVEYING, INC. TO EXTEND
AGREEMENT THROUGH MARCH 31, 2024**

WHEREAS, the City of Toppenish and HLA Engineering and Land Surveying, Inc. entered into an Agreement for Professional Services dated January 11, 2021, relating to services for general professional engineering, surveying, and construction management services for various projects from time to time, and

WHEREAS, both parties desire to amend the Agreement to extend the agreement to March 31, 2024,

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

Amendment No. 1 to the Agreement for Professional Services between the City of Toppenish and HLA Engineering and Land Surveying, Inc. is approved, and the City Manager is authorized to execute said agreement on behalf of the City of Toppenish.

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

PASSED by the Toppenish City Council at its regular meeting held on February 12, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

AMENDMENT NO. 1

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 entered into this _____ day of February 2024, by the CITY OF TOPPENISH, 21 West First Avenue, Toppenish, WA 98948, hereinafter called the CITY, and HLA ENGINEERING AND LAND SURVEYING, INC., 2803 River Road, Yakima, WA 98902, hereinafter called the CONSULTANT; amends the Agreement for Professional Services entered into on January 11, 2021.

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

2.0 CHARACTER AND EXTENT OF SERVICES:

The CONSULTANT shall perform certain professional engineering, surveying, planning, and management services as requested during the calendar years of 2021, 2022, 2023, **through March 31, 2024.**

6.0 PROFESSIONAL FEES:

Add the following:

Exhibit A – Schedule of Rates for work in calendar year 2024.

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

CITY OF TOPPENISH

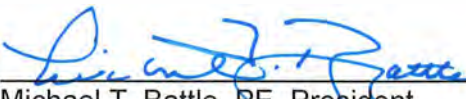
ATTEST:

Debbie Zabell, City Manager

Heidi Riojas, CMC, City Clerk

(SEAL)

HLA ENGINEERING AND LAND SURVEYING, INC.



Michael T. Battle, PE, President

EXHIBIT A
SCHEDULE OF RATES FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2024, through December 31, 2024

Senior Principal Engineer	\$263.00 per hour
Licensed Principal Engineer	\$235.00 per hour
Licensed Principal Land Surveyor	\$235.00 per hour
Licensed Professional Engineer	\$212.00 per hour
Other Licensed Professional	\$212.00 per hour
Project Engineer II	\$194.00 per hour
Construction Supervisor	\$194.00 per hour
Planning Supervisor	\$194.00 per hour
Licensed Professional Land Surveyor	\$191.00 per hour
Project Engineer I	\$174.00 per hour
Contract Administrator III	\$159.00 per hour
Senior Resident Engineer	\$159.00 per hour
Senior Planner	\$157.00 per hour
CAD Technician	\$153.00 per hour
Engineering Technician III	\$143.00 per hour
Planner	\$143.00 per hour
Resident Engineer	\$143.00 per hour
Surveyor	\$141.00 per hour
Surveyor on Two Man Crew	\$135.00 per hour
Contract Administrator II	\$133.00 per hour
Engineering Technician II	\$123.00 per hour
Surveyor on Three Man Crew	\$118.00 per hour
Contract Administrator I	\$102.00 per hour
Engineering Technician I	\$102.00 per hour
Administrative/Clerical	\$102.00 per hour
Vehicle Mileage	Federal Rate

Schedule of Rates may be adjusted during the term of this Agreement to the HLA Standard Hourly Rates in effect at the time.



**CITY OF TOPPENISH
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 24-009**

**Agenda Item
6f**

Meeting Date: February 12, 2024

Subject: Approve Amendment No. 6 to the Contract for Professional Engineering Services with Gray & Osborne, Inc. to extend the agreement through March 31, 2024

Attachments: Resolution 2024-09, Proposed Amendment No. 6 to the Contract for Professional Engineering Services

Presented by: Dan Ford, Assistant City Manager/ Public Works Director

Approved For Agenda By: Debbie Zabell, City Manager

Discussion:

The City entered into a three-year Contract for Professional Engineering Services with the engineering firm of Gray & Osborne, Inc. on January 11, 2021, which expired on December 31, 2023. This proposed Amendment No. 6 will extend that agreement through March 31, 2024, to provide the City time to modify the consultant agreement selection process and make selection for this work based upon the recent State Auditors' recommendations.

Fiscal Impact: None

Recommendation: Approve Resolution 2024-09, authorizing the City Manager to execute Amendment No. 6 to the Contract for Professional Engineering Services with Gray & Osborne, Inc. to extend the agreement through March 31, 2024.

Alternatives: 1) Do not approve.

RESOLUTION 2024-09

**A RESOLUTION TO APPROVE AMENDMENT NO. 6 TO THE
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
WITH GRAY & OSBORNE, INC. TO EXTEND THE AGREEMENT
THROUGH MARCH 31, 2024**

WHEREAS, the City of Toppenish and Gray & Osborne, Inc. entered into a Contract for Professional Engineering Services dated January 11, 2021, relating to on-call engineering services for general professional engineering, surveying, and construction management services for various projects from time to time, and

WHEREAS, both parties desire to amend the Agreement to extend the agreement to March 31, 2024,

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

Proposed Amendment No. 6 to the Contract for Professional Engineering Services between the City of Toppenish and Gray & Osborne, Inc. is approved, and the City Manager is authorized to execute said agreement on behalf of the City of Toppenish.

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

PASSED by the Toppenish City Council at its regular meeting held on February 12, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

**PROPOSED AMENDMENT NO. 6
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, by and between City of Toppenish, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) January 11, 2021, for extension of the On-Call Engineering Services Contract through March 31, 2024.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF TOPPENISH

By: _____
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: Debbie Zabell, City Manager

Date: _____

Date: _____

“Equal Opportunity/Affirmative Action Employer”



CITY OF TOPPENISH
REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 24-010

Meeting Date: February 12, 2024

Subject: Yakima County ARPA Agreement for Watermain Replacement associated with the Jackson/Juniper Street Project

Attachments: Resolution 2024-10, Agreement No. 38278 between Yakima County and City of Toppenish in conjunction with the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds Award

Prepared by: Dan Ford, PE - Assistant City Manager/Public Works Director

Presented by: Dan Ford, PE - Assistant City Manager/Public Works Director

Approved For Agenda By: Debbie Zabell, City Manager

Discussion:

Yakima County sent the ARPA Grant Award Interlocal Agreement back in November 2023 but it was missed due to staff turnover, for the awarded amount of \$700,00.00 for installation of the water main associated with the Jackson/Juniper Street Project.

Staff is requesting that the City Council authorize the City Manager to sign the ILA with Yakima County for the awarded ARPA so that the funds can be used in conjunction with other moneys from Transportation Improvement Board (TIB) and Safe Routes To School funds to complete this project.

Fiscal Impact: 700,000.00 to be reimbursed from Yakima County ARPA grant to replace the existing watermain in the Jackson/juniper street project.

Recommendation: Approve Resolution 2024-10 authorizing the City Manager to sign the interlocal agreement with Yakima County for the grant of ARPA funds

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

RESOLUTION 2024-10

**A RESOLUTION APPROVING AGREEMENT NO. 38230 BETWEEN
YAKIMA COUNTY AND CITY OF TOPPENISH IN CONJUNCTION
WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND
LOCAL FISCAL RECOVERY FUNDS AWARD**

WHEREAS the City has determined there is a need to replace the watermain within the Jackson/Juniper Street project, and

WHEREAS the City has been awarded \$700,000.00 of the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds (ARPA) from Yakima County, and

WHEREAS City of Toppenish Public Works Department desires to utilize these funds to remove and replace the existing watermain within this street project, and

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

The attached Agreement No. 38278 between Yakima County and City of Toppenish in Conjunction with the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds Award for the replacement of the watermain associated with the Jackson /Juniper Street project 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 12, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

RESOLUTION 2024-10

**A RESOLUTION APPROVING AGREEMENT NO. 38230 BETWEEN
YAKIMA COUNTY AND CITY OF TOPPENISH IN CONJUNCTION
WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND
LOCAL FISCAL RECOVERY FUNDS AWARD**

WHEREAS the City has determined there is a need to replace the watermain within the Jackson/Juniper Street project, and

WHEREAS the City has been awarded \$700,000.00 of the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds (ARPA) from Yakima County, and

WHEREAS City of Toppenish Public Works Department desires to utilize these funds to remove and replace the existing watermain within this street project, and

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

The attached Agreement No. 38278 between Yakima County and City of Toppenish in Conjunction with the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds Award for the replacement of the watermain associated with the Jackson /Juniper Street project 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 12, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

**AGREEMENT NO. 38278 BETWEEN YAKIMA COUNTY AND
CITY OF TOPPENISH IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN,
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD**

1. Contracted Firm City of Toppenish 21 West 1st Avenue Toppenish, WA 98948		2. Award Amount \$700,000.00		3. Contractor is a: <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	
4. Contracted Firm Representative Debbie Zabell, City Manager 21 West 1st Avenue Toppenish, WA 98948 (509)865-1633		5. Yakima County Financial Services Craig Warner, Financial Services Director Yakima County 128 N. 2 nd St Rm 231 Yakima, WA 98901 509-574-1313 craig.warner@co.yakima.wa.us			
6. Yakima County Contract Manager Stefanie Truex, Sr Manager Yakima County 128 N. 2 nd St Rm 231 Yakima, WA 98901 509-574-1504 Stefanie.Truex@co.yakima.wa.us		7. Start Date 08/01/2023		8. End Date 08/31/2026	
		9. ALN # 21.027 – Coronavirus State and Local Fiscal Recovery Funds			
		10. Federal Agency: U.S. Department of Treasury			
		11. UEI # LWM5PH7ZJFV7		12. Contract Number ARPA-38278	
		14. Federal Award Date 06/02/2021			
15. Contract Purpose & Description: The American Rescue Plan (ARP) /Coronavirus State and Local Fiscal Recovery Funds (SLFRF) requires that the payments from the Coronavirus State and Local Fiscal Recovery Funds be used to cover expenses: (1) that respond to the COVID-19 public health emergency or its' negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (2) that respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (3) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent fiscal year prior to the emergency; and (4) that make necessary investments in water, sewer, or broadband infrastructure.					
16. IN WITNESS WHEREOF YAKIMA COUNTY and the AGENCY NAME acknowledge and accept the terms of this AGREEMENT, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this AGREEMENT as of the date below. This AGREEMENT Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this AGREEMENT. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto.					
FOR THE CONTRACTED FIRM:			BOARD OF COUNTY COMMISSIONERS		
Signature _____		Date _____		LaDon Linde, Chairman	
Debbie Zabell				Amanda McKinney, Commissioner	
Name _____				Kyle Curtis, Commissioner	
City Manager					
Title _____					
Approved as to Form:			DATED _____ Agreement Number: _____		
Yakima County Deputy Prosecuting Attorney _____			Attest: _____ Julie Lawrence, Clerk of the Board		

(FACE SHEET)

WHEREAS, pursuant to the provisions of the Revised Code of Washington (RCW) §36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

WHEREAS, this AGREEMENT is entered into between the local government ARPA recipient YAKIMA County (herein call COUNTY) and City of Toppenish (herein called FIRM).

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein, the parties mutually agree as follows:

SECTION NO. 1: SERVICES

FIRM shall provide those services set forth in the Scope of Work attached hereto as Attachment “A” consisting of one page and is incorporated herein by reference. Services provided by FIRM shall be performed to the standard set by the County Representative, listed on the contract.

SECTION NO. 2: FINANCIAL REQUIREMENTS

FIRM agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this AGREEMENT, and the federal regulations and any executive orders commonly applicable to federal grants.

SECTION NO. 3: TERM

The term of this AGREEMENT shall commence as of the start date on the FACE SHEET and shall terminate on the end date on the FACE SHEET.

SECTION NO. 4: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contracted FIRM relationship will be created by this AGREEMENT. FIRM and/or employees, agents or any subrecipient to this contracted FIRM performing under this AGREEMENT are not employees or agents of the COUNTY in any manner whatsoever. FIRM will not be presented as, nor claim to be, an officer or employee of the COUNTY by reason of this AGREEMENT nor will FIRM make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY by reason of this AGREEMENT, including but not limited to, Workmen’s Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

The above section requirements shall not be applicable if the Firm is a Yakima County department.

SECTION NO. 5: COMPLIANCE WITH LAWS

FIRM and the COUNTY agree that all activity pursuant to this AGREEMENT will be in accordance with all applicable current federal, state and local laws, rules and regulations. As a recipient of federal financial assistance under this AGREEMENT, FIRM shall comply with all applicable state and federal statutes, regulations, executive orders and guidelines, including but not limited to the following:

- A. FIRM must comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the ADA 28 CFR Part 35. The ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.
- B. FIRM shall solely comply with any and all applicable federal, state and local laws, regulations, executive orders, OMB Circulars and/or policies and the COUNTY will not be responsible for determining FIRM's compliance. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Person (RCW 70.92), and safety and health regulations.

FIRM shall comply with all applicable federal/state non-discrimination laws, regulations and policies and the COUNTY will not be responsible for determining FIRM's compliance. No person shall on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded in whole or in part, under this AGREEMENT.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by FIRM, the COUNTY may rescind, cancel or terminate the AGREEMENT in whole or in part in its sole discretion. FIRM is responsible for all costs or liability arising from its failure to comply with application laws, regulations, executive orders, OMB Circulars or policies.

SECTION NO. 6: EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS

FIRM agrees to comply with the applicable requirements of 28 CFR Part 38.

SECTION NO. 7: NEW CIVIL RIGHTS PROVISION

FIRM shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT and the COUNTY will not be responsible for determining FIRM's compliance.

SECTION NO. 8: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

FIRM must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services and the COUNTY will not be responsible for determining FIRM's compliance. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. Department of Homeland Security (DHS) published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

SECTION NO. 9: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)

FIRM will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If FIRM is not required to formulate an EEOP, it will submit a certification to the Office of Civil Rights (OCR) and the COUNTY indicating that it is not required to develop an EEOP and the COUNTY will not be responsible for determining FIRM's compliance.

If FIRM is required to develop an EEOP but not required to submit the EEOP to the OCR, FIRM will certify in writing to the COUNTY that it has an EEOP on file which meets the applicable requirements. If FIRM is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and the COUNTY. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification will also be submitted to the COUNTY. Information about civil rights obligations of grantees can be found at <http://www.opj.usdoj.gov/program/civil-rights/overview>.

SECTION NO. 10: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION

- A. FIRM, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
 4. Have not within a three (3) year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.
- B. Where FIRM is unable to certify to any of the statements in this AGREEMENT, FIRM shall attach an explanation to this AGREEMENT.
- C. FIRM agrees by signing this AGREEMENT that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the COUNTY.
- D. FIRM further agrees by signing this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a) The lower tier grantee certifies, by signing this AGREEMENT that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b) Where the lower tier grantee is unable to certify to any of the statements in this AGREEMENT, such grantee shall attach an explanation to this AGREEMENT.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

SECTION NO. 11: COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES

- A. The COUNTY shall reimburse FIRM an amount up to and not exceeding the award amount referenced on the face sheet. This reimbursement amount is based upon the budget line items set forth in Exhibit "B", attached hereto consisting of two pages and hereby incorporated herein by reference. There will be no initial payment.

- B. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this AGREEMENT. FIRM shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.
- C. FIRM will submit monthly reimbursement requests to the COUNTY by detailing the expenditures for which reimbursement is sought. Payment for the expenditures will only occur if the request is submitted with the appropriate supporting documentation, including, but not limited to timesheets and time/effort certifications. Requests for reimbursement shall be uploaded directed to COUNTY ARP portal.
- D. In conjunction with each reimbursement request, FIRM shall certify that services performed under this AGREEMENT do not duplicate any services charged against any other grant, subgrant, or other funding source.
- E. Unless otherwise set forth in the bid, quote, submittal, and accepted by the COUNTY in the AGREEMENT, payment shall be timely if made by the COUNTY no later than thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by FIRM.
- F. The pricing submitted by FIRM and accepted by the COUNTY is inclusive of applicable payment terms, as well as, any and all fees incurred by FIRM in accepting payment. No additional fees or charges shall apply, unless otherwise preapproved by the COUNTY.
- G. Contract pricing (fees, commissions, mark-ups, etc.) will remain firm for the duration of this AGREEMENT.
- H. Eligible invoice reimbursement documentation must be dated on or after 03/03/2021.

SECTION NO. 12: RECOVERY OF FUNDS

Whenever, under the AGREEMENT, any sum of money shall be recoverable from or payable by FIRM to the COUNTY the same amount may be deducted from any sum due to FIRM under the AGREEMENT or under any other contract between FIRM and the COUNTY including reasonable attorney fees and or any other collection costs. The rights of the COUNTY are in addition and without prejudice to and do not waive, alter or affect any other right the COUNTY may have to claim the amount of any loss or damage suffered by the COUNTY on account of the acts or omissions of FIRM.

SECTION NO. 13: INDEPENDENT AUDIT REQUIREMENTS

- A. FIRM shall have an annual independent fiscal audit conducted of its financial statement and condition, regarding the performance of the Agreement, readily delineating ARP/SLFRF funds.
 - 1. FIRM shall submit its audit report, including any “Management Letter” and/or all other correspondences referred to in the audit report, along with FIRM’s response to the audit and a corrective action plan, if any, no later than six (6) months after the end of FIRM’s fiscal year. FIRM hereby consents to COUNTY’s receipt and review of the independent auditor’s working papers, upon request by the COUNTY.
 - 2. Failure to engage auditors and provide proof of such engagement shall be considered contractual non-performance and may result in corrective action and withholding of payment.

3. If, under separate agreement, FIRM is required to provide a 2 CFR Part 200 annual audit, which, at a minimum, meets the requirements of this AGREEMENT, then compliance with the other separate agreement will also serve as compliance with the Agreement, provided that said audit is provided to the COUNTY.

SECTION NO. 14: SINGLE AUDIT ACT REQUIREMENTS

- A. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. The term “non-federal entity,” as defined in 2 CFR Part 200, means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- B. If FIRM is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. FIRM has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.
- C. FIRM shall maintain auditable records and accounts to facilitate the audit requirement and shall ensure that any sub-recipients to the contracted FIRM also maintain auditable records. FIRM is responsible for any audit exceptions incurred by its own organization or of its sub-recipients. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- D. FIRM must respond to the COUNTY’s requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from FIRM all disallowed costs resulting from the audit.
- E. Once the single audit has been completed and if it includes any audit findings, FIRM must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of FIRM’s fiscal year(s):

**Stefanie Truex
Senior Manager
Yakima County
128 N. 2nd St Rm 231
Yakima, WA 98901**

- F. If FIRM claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, FIRM must send a completed “2 CFR Part 200 Subpart F Audit Certification Form” to the COUNTY at the address listed above identifying this AGREEMENT and explaining the criteria for exemption no later than nine (9) months after the end of the FIRM’s fiscal year(s).
- G. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption

from the audit requirements of this provision has been established.

- H. FIRM shall include the above audit requirements in any sub-contracts.
- I. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this AGREEMENT. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, FIRM's failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; and, the suspension of federal awards until the audit is conducted.

SECTION NO. 15: VENUE STIPULATION

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the PARTIES arising out of this AGREEMENT shall be the Superior Court of Yakima County, Washington. FIRM, by execution of this AGREEMENT, acknowledges the jurisdiction of the courts of the State of Washington.

SECTION NO. 16: SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition of this AGREEMENT or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the AGREEMENT, which can be given effect without the invalid provision. To this end, the terms and conditions of this AGREEMENT are declared severable.

SECTION NO. 17: AMENDMENTS AND MODIFICATIONS

- A. FIRM and/or the COUNTY may request, in writing, an amendment or modification of this AGREEMENT. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the COUNTY and FIRM. No other understandings or agreements, written or oral, shall be binding on the parties.
- B. The COUNTY reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by FIRM of the COUNTY's notification of a contemplated change, FIRM shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect FIRM's ability to meet the completion dates or schedules of this AGREEMENT.
- C. If the COUNTY so instructs in writing, FIRM shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.
- D. If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment and FIRM shall not commence work on any such change until such written amendment has been issued and signed by each of the PARTIES.

SECTION NO. 18: CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, FIRM hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of FIRM to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, FIRM will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, FIRM will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

SECTION NO. 19: PERSONNEL

- A. FIRM represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- B. All of the services required herein shall be performed by FIRM or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed or permitted under state and local law to perform such services.
- C. Any changes or substitutions on FIRM's key personnel as may be listed herein must be made known to the COUNTY's Contract Manager prior to execution, and written approval granted by the COUNTY before said change or substitution can become effective.
- D. FIRM warrants that all services shall be performed by skilled and competent personnel who shall meet or exceed the professional standards in the field(s) of the work and that services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

SECTION NO. 20: TAXES, FEES, AND LICENSES

Unless otherwise provided in this AGREEMENT, FIRM shall be responsible for paying and maintaining the current status of all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for FIRM required by statute or regulation that are applicable to the AGREEMENT performance.

SECTION NO. 21: CONFLICT OF INTEREST

No officer or employee or governing body member of the COUNTY or FIRM exercising any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT.

The COUNTY may, in its sole discretion, by written notice to FIRM terminate this AGREEMENT if it is found after due notice and examination by the COUNTY that there is a violation of the Conflict of Interest provisions contained within this AGREEMENT.

In the event this AGREEMENT is terminated as provided in this conflict of interest clause, the COUNTY shall be entitled to pursue the same remedies against FIRM as it could pursue in the event of a breach of the AGREEMENT by FIRM. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the COUNTY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this AGREEMENT.

SECTION NO. 22: CONTRACTED FIRM SUB-RECIPIENT

The FIRM shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to the subcontracts.

Every subcontract prepared by FIRM regarding this AGREEMENT shall bind the sub-recipient to follow all applicable terms of this AGREEMENT. FIRM shall be responsible to the COUNTY if the sub-recipient fails to comply with any applicable term or condition of this AGREEMENT. FIRM shall appropriately monitor the activities of the sub-recipient to ensure fiscal conditions of this AGREEMENT. In no event shall the existence of a subcontract operate to release or reduce the liability of FIRM to the COUNTY for any breach in the performance of FIRM's duties.

Every subcontract written related to this AGREEMENT shall include a term that the COUNTY is not liable for claims or damages arising from a subcontractor's performance of the subcontract.

SECTION NO. 23: PROCUREMENT

FIRM shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and all of FIRM's procurement policies and procedures.

SECTION NO. 24: EQUIPMENT, REAL PROPERTY, AND SUPPLY MANAGEMENT (IF APPLICABLE)

A. "Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose, unless stated otherwise by Treasury. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non Federal entity, consistent with any guidance that Treasury may issue. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations."

B. FIRM and any non-federal entity to which FIRM makes a subaward shall comply with 2 CFR

200.318 – 200.326 when procuring any equipment or supplies under this AGREEMENT, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

1. Upon successful completion of the terms of this AGREEMENT, all equipment and supplies purchased through this AGREEMENT will be owned by FIRM, or a recognized non-federal entity to which FIRM has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place;
2. All equipment, and supplies as applicable, purchased under this AGREEMENT will be recorded and maintained in FIRM's inventory system;
3. Inventory system records shall include:
 - a. A description of the property;
 - b. The manufacturer's serial number, model number, or other identification number;
 - c. The funding source for the equipment, including the Federal Award Identification Number (FAIN);
 - d. The Assistance Listings Number [formerly Catalog of Federal Domestic Assistance (CFDA) number];
 - e. The identity of the entity who holds the title;
 - f. The acquisition date;
 - g. The cost of the equipment and the percentage of federal participation in the cost;
 - h. The location, use, and condition of the equipment at the date the information was reported; and
 - i. The disposition data including the date of disposal and sale price of the property.
4. FIRM must take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two (2) years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by FIRM to determine the cause of the difference. FIRM shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
5. FIRM shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. Further, if applicable, FIRM shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
6. FIRM must develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to the COUNTY.
7. FIRM shall obtain and maintain all necessary certifications and licenses for the equipment.
8. If FIRM is authorized or required to sell the property, proper sales procedures shall be established and followed to ensure the highest possible return. For disposition, if upon

termination or at the AGREEMENT end date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, FIRM shall comply with the following procedures:

- a. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, FIRM shall retain the supplies for use on other activities or sell them, but shall, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
- b. For Equipment:
 1. Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency; or
 2. Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. FIRM shall compensate the federal-sponsoring agency in accordance with the requirements of 2 CFR 200.313 (e)(2).
9. Records for equipment shall be retained by FIRM for a period of six (6) years from the date of disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by FIRM until all litigation, claims, or audit findings involving the records have been resolved.
- C. Unless expressly provided otherwise, all equipment shall meet all mandatory regulatory and/or federal adopted standards to be eligible for purchase using Federal award funds.
- D. As a subrecipient of federal funds, FIRM shall pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which FIRM makes a subaward of federal award funds under this AGREEMENT.

SECTION NO. 25: DISPUTE RESOLUTION

Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. For the purpose of this AGREEMENT, disputes shall not include the following: 1) failure to fulfill in a timely and proper manner the obligations contained within this AGREEMENT, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the AGREEMENT or 3) violation of any laws or regulations that renders FIRM unable to perform any aspect of the AGREEMENT. A request for a dispute resolution panel shall be in writing, shall state the disputed issue(s), shall state the relative positions of the parties and shall be sent to all parties. The panel shall consist of a representative appointed by the COUNTY, a representative by FIRM and a third party mutually agreed upon by both parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' relevant experience. In the event that the parties are unable to reach agreement on the third panel member the dispute over such member the appointment issue shall be submitted to the Yakima County Superior whom shall have the authority to appoint any person as the third panel member with relevant experience and licensure as set forth above. The panel shall by majority vote, resolve the

dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and RCW 7.04A. The situs of any proceeding before the panel shall occur in Yakima County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

SECTION NO. 26: INDEMNIFICATION

The COUNTY shall protect, defend, indemnify, and hold harmless FIRM while acting within the scope of this AGREEMENT as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless FIRM if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of FIRM. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

FIRM agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). FIRM will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The COUNTY and FIRM agree that the obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY employees or agents or FIRM while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and FIRM, by mutual negotiation, hereby waive any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

SECTION NO. 27: SUCCESSIONS AND ASSIGNS

- A. The COUNTY and FIRM each bind itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as above, neither the COUNTY nor FIRM shall assign, sublet, convey, or transfer its interest in this AGREEMENT without the written consent of the other.
- B. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the

COUNTY and FIRM.

SECTION NO. 28: EXECUTION AND APPROVAL

The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this AGREEMENT. Only the PARTIES' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this AGREEMENT. Any alteration, amendment, modification, or waiver of any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by both PARTIES' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, and certifications and documents authorized by or required under this AGREEMENT.

SECTION NO. 29: LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT and prior to normal completion or end date, the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to FIRM as a "Termination for Cause" without providing FIRM an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

The COUNTY shall have the unilateral power to determine by 08/31/2024 or any date after if this contract as a whole has the ability to be spent down completely by the contract end date referenced on the face sheet of this contract. In the event the County believes this contract will not be spent down by the contract end date the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to FIRM as a "Termination for Cause" without providing FIRM an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

SECTION NO. 30: NONASSIGNABILITY

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by FIRM.

SECTION NO. 31: NOTICES

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or FIRM at the address set forth

on the FACE SHEET of this AGREEMENT for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party.

SECTION NO. 32: POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

SECTION NO. 33: RECORDS

- A. FIRM agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect FIRM's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").
- B. FIRM's records relating to this AGREEMENT and the projects funded may be inspected and audited by the COUNTY and/or its designee, by the Office of the State Auditor, or by other state or federal officials authorized by law, for the purposes of determining compliance by FIRM with the terms of this AGREEMENT and to determine the appropriate level of funding to be paid under the AGREEMENT.
- C. The records shall be made available by FIRM for such inspection, and audit together with suitable space for such purpose, at any and all times during FIRM's normal working day.
- D. FIRM shall retain and allow access to all records related to this AGREEMENT and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this AGREEMENT. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by FIRM until all litigation, claims, or audit findings involving the records have been resolved.

SECTION NO. 34: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - 1. All material provided to FIRM by the COUNTY that is designated as "confidential" by the COUNTY;
 - 2. All material produced by FIRM that is designated as "confidential" by the COUNTY; and
 - 3. All personal information in the possession of FIRM that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, date of birth, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. FIRM shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. FIRM shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the

COUNTY or as may be required by law. FIRM shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, FIRM shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this AGREEMENT whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. FIRM shall make the changes within the time period specified by the COUNTY. Upon request, FIRM shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by FIRM against unauthorized disclosure, and FIRM shall ensure destruction of any and all retained copies of such CONFIDENTIAL materials after the period of retention of records required herein.

- C. Unauthorized Use or Disclosure. FIRM shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

SECTION NO. 35: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this AGREEMENT or any other approval or concurrence under this AGREEMENT. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

SECTION NO. 36: PUBLICITY

FIRM agrees not to publish or use any advertising or publicity materials in which the COUNTY's name is mentioned, or language used from which the connection with the COUNTY's name may reasonably be inferred or implied, without the prior written consent of the COUNTY.

SECTION NO. 37: TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this AGREEMENT, FIRM may terminate this AGREEMENT by providing written notice of such termination to the COUNTY's Key Personnel identified in the AGREEMENT, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this AGREEMENT, the COUNTY, in its sole discretion and in the best interests of the COUNTY, may terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to FIRM. Upon notice of termination for convenience, the COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments pending calculation of any amounts owed FIRM pursuant to Section No. 38 below, or prohibit FIRM from incurring additional obligations of funds. In the event of termination, FIRM shall be liable for all damages as authorized by law. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

SECTION NO. 38: TERMINATION OR SUSPENSION FOR CAUSE

In the event the COUNTY, in its sole discretion, determines FIRM has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that renders FIRM unable to perform any aspect of the AGREEMENT, or has violated any of the covenants, agreements or stipulations of this AGREEMENT, the COUNTY has the right to immediately suspend or terminate this AGREEMENT in whole or in part.

The COUNTY shall, except as otherwise provided herein, notify FIRM in writing of the need to take corrective action and provide a period of time in which to cure. The COUNTY is not required to allow FIRM an opportunity to cure if it is not feasible as determined solely within the COUNTY'S discretion. Any time allowed for cure shall not diminish or eliminate FIRM'S liability for damages or otherwise affect any other remedies available to the COUNTY. If the COUNTY allows FIRM an opportunity to cure, the COUNTY shall notify FIRM in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the COUNTY, or if such corrective action is deemed by the COUNTY to be insufficient, the AGREEMENT may be terminated in whole or in part.

The COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, pending calculation of any amounts owed FIRM pursuant to Section No. 39 below, or prohibit FIRM from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by FIRM, if allowed, or pending a decision by the COUNTY to terminate the AGREEMENT in whole or in part. In the event of termination for cause, FIRM shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original AGREEMENT and the replacement or cover AGREEMENT and all administrative costs directly related to the replacement AGREEMENT, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that FIRM: (1) was not in default or material breach, or (2) failure to perform was outside of FIRM'S control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience."

SECTION NO. 39: TERMINATION PROCEDURES

In addition to the procedures set forth below, if the COUNTY terminates this AGREEMENT, FIRM shall follow any procedures specified in the termination notice. Upon termination of this AGREEMENT and in addition to any other rights provided in this AGREEMENT, the COUNTY may require FIRM to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this AGREEMENT..

If the termination is for convenience, the COUNTY shall pay to FIRM an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the COUNTY prior to the effective date of AGREEMENT termination, in the amount agreed upon by FIRM and the COUNTY for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the COUNTY, (iii) other work, services and/or equipment or supplies and services which are accepted by the COUNTY, and (iv) necessary for the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause

of this AGREEMENT. If the termination is for cause, the COUNTY shall determine the extent of the liability of the COUNTY. The COUNTY shall have no other obligation to FIRM for termination. The COUNTY may withhold from any amounts due to FIRM such sum as the COUNTY determines to be necessary to protect the COUNTY against potential loss or liability. The rights and remedies of the COUNTY provided in this AGREEMENT shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the COUNTY in writing, FIRM shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this AGREEMENT except as may be necessary for completion of such portion of the work under the AGREEMENT as is not terminated;
- C. Assign to the COUNTY, in the manner, at the times, and to the extent directed by the COUNTY, all of the rights, title, and interest of FIRM under the orders and sub-contracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the COUNTY to the extent the COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Complete performance of such part of the work not having been completed may be completed by the COUNTY, or its assigns, at COUNTY's discretion, in compliance with all contractual requirements. Further, COUNTY may, at its discretion, allow for FIRM to complete any parts or portions of the agreement not terminated by COUNTY to be completed by FIRM; and
- F. Take such action as may be necessary, or as the COUNTY may require, for the protection and preservation of the property related to this AGREEMENT which is in the possession of FIRM and in which the COUNTY has or may acquire an interest.

SECTION NO. 40: WAIVER

No conditions or provisions to this AGREEMENT can be waived unless approved in advance in writing. Either PARTY's failure to insist upon strict performance of any provision of the 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.

SECTION NO. 41: UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

FIRM is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this AGREEMENT. FIRM may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in the Washington Administrative Code (WAC) 326-30-041.

SECTION NO. 42: INSURANCE

FIRM shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

GENERAL LIABILITY INSURANCE: Firm agrees to maintain a policy with a limit of liability of not less than two million (\$2,000,000.00) each occurrence and five million (\$5,000,000.00) General Aggregate coverage. Insurance shall be written on ISO occurrence form CG 00 01 or an alternative form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limited Products Completed, Operations, or Contractual Liability and/or Cross Liability.

AUTOMOBILE LIABILITY INSURANCE with a combined single limit, or the equivalent of not less than \$2,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must provide that YAKIMA COUNTY, its officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named as additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used “Yakima County, Its’ Officers, Agents and Employees Are Named As An Additional Insured As Respects To AGREEMENT BETWEEN YAKIMA COUNTY AND FIRM, IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD”.

WORKERS COMPENSATION: If FIRM has employees, it shall show proof of Worker’s Compensation coverage effective in Washington State by providing its State Industrial Account Identification Number. Provision of this number will be FIRM’s assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: FIRM shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$2,000,000.00.

Any exclusion to FIRM’s insurance policies that may restrict coverage required in the AGREEMENT’s insurance requirements must be pre-approved by the Yakima County Corporate Counsel. FIRM’s insurer shall have a minimum A.M. Best’s rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for FIRM and either the additional insured policy language or a copy of any required endorsement(s) and returned to the Yakima County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on FIRM’s general liability policy with respect to activities under the AGREEMENT. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by FIRM.

Failure of FIRM to fully comply with the insurance requirements set forth herein, during the term of the AGREEMENT, shall be considered a material breach of contract and cause for immediate termination of the AGREEMENT at the COUNTY's discretion.

Providing coverage in the above amounts shall not be construed to relieve FIRM from liability in excess of such amounts.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must provide that Yakima County, its officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named as additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used, "Yakima County, Its' Officers, Agents, and Employees are Named As An Additional Insured as Respects To AGREEMENT BETWEEN YAKIMA COUNTY AND FIRM, IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD."

ALTERNATIVE ADEQUATE INSURANCE COVERAGE VERIFICATION: In the event that FIRM is a government agency that is covered by a Risk Pool insurance carrier is not able to comply with the ADDITIONAL INSURED ENDORSEMENT requirement above, upon written consent and acceptance by Yakima County, FIRM may satisfy the additional insured requirement by timely providing a letter from their Risk Pool insurance carrier that indicates that they have adequate and sufficient coverage to be responsible for any claim made in connection with this AGREEMENT in conjunction with the AMERICAN RESCUE PLAN, CORONA VIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD.

SECTION NO. 43: MONITORING

The COUNTY will monitor the activities of FIRM from the award date to closeout. The goal of the monitoring activities will be to ensure that FIRM, as an agency receiving federal pass-through funds, is in compliance with the federal grant award requirements as well as federal/state audit requirements. To document compliance with the 2 CFR Part 200 Subpart F requirements, FIRM shall complete and return to the COUNTY the attached Audit Certification Form which is incorporated herein and made part of this AGREEMENT. The Audit Certification Form must be signed each fiscal year thereafter until the completion of this AGREEMENT.

Monitoring activities performed by the COUNTY may include, but are not limited to:

- a. Review of financial and performance reports; and
- b. Review of reimbursement requests and supporting documentation, including time sheets as well time and effort certifications to ensure compliance with federal rules and regulations.

FIRM is required to pass on this monitoring language in all subcontract awards and to perform all monitoring activities regarding any sub-recipient.

SECTION NO. 44: NON-SOLICITATION AGREEMENT

A. Each Party understands that the other Party’s individual employees are some of the most valuable assets within their organization, responsible for the creative forces behind each Party’s advancements in technology and business development. Recognizing the value each Party places on its individual employees and each Party’s interest in retaining its employees, it is agreed that during the term of this AGREEMENT, neither Party shall, directly or indirectly, induce or try to induce any employee of the other Party to leave the employment of the other Party or that of any of its subsidiaries or affiliates to work for another person or company that does or may be expected to compete with the non-soliciting Party or any of its subsidiaries or affiliates.

SECTION NO. 45: EXCUSABLE DELAYS

FIRM shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond FIRM's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the COUNTY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

SECTION NO. 46: ANTI-KICKBACK

- A. No officer or employee of the COUNTY, having the power or duty to perform an official act or action related to this AGREEMENT, shall have or acquire any interest in this AGREEMENT, or have solicited, accepted or be granted a present or future gift, favor, service, or other thing of value from or to any person involved in this AGREEMENT.
- B. FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for FIRM to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual, or Firm, other than a bona fide employee working solely for FIRM any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

SECTION NO. 46: PRECEDENCE

Contract Documents: The Contract Documents consist of this agreement and the other documents listed below and all modifications and modifications issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

- 1. Modifications; and
- 2. This Agreement; and
- 3. The Request For Proposals P5001ARP; and
- 4. FIRM Response to the Request for Proposal.

EXHIBIT A

STATEMENT OF WORK

Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the County and the Subrecipient of a detailed work program and time schedule, the Subrecipient shall, in a satisfactory and proper manner, perform the following types of services:

CITY OF TOPPENISH:

- Replace the undersized and aging asbestos concrete and iron transmission lead-joint watermains.
- The project extends from the City well and reservoir located adjacent to and southwest of the intersection of Magnolia Street and Jackson Street. It then proceeds easterly within Jackson street to South Juniper Street. It turns north and extends within Juniper Street to its intersection with Monroe Avenue where it connects back to the existing water distribution infrastructure.

YAKIMA COUNTY RESPONSIBILITIES:

- Provide ARPA Fund Grant reimbursements for up to \$700,000.00
- Submit the ARPA Reporting documentation, provided by to the Federal Government, for the County's quarterly report for ARPA Compliance.
- Review ARPA Reporting documentation for completeness and compliance

EXHIBIT B

BUDGET DETAIL

The below budget is approved for reimbursement of eligible use expenses per the Yakima Board of County Commissioners award amount not to exceed \$700,000.00.

The below format will be required for reimbursements to the project.

Item	Total
Direct Costs related to Watermain Replacement	700,000.00
Total	\$700,000.00

The Yakima County Finance Director has the authority to amend line item budget figures at their discretion. These changes must stay within the total award amount.

See Scope of Work for detailed description of duties.

Payment Procedures:

1. Requests for reimbursement by the Firm shall be submitted no more than once per month.
In order to be eligible for reimbursement all expenses must be submitted with supporting documentation. **Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.**
2. At the Contractor’s first request for reimbursement, Yakima County Financial Services will require detailed back-up documentation for all expenditures. All back-up documentation must be available to all other auditors, upon request.
3. Monthly invoices must be submitted as follows:
 - Electronically: Submitted electronic invoices must be provided to your Contract Manager contact designated on the Face Sheet of this agreement at the Yakima County Financial Services Department. Electronic invoices must be submitted no later than the 10th of the month. If the 10th falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 10th falls on a Sunday, invoices must be received by close of business the following Monday.
4. All County warrants must be issued to the subrecipient no later than September 30, 2026, to qualify

for reimbursement.

5. Quarterly Reporting must be submitted via the online ARPA Portal within 15 days of the end of the quarter.

EXHIBIT C
FFATA FORM

Subrecipient Agency: <input type="text"/>				
Grant and Year: <input type="text"/>		Agreement Number: <input type="text"/>		
Completed by: <input type="text"/> <input type="text"/> <input type="text"/>				
		<i>Name</i>	<i>Title</i>	<i>Telephone</i>
Date Completed: <input type="text"/>				
STEP 1				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
STEP 2				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 3				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
STEP 4				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
STEP 5				
Executive #1	Name: <input type="text"/>			
	Total Compensation amount: \$ <input type="text"/>			
Executive #2	Name: <input type="text"/>			
	Total Compensation amount: \$ <input type="text"/>			
Executive #3	Name: <input type="text"/>			
	Total Compensation amount: \$ <input type="text"/>			
Executive #4	Name: <input type="text"/>			
	Total Compensation amount: \$ <input type="text"/>			
Executive #5	Name: <input type="text"/>			
	Total Compensation amount: \$ <input type="text"/>			
STEP 6				
If your organization does not meet these criteria, specifically identify below each criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

Signature: _____ **Date:** _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

EXHIBIT D
2 CFR Part 200 Subpart F Audit Certification Form
Audits of States, Local Governments, Indian Tribes and Non-Profit Organizations

Contact Information

Subrecipient Name: <input style="width: 100px;" type="text"/>	
Authorized Chief Financial Officer: <input style="width: 100px;" type="text"/>	
Address: <input style="width: 100px;" type="text"/>	
Email: <input style="width: 100px;" type="text"/>	Phone #: <input style="width: 100px;" type="text"/>

Purpose: As a pass-through entity of federal grant funds, YAKIMA COUNTY is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by YAKIMA COUNTY because it is a non-federal entity that expends federal grant funds received from YAKIMA COUNTY as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to these requirements, you must complete Section A of this form. If your entity **is** subject to these requirements, you must complete Section B of this form. When completed, you must sign, date and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs and suspension or termination of federal awards.

SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

We did not expend \$750,000 or more of *total* federal awards during the fiscal year.

We are a for-profit agency.

We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that YAKIMA COUNTY may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

SECTION B: Entities that ARE subject to the requirements of 2 CFR Part 200 Subpart F

(Complete the information below and check the appropriate box)

We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date _____]. There were no findings related to federal awards from YAKIMA COUNTY. No follow-up action is required by YAKIMA COUNTY as the pass-through entity. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the YAKIMA COUNTY Office of Financial Assistance, is enclosed or is available online at:**
<http://www:> _____.

We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date] _____. There were findings related to federal awards.
A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the YAKIMA COUNTY Office of Financial Assistance, is enclosed or is available online at:
<http://www:> _____.

Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] _____ for Fiscal Year ending [enter date] _____. We will forward a copy of the audit report to YAKIMA COUNTY Office of Financial Assistance at that time or provide the state auditor report number: _____.

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from YAKIMA COUNTY until the grant agreement contract is closed.

Signature of Authorized Financial Official: _____ Date: _____

Print Name & Title: _____

EXHIBIT E - CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	
Address:	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

EXHIBIT F

DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
This certification is submitted as part of a request to contract.			

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ **Date:** _____

Print Name and Title: _____

EXHIBIT G
ONLY IF APPLICABLE

DATA SHARING, NON-DISCLOSURE AND USE AGREEMENT (IF APPLICABLE)
BETWEEN YAKIMA COUNTY AND FIRM

This Data Sharing, Non-Disclosure and Use Agreement (“Agreement”) is entered into by and between YAKIMA COUNTY, a political subdivision of the State of Washington (hereinafter “COUNTY”) and FIRM, (hereinafter “FIRM”) to enable the sharing of Data and other confidential and proprietary information between the COUNTY and FIRM, as the COUNTY’S ARP recipient. The COUNTY and FIRM may be hereinafter referred to individually as a "Party" or collectively as the “Parties.”

AGENCIES PROVIDING DATA: YAKIMA COUNTY AND FIRM

DATA RECIPIENTS: YAKIMA COUNTY AND FIRM

1. Purpose

The purpose of this AGREEMENT is to provide the requirements and authorization for the COUNTY to have access to disparate datasets captured through COUNTY ARP funded Programs. FIRM acknowledges access to the disparate dataset captured in and through the COUNTY’s ARP funded Programs.

2. Definitions

- A. “Agreement” means this Data Sharing Agreement, including all documents attached or incorporated by reference.
- B. “Data Access” refers to rights granted to COUNTY to directly connect to FIRM’s ARP Program agency submitted disparate datasets related to participants, recipients, systems, networks, requests for proposals and/or applications with required information needed to implement these rights.
- C. “Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/or employee workstations.
- D. “Data Storage” refers to the data when at rest. Data can be stored on off-line devices such as CD’s or on-line on servers or employee workstations.
- E. “Data Encryption” refers to ciphers, algorithms or other encoding mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required for this data.

3. Period of Agreement

This Agreement shall begin when FIRM agrees to the terms and shall automatically renew yearly, unless terminated due to expiration of the COUNTY ARP funding program and its required reporting requirements.

4. Justification for Data Sharing

Data sharing agreements are required under RCW 39.26.340 and 43.105.054.

5. Description of Data to be Shared

Data shared will include data containing the COUNTY funded ARP program, applicants, recipients and participants' financial, labor, application, technology infrastructure and any other datasets deemed necessary to support performance of the compliance requirements for federal funding under the ARP/SLFRF funding provisions as set forth by the U.S. Department of Treasury.

6. Data Access

Enterprise datasets will be accessed through the Parties' Server and Network systems. FIRM will generate and submit agency owned datasets to COUNTY for consideration, review and compliance purposes.

7. Data Transmission

Datasets will be transmitted through the servers, networks and systems established and agreed to by the PARTIES.

8. Data Storage and Handling Requirements

All data provided by FIRM and COUNTY will be stored in an encrypted form on a server with access limited to the least number of staff needed to complete the purpose of this Data Sharing Agreement.

9. DATA ENCRYPTION (If Applicable)

All captured data shall be encrypted at rest.

10. Intended Use of Data

The data described above shall be used for review, analysis and reporting on ARP programs. The data will be used to prepare and publish required quarterly and annual reports.

11. Constraints on Use of Data

This Agreement does not constitute a release of the data for FIRM's discretionary use, but instead, FIRM may access the data only to carry out the responsibilities and for the purposes described herein, as well as in the related Contract No. 22ARPFIRM.

FIRM is not authorized to update or change any supplied datasets and any ad hoc analyses or other use of the supplied datasets, not specified in this Agreement and Contract No.22ARPFIRM. Any additional use is not permitted without the prior written agreement of the COUNTY.

12. Security of Data

- A. Data Protection. FIRM shall take due care and take reasonable precautions to protect the Category 3 data, as well as the COUNTY's data, from unauthorized physical and electronic access as well as meet or exceed the requirements of the Washington State Technology Services Board (TSB) policies and standards for data security and access controls to ensure the confidentiality, availability and integrity of all data shared.
- B. Data Security Technology Standards. FIRM will be responsible for providing data security technology standards that will ensure acceptable levels of data security to the COUNTY. These data security technology standards will include clear definitions outlining when and where data should be encrypted and by what technologies.
- C. IT Data Security Administration. FIRM will exchange documentation that outlines the data security program components supporting this Agreement with COUNTY IT Data Security Administrators. This documentation will define all data security methods and technology for each individual data exchange to ensure COUNTY and FIRM are in compliance with all appropriate Washington State Technology Service Board (TSB) security standards.

13. NON-DISCLOSURE OF DATA

Before receiving the data identified above, the COUNTY shall notify all authorized users in writing who will have access to the data of the following requirements. This notification shall include all authorized users who will use the data. A copy of this notification shall be provided to FIRM at the same time it is provided to relevant authorized users.

A. Non-Disclosure of Data

- 1. Authorized users shall not disclose, in whole or in part, the data provided by COUNTY, applicants, or FIRM to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement or the related Contract No. 22 ARPFIRM.
- 2. Authorized users shall not access or use the data for any commercial or personal purpose.
- 3. Any exceptions to these limitations must be approved in writing COUNTY.

B. Penalties for Unauthorized Disclosure of Information. In the event a FIRM authorized user fails to comply with any terms of this Agreement, COUNTY shall have the right to take such action as it deems appropriate. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by unauthorized disclosure. FIRM accepts full responsibility and liability for any violations of the Agreement.

C. Employee Awareness of Use/Non-Disclosure Requirements. FIRM shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement. FIRM will provide an annual reminder to authorized users of these requirements.

14. Data Confidentiality

- A. Acknowledgement of Confidentiality. FIRM acknowledges the confidential nature of the applicants, recipients, participants data, as well as the aggregate server, application name, operating system versions, and IP addresses. This data is confidential under state RCW 42.56.420 (4) and use of this information will be limited only to persons whose staff function requires such access.
- B. Disclosures under subpoena-
 - 1. If a Party, its employees, agents, or contractors, or Vendor, is required by law, government regulations, subpoena or court order to disclose any Data, the Party shall give ten (10) business days prior written notice of the proposed disclosure to the other Party and the Vendor, at the contact information listed herein, in order to allow that Party or Vendor the opportunity to file documents seeking a court order preventing disclosure of the Data. The notice shall include the name of the requester, so the Party and/or Vendor may name the requester as a party to any action to enjoin disclosure.
 - 2. Upon receipt of written notice of the requirement to disclose the Data, the Party and/or Vendor, at their expense, may then seek appropriate protective relief to prevent all or part of such disclosure. Should the Party and/or Vendor not file for protective relief in superior court in the ten (10) business day time-frame provided, the Party shall disclose Data only in compliance with, and only to the extent required by, any applicable law, regulation, subpoena, or court order.
 - 3. If a Party or Vendor becomes aware of any unauthorized use or disclosure of the Data of the other Party, such Party or Vendor shall promptly advise the other Party of all facts regarding such unauthorized use or disclosure.

15. Oversight

FIRM agrees that COUNTY will have the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of the other party's technical capabilities.

16. Termination

COUNTY may terminate this Agreement pursuant to No. 38097 All data captured by FIRM prior to termination are to be retained and remain available to meet any necessary reporting requirements.

17. Governance

- A. Severability- The provisions of this Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- B. Venue - In the event of a lawsuit involving this Data Sharing Agreement, venue shall be proper only in Yakima County, Washington.

18. Damages and Injunctive Relief

Because of the unique and highly confidential nature of the Data, the Parties acknowledge and agree that a Party (or Vendor) may suffer irreparable harm if a Party (or Vendor) breaches any of its obligations under this Agreement, and that monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other rights and remedies that may be available to a Party (or Vendor) at law and in equity, a Party (or Vendor) shall be entitled to seek enforcement of the provisions of this Agreement by seeking injunctive relief.

19. HEADINGS

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way, do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

I, hereby declare that I have the authority to bind FIRM to this Agreement, and acknowledge that by signing below, I have read, understand and accept this Agreement, and that this Agreement along with the contract constitute the entire Data Sharing agreement between the PARTIES.

Dated this ____ day of _____, 2023.

Signature of Authorized representative

Printed Name and Title

EXHIBIT H

- State and Local Fiscal Recovery Funds (SLFRF) Final Rule PDF
- SLFRF: Overview of the Final Rule PDF
- Coronavirus State and Local Fiscal Recovery Funds- Frequently Asked Questions as of July 27, 2023 PDF
- 2 CFR Part 200

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>



Yakima County

Submission Details

Submitted By: Dan Ford

Submitted On: 6/1/2023 9:05:37 PM (UTC)

Status: Approved

Amount: 708854.00

Attachments: [View Attachments \(/applications/download-attachments?id=98fdf30d-c000-ee11-a81c-000d3a5b5bcb\)](/applications/download-attachments?id=98fdf30d-c000-ee11-a81c-000d3a5b5bcb).

Approvals

First Approval: Brenda Garcia on 10/27/2023 6:07:10 PM (UTC)

Second Approval: Craig Warner on 10/27/2023 6:28:51 PM (UTC)

Entity

Name: City of Toppenish

EIN:

DUNS/UEI:

Primary Contact Name: Linda Finley

Primary Contact Title:

Primary Contact Email: Linda.Finley@cityoftoppenish.us

Primary Contact Phone:

Certification

APPLICATION (TERMS AND CONDITIONS)

For sub-award of ARPA Grant

This application is being submitted by City of Toppenish, Washington (the "Entity") for a grant in the amount of \$708,854.00 (the "Grant Amount") from Yakima County, Washington (the "County"). If awarded, the Entity will be required to enter into a Grant Agreement, to which this application will be attached as an Exhibit (the "Grant Agreement").

The grant, if awarded, will be funded as a sub-award of the County's federal State & Local Fiscal Recovery Funds (CFDA No. 21.027), as authorized under the American Rescue Plan Act (ARPA), in the total amount of \$708,854.00 identified as federal award identification number SLFRP2815 (the "ARPA Grant") with a federal award date of June 7, 2021 provided by the United States Treasury ("Treasury") to the County. The Entity, as sub-recipient (the "Sub-recipient") of the ARPA Grant, agrees to comply with the terms and conditions of such federal award applicable to sub-awards and sub-recipients, including the following terms and conditions:

1. Use of Fund.
 - a. Sub-recipient understands and agrees that the funds disbursed under this sub-award may only be used in compliance with section 603(c) of the Social Security Act (the "Act"), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing
 - b. Sub-recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, auditing, and completion of such project.
2. Period of Performance. The period of performance for this sub-award begins on the date the Grant Agreement is executed and ends on June 30, 2024 (subject to extension in the sole discretion of the County, but not later than December 31, 2024), provided that eligible uses for Grant funds may extend from March 3, 2021 to such end date.
3. Reporting. Sub-recipient agrees to cooperate fully and promptly with the County with any and all reporting obligations established by Treasury and/or the County as they relate to this award, including without limitation the reporting described in Schedule A to the Grant Agreement.
4. Maintenance of and Access to Records.

- a. Sub-recipient shall maintain records and financial documents sufficient to support the County's production of evidence of compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the sub-recipient, in order to conduct audits or other investigations.
 - c. Records shall be maintained by sub-recipient for a period of seven (7) years after all funds have been expended or returned to the County, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
 6. No R&D Award. The sub-award shall not constitute an R&D award within the meaning of 2 CFR §200.332.
 7. No Administrative Costs. Sub-recipient may use funds provided under this award to cover direct costs only. Indirect costs shall not be paid or reimbursed with the sub-award
 8. Cost Sharing. Cost sharing or matching funds are not required to be provided by sub-recipient.
 9. Conflicts of Interest. Sub-recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Sub-recipient and its sub-recipients (if any) must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
10. Compliance with Applicable Law and Regulations.
 - a. Sub-recipient agrees to comply with, and to fully cooperate with the County with respect to its compliance with, the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Sub-recipient agrees to comply with all applicable federal statutes, regulations, and executive orders. Sub-recipient also agrees to comply with, and to fully cooperate with the County with respect to its compliance with, all other applicable federal statutes, regulations, and executive orders, and sub-recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this sub-award.
 - b. Federal regulations applicable to this sub-award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this sub-award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this sub-award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the sub-award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the sub-award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - c. Statutes and regulations prohibiting discrimination applicable to this sub-award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
11. Remedial Actions. In the event of the County's noncompliance (including without limitation as a result of the sub-recipient's non-cooperation with the County or other sub-recipient noncompliance) with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the County (and, thereby, the sub-recipient) of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
 12. Hatch Act. Sub-recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
 13. False Statements. Sub-recipient understands that making false statements or claims in connection with this sub-award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
 14. Publications. Any publications produced with funds from this sub-award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [SLFRP2815] awarded to [Yakima] County, Washington by the U.S. Department of the Treasury."
 15. Debts Owed the Federal Government.
 - a. Any funds paid to sub-recipient (1) in excess of the amount to which sub-recipient is finally determined to be authorized to retain under the terms of this sub-award; (2) that are determined by the County or the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by sub-recipient shall constitute a debt to the County and the federal government.
 - b. Any debts determined to be owed the County and the federal government must be paid promptly by the sub-recipient. A debt is delinquent if it has not been paid by the date specified in the initial written demand for payment, unless other satisfactory arrangements have been made or if the sub-recipient knowingly or improperly retains funds that are a debt as defined in paragraph 15(a). The County and Treasury will take any actions available to it to collect such a debt.
 16. Disclaimer.
 - a. The County expressly disclaims (and the sub-recipient understands that the United States also disclaims) any and all responsibility or liability to sub-recipient or third persons for the actions of sub-recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this sub-award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this sub-award.
 - b. The acceptance of this award by sub-recipient does not in any way establish an agency relationship between the County (or the United States) and sub-recipient.
 17. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, sub-recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General
 - iii. The Government Accountability Office
 - iv. A Treasury employee responsible for contract or grant oversight or management
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of sub-recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Sub-recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce

18. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), sub-recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
19. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), sub-recipient should encourage its employees, its sub-recipients (if any), and its contractors to adopt and enforce policies that ban text messaging while driving, and sub-recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Certifications

The representative of the Entity submitting this Application certifies, represents and warrants as follows:

1. I am duly authorized by the Entity to submit this Application on its behalf.
2. I have read and understand this Application and the Grant Agreement that will be required if this Application is accepted (including, without limitation, the provisions of the Grant Agreement related to reporting, recoupment, and indemnification).
3. I understand that award of the grant is and will remain subject to the availability of funds to make the grant. The County is not and will not be obligated to fund the grant from any funds other than proceeds of the ARPA Grant that are actually received by the County.
4. No funds received from the Grant, if awarded, will be used to pay or reimburse any costs that have been (or will be) paid or reimbursed through another COVID-19 relief program (whether federal, state, county, local or non-governmental).
5. As part of this Application, I have provided the reports associated with the Entity's most recently completed independent audit (e.g. financial statements, management letter, "Yellow Book" report, and Single Audit (if applicable)) and that if the grant is awarded, the Entity will provide such reports each year through the closeout (as defined in 2 C.F.R. Section 200.344) of the grant
6. Notices to the Entity shall be in writing and addressed to [Entity CONTACT INFORMATION] and notices to the County shall in writing and delivered to [Yakima County, 128 N 2nd Street, Yakima, WA 98901, Attention: Mr. Craig Warner, Finance Director], or to such other address as either party shall provide to the other in writing. The Applicant is responsible for notifying Yakima County for any changes to the contact information.
7. To the best of my knowledge, no person or entity involved in submitting this Application or that is expected to be involved in the grant or the project funded thereby (i) has been debarred, suspended or otherwise excluded from participation in federal or state assistance programs or activities or (ii) has violated or is currently the subject of any actual or threatened investigation or audit involving allegations of fraud, bribery, dishonesty, or any other action that bears upon the trustworthiness or responsibility of such person.
8. The Entity is registered with the System for Award Management ("SAM") and I confirm that the name of the Entity and the Data Universal Numbering System (DUNS) number provided with this Application are correct and consistent with the name and number appearing in the SAM. Furthermore, the Applicant will maintain an active SAM registration at all times it has an active federal award or application for federal award in process.
9. All information provided to the County in connection with this Application (including without limitation the information entered into the County's online portal) is true, accurate and complete in all material respects as of and on the date hereof.

I certify that I have read and understand the above agreement and am legally authorized to sign on the City or Town's behalf

Answer: Yes

Certified By: Dan Ford

Certified Date: 6/1/2023 10:00:32 PM

Application ARPA-1051

Application Type *

Infrastructure - Water/Sewer

Funding Type *

Advance

Project Name *

Juniper & Jackson St Domestic Water Resiliency Improvements

Project Description (Max 1,500 characters) *

This project will replace the undersized and aging asbestos concrete and iron transmission lead-joint watermains in conjunction with the funded roadway improvements. These improvements will benefit the citizens of Toppenish by replacing the main supply feed from the city's largest source well which will improve capacity and resiliency for many years to come.

Infrastructure Water/Sewer

Subcategory: *

5.11 Drinking water: Transmission & Distribution

NPDES Permit # (Clean Water) or PWS ID # (Drinking Water):

888503

Location *

The project extends from the City well and reservoir located adjacent to and southwest of the intersection of Magnolia Street and Jackson Street. It then proceeds easterly within Jackson street to South Juniper Street. It turns north and extends within Juniper Street to its intersection with Monroe Avenue where it connects back to the existing water distribution infrastructure.

Requested ARPA Share: *

\$708,854.00

Estimated Project Start Date: *

10/2/2023

Other Revenue Sources (Amount): *

\$0.00

Estimated Project Completion/Operations Date: *

12/27/2024

Total Project Cost: *

\$708,854.00

Description of type of Other Revenue Sources: *

None

Median Household Income of service area *

\$57,268.00

Date of Town Meeting or City Council Approval:

6/27/2022

Does the project prioritize local hires?

No Yes

Lowest Quintile Income of the service area *

\$28,981.00

Does the project have a Community Benefit Agreement?

No Yes

If the project has a Community Benefit Agreement, provide a description of it here:

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For projects over \$10 million, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act", see link below for certification requirements), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts")

No Yes

The project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)).

No Yes

[Davis-Bacon Act \(../../../../clad_davisbacon.pdf\)](#)