

**CITY COUNCIL
REGULAR MEETING AGENDA
MAY 28, 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. 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.

4. 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 May 13, 2024, Regular Meeting
- b. Accept Minutes of the May 20, 2024, Public Safety Committee Meeting
- c. Accept Minutes of the May 21, 2024, Budget and Finance Committee Meeting
- d. Approve Payroll Checks Numbers 36667 through 36679, and Electronic Transfers EFTPR3255 through EFTPR3263 in the total amount of \$300,154.33 dated May 23, 2024
- e. Approve Claims Checks Numbers 98927 through 99000, and Electronic Transfer EFTAP396 through EFTAP398 in the total amount of \$302,674.04 dated May 28, 2024, and void Checks Numbers NR98769 and NR98999

5. NEW BUSINESS

- a. AB 24-039: [Proposed] Ordinance 2024-11, Amending TMC Chapter 3.05 for Investment of City Funds
- b. AB 24-040: [Proposed] Ordinance 2024-12, Amending TMC Chapter 2.33 for the Budget and Finance Committee
- c. AB 24-041: [Proposed] Resolution 2024-25, Approve 2023-2025 Climate Planning Grant
- d. AB 24-042: Receive Recommendations from Selection Committee for the Appointments of Commissioners to Serve on the Planning Commission
- e. AB 24-043: Discuss Purchase of New Tablets for Council

6. COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

7. EXECUTIVE SESSION

Purpose: To review performance of public employee [RCW 42.30.110(1)(g)]
Time: 15 minutes
Action: Potential action

8. ADJOURNMENT

NEXT COUNCIL MEETING WILL BE HELD ON JUNE 3, 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.

**TOPPENISH CITY COUNCIL
Regular Meeting Minutes
May 13, 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 George Garcia, Josh Garza, Ezequiel Morfin, and Cristian Sanchez
Absent: Councilmember Naila Duval
Staff: Interim City Manager Dan Ford (ICM Ford), City Attorney Gary Cuillier, Budget and Finance Director Adam Vaughn (FD Vaughn), Chief of Police Joseph Mehline, Fire Chief Tim Smith, Interim Public Works Director Shaun Burgess, Police Captain Jonathan Schwarder, 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 Garcia, Garza, Morfin, and Sanchez responded their attendance during roll call. Councilmember Duval was not present.

Councilmember Garza moved, seconded by Councilmember Morfin to excuse Councilmember Duval from the May 13, 2024, Regular Meeting. Motion carried unanimously.

APPROVE AGENDA

Councilmember Sanchez moved, seconded by Councilmember Morfin to approve the May 13, 2024, Agenda. Motion carried unanimously.

EMPLOYEE RECOGNITION

Swearing in of Police Captain Jonathan Schwarder

CC Riojas administered the Oath of Office to Police Captain Schwarder.

PUBLIC COMMENT

None

CONSENT AGENDA

Councilmember Garza moved, seconded by Councilmember Sanchez to approve Consent Agenda items a through d:

- a. Approve Minutes of the April 22, 2024, Regular Meeting
- b. Approve Minutes of the May 6, 2024, Study Session
- c. Approve Payroll Checks Number 36655 through 36666 Electronic Transfers EFTPR3243 through EFTPR3254 in the total amount of \$208,530.01 dated May 7, 2024, and void NREFTPR3244

- d. Approve Claims Checks Number 98826 through 98926 and Electronic Transfer EFTAP377a, EFTAP391 through EFTAP395 in the total amount of \$273,808.78 dated May 13, 2024, and void Checks Number NR96772, NR98771, and NR98823

Motion carried unanimously.

NEW BUSINESS

Mayor Saavedra Read Ordinance 2024-10 Into The Record: An Ordinance An Ordinance of the City Council of the City Of Toppenish, Washington, Amending Chapter 2.33 of the Toppenish Municipal Code for Budget and Finance Committee, Providing for Severability, Corrections, and Establishing an Effective Date Providing for Severability, Corrections, and Establishing an Effective Date.

Mayor Pro Tem Belton moved, seconded by Councilmember Morfin to adopt Ordinance 2024-10. Motion carried unanimously.

Receive Overview of Gordon Thomas Honeywell Government Affairs Services.

ICM Ford introduced Briahna Murray, partner with Gordon Thomas Honeywell (GTH) to share with Council the services GTH provides for government agencies. The primary task will be assisting in sharing with Legislators to securing funding for the two Capital Improvements Projects impacting the City. Those two projects are the Waste Water Treatment Plant and the construction of a new Police Facility.

Set June 10, 2024, as the Date for a Public Hearing for the Six-Year Transportation Improvement Program for Years 2025-2030.

Mayor Pro Tem Belton moved, seconded by Councilmember Garcia to set June 10, 2024, as the date for a Public Hearing for the Six-Year Transportation Improvement Program for Years 2025-2030. Motion carried unanimously.

COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

Mayor Pro Tem Belton had nothing to report.

Councilmember Garza reported his participation in the Junior Achievement event to educate students on finances and budgeting. He noted that volunteers are needed to help with the event.

Councilmember Sanchez shared that the Public Safety Committee meeting will be at 5:00 p.m. on May 20, 2024.

Councilmember Garcia had nothing to report.

Councilmember Morfin reported his participation at events on April 25, 2024, May 1, 2024, May 3, 2024, May 7, 2024, and May 11, 2024, involving various public safety concerns impacting communities in Yakima County.

Mayor Saavedra reported her participation volunteering at the Junior Achievement event to assist with the students.

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 7:49 p.m.

ELPIDIA SAAVEDRA, MAYOR

HEIDI RIOJAS, CMC, CITY CLERK

**Public Safety Committee
Meeting Minutes
May 20, 2024**

Call To Order

The Public Safety Committee meeting was called to order at 5:00 p.m.

Present: Councilmembers Naila Duval and Cristian Sanchez

Absent: Councilmember George Garcia

Staff Present: Interim City Manager Dan Ford (ICM Ford), Chief of Police Joseph Mehline (CP Mehline), Fire Chief Tim Smith (FC Smith), Budget and Finance Director Adam Vaughn (FD Vaughn), Firefighter Trevor Oswalt, Community Television Manager Sean Davido (CT Davido), and City Clerk Heidi Riojas (CC Riojas)

Approve Agenda

Councilmember Sanchez moved, seconded by Councilmember Duval to approve the May 20, 2024, Public Safety Committee meeting agenda. Motion carried unanimously.

Public Comment

CC Riojas recited the email received from Christopher Lemus suggesting a 4 way stop at South Beech Street and Second Avenue.

New Business

Approve Minutes of the April 15, 2024, meeting.

Councilmember Sanchez moved, seconded by Councilmember Duval to approve the Minutes of the April 15, 2024, meeting. Motion carried unanimously.

Receive comments from police and fire regarding crime trends and service calls.

CP Mehline presented the members with data from FBI resources on crime trends between 2020 and 2022. Chief reported on the updates with the passing of Initiative 2113 for police vehicle pursuits that becomes law June 5, 2024.

FC Smith reported that his department responds daily to overdose calls. He spoke to the opportunities received from the Yakama Nation and Astria Hospital to receive Narcan supplies to be able to respond to the overdose calls. Chief Smith noted that 75%-80% of department calls are for emergency medical services.

Review and discuss the research provided by Councilmember Sanchez to rethink the approach to public safety to create a safer community for everyone.

Councilmember Sanchez presented his research on the success of the City of Olympia with its Reimagining Public Safety Initiative. The intent of the initiative was to receive comments from the community on areas of improvement for the public safety system. Councilmember Sanchez

shared his ideas for building trust in the community and ensuring the public safety system is responsive and accessible.

Review and discuss Public Safety Committee webpage and community engagement.

CT Davido presented the temporary Public Safety Committee webpage to encourage community feedback. He noted that the new website will have search ability and other options for community outreach.

Set agenda for next meeting on June 17, 2024.

Councilmember Sanchez moved, seconded by Councilmember Duval to cancel the June 17, 2024, meeting. Motion carried unanimously.

Set agenda for the meeting on July 15, 2024.

FC Smith will provide an update on the 4th of July, and CT Davido will provide an update on the website and social media.

Adjournment

There being no further business the meeting was adjourned at 6:38 p.m.

Heidi Riojas, CMC
City Clerk

**Budget and Finance Committee
Meeting Minutes
May 21, 2024**

Call To Order

The Budget and Finance Committee meeting was called to order at 5:00 p.m.

Present: Councilmembers Naila Duval, George Garcia, and Ezequiel Morfin
Staff Present: Interim City Manager Dan Ford (ICM Ford), Budget and Finance Director Adam Vaughn (FD Vaughn) and City Clerk Heidi Riojas (CC Riojas)

Approve Agenda

Councilmember Garcia moved, seconded by Councilmember Morfin to approve the May 21, 2024, Budget and Finance Committee meeting agenda. Motion carried unanimously.

Public Comment

None

New Business

Select Committee Chairperson for 2024 and 2025.

Councilmember Morfin nominated Councilmember Duval to be the Committee Chairperson for 2024 and 2025. No other nominations were received. Councilmember Duval will be the Committee Chairperson for 2024 and 2025.

Review 2024 First Quarter Report.

FD Vaughn presented the members with the 2024 First Quarter (Q1) Report. He provided reports on the financial trends for Q1 for the period from January 1, 2024, through March 31, 2024, consisting of expenditures and revenues in comparison to the budget and previous years.

Review investment ordinance and determine whether to move forward with the full Council.

FD Vaughn reported on the proposed updates to Toppenish Municipal Code Section 3.05.120 for Individual or commingled funds. The proposed changes would have all income generated by the investment portfolio allocated to the General Fund.

Councilmember Morfin moved, seconded by Councilmember Garcia to move the investment ordinance for consideration by the Council at the May 28, 2024, Regular Meeting. Motion carried unanimously.

Review and discuss Investment Strategy.

FD Vaughn presented the members with an investment strategy to consider for long term planning while maximizing the current favorable interest rates. The proposed investment strategy would generate income for the General Fund over the next five years.

The June 18, 2024, meeting will need to be cancelled with the majority of the members attending the AWC Annual Conference in Vancouver, Washington.

Councilmember Garcia moved, seconded by Councilmember Morfin to set the meeting schedule to be at 5:30 p.m. on the first Wednesday of each month. Motion carried unanimously.

The next meeting will be at 5:30 p.m. on June 5, 2024.

Adjournment

There being no further business the meeting was adjourned at 6:25 p.m.

Heidi Riojas, CMC
City Clerk

Payroll Check Register

Payroll for Period: 5/1-5/15, 2024

Fund Number	Description	Amount
001-000-014	Finance, Record	\$19,054.62
001-000-017	Risk Management	\$5,353.46
001-000-018	Central Services, Personnel Services	\$15,541.38
001-000-021	Law Enforcement	\$71,878.15
001-000-022	Fire Services	\$45,345.27
001-000-024	Protective Inspections	\$3,634.80
001-000-058	Planning and Community Development	\$1,399.08
001-000-071	Recreational Services	\$4,339.87
001-000-076	Pool, Park Facilities	\$7,786.55
030-000-021	Criminal Justice Fund	\$40,852.33
050-000-000	Special Projects Fund	\$1,080.04
101-000-000	Street Fund	\$6,614.06
108-000-000	Cemetery Fund	\$5,205.04
157-000-000	Cable TV Fund	\$5,433.14
401-000-000	Water Fund	\$22,199.55
403-000-000	Wastewater Fund	\$26,940.79
405-000-000	Solid Waste Fund	\$17,496.20
Grand Total		\$300,154.33

Payroll Checks

Payroll Checks 36667-36679 and Electronic Transfers EFTPR3255-EFTPR3263.

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

May 23, 2024

Date

Accounts Payable Check Register

May 28, 2024

Number	Vendor Name	Account Description	Amount
98927	Mely's Western Kitchen	Memberships- Registrations - Subscriptions	\$90.00
98928	Alba Enterprises	Professional Services - Interpreting/Translation Services	\$50.00
98929	Amazon Capital Services	City Utility Services - Swimming Pool	\$397.35
		Office & Operating Supplies	\$833.40
		Operating/Maint Supplies - General	\$101.51
		Operating/Maint. Supplies - Park Facilities	\$116.60
		Operating/Maintenance Supplies - General	\$116.61
		Service Repair/Maintenance Parks	\$138.00
		Small Tools & Minor Equipment	\$106.33
		Uniforms & Clothing	\$0.00
		Check Total:	\$1,809.80
98930	Anatek Labs, Inc.	Professional Services	\$400.00
98931	BCR Environmental Corporation	Rentals	\$15,000.00
98932	Budget Septic LLC	Repair & Maintenance Equipment	\$1,533.87
98933	Cascade Natural Gas Corp.	Fuel for Heating - City Hall	\$82.54
		Fuel for Heating - Police	\$156.11
		Check Total:	\$238.65
98934	CenturyLink	Telephone	\$21.72
98935	Cintas Corporation #605	Rentals	\$14.75
		Uniform Cleaning	\$303.14
		Check Total:	\$317.89
98936	City of Sunnyside - Finance Dept.	Corrections Services Sunnyside	\$5,512.50
98937	Columbia Cleaners	Uniform Cleaning	\$107.99
98938	Criminal Justice Training Commission	Memberships- Registrations - Subscriptions	\$950.00
98939	Department of Licensing	Weapon Permit - DOL License	\$90.00
98940	EarthCam, Inc.	Alarm Monitoring	\$750.00
98941	Elwood Staffing Services, Inc.	Professional Services - Seasonal Help	\$6,166.04
98942	Federal Express Corporation	Postage	\$7.71
98943	Fire Protection Publications	Memberships- Registrations - Subscriptions	\$275.41
98944	Galls, Inc.	Uniforms & Clothing	\$262.44
98945	Good To Go!	Travel	\$13.00
98946	H.D. Fowler Co., Inc.	Operating Maintenance Supplies - General	\$6,757.45
98947	Hach Company	Chemicals	\$60.68
98948	HLA Engineering and Land Surveying, Inc.	2022 Water Meter Replacement Project - Engineering	\$0.00
		Jackson-Juniper - Eng Services	\$29,153.00
		Professional Services	\$742.00
		Check Total:	\$29,895.00
98949	Howard's Tire Factory Inc	Operating/Maintenance Supplies - Vehicles	\$3,951.07
		Repair & Maintenance - Vehicles	\$70.15

		Service Repair/Maintenance Equipment	\$69.53
		Service Repair/Maintenance Vehicles	\$765.81
		Check Total:	\$4,856.56
98950	Industrial Software Solutions	IT Services - Sewer Treatment	\$3,898.80
		IT Services - Water Operations	\$3,898.80
		Check Total:	\$7,797.60
98951	Intermountain Cleaning Service, Inc.	Janitorial Services - Police Department	\$1,885.42
		Janitorial Services - Public Works	\$1,510.00
		Operating/Maintenance Supplies - General	\$79.06
		Check Total:	\$3,474.48
98952	International Association for Property and Evidence, Inc.	Memberships- Registrations - Subscriptions	\$65.00
98953	James Andrews	LEOFF Out Pocket Medical	\$3,000.00
98954	Les Schwab Tire Center	Service/Maintenance Agreements	\$962.88
98955	Lexipol, LLC	Software Subscriptions	\$6,936.89
98956	L-P Body Shop, Inc.	Service Repair/Maintenance Vehicles	\$481.39
98957	Masters Telecom LLC	Telephone	\$17.00
98958	Morton & Sons, Inc.	Service Repair/Maintenance Parks	\$853.25
98959	Morton's Supply Inc.	Operating/Maintenance Supplies - General	\$113.56
		Repair & Maintenance Equipment	\$40.00
		Check Total:	\$153.56
98960	Municipal Emergency Services Inc.	Service Repair/Maintenance Equipment	\$216.00
		Small Tools & Minor Equipment	\$5,972.40
		Check Total:	\$6,188.40
98961	N-able Technologies LTD	IT Services - Building	\$21.91
		IT Services - Cemetery	\$2.38
		IT Services - City Clerk	\$20.72
		IT Services - Customer Service	\$8.51
		IT Services - Facilities	\$0.00
		IT Services - Finance	\$151.44
		IT Services - Fire	\$55.17
		IT Services - Legislative	\$41.59
		IT Services - MVTV	\$62.26
		IT Services - Parks	\$2.38
		IT Services - Personnel	\$54.69
		IT Services - Police	\$501.56
		IT Services - PW Admin	\$68.86
		IT Services - Recreation	\$5.94
		IT Services - Sewer Treatment	\$40.93
		IT Services - Solid Waste Operations	\$1.20
		IT Services - Street	\$0.00
		IT Services - Water Operations	\$37.59
		Software Subscriptions	\$46.29
		Check Total:	\$1,123.42
98962	Northwest Code Professionals	Professional Services	\$4,334.68
98963	Nutrien Ag Solutions, Inc.	Chemicals	\$1,925.48

98964	ODP Business Solutions, LLC	Office & Operating Supplies	\$1,836.30
98965	O'Reilly Auto Parts	Operating/Maintenance Supplies - General	\$15.99
		Operating/Maintenance Supplies - Vehicles	(\$85.16)
		Service Repair/Maintenance Vehicles	\$104.62
		Small Tools & Minor Equipment	\$7.38
		Check Total:	\$42.83
98966	Pacific Office Automation	Rentals	\$448.21
98967	Pacific Power & Light Co.	City Utility Services	\$554.65
		Electricity	\$8,092.78
		Electricity - Cemetery	\$251.73
		Electricity - City Hall	\$312.97
		Electricity - Fire	\$458.16
		Electricity - Parks	\$265.92
		Electricity - Police	\$1,133.96
		Electricity - Recreation	\$144.82
		Electricity - Street Lights	\$4,840.83
		Electricity - Swimming Pool	\$186.30
		Electricity - Traffic Signals	\$225.60
		Lift Station Electricity	\$479.92
		WWTP Electricity	\$9,614.77
		Check Total:	\$26,562.41
98968	Pacific Power & Light Co.	Electricity - Welcome Center	\$85.61
98969	Paul Deccio Installations	Service Repair/Maintenance Vehicles	\$464.40
98970	Porter Lee Corporation	Software Subscriptions	\$919.00
98971	Rathbun Iron Works, Inc.	Operating/Maintenance Supplies - General	\$127.81
		Operating/Maintenance Supplies - Vehicles	\$6.31
		Repair & Maintenance Equipment	\$12.57
		Check Total:	\$146.69
98972	Schreiner Title Company	Sewer Sales Residential	\$3.81
		Solid Waste Services	\$0.98
		Water Sales Residential	\$1.93
		Check Total:	\$6.72
98973	SEP Consulting	Professional Services	\$140.00
98974	Shaun Burgess	Travel	\$182.00
98975	SHC Medical Center Toppenish	Medical Services	\$281.05
98976	Simple Box Storage, LLC	Office & Operating Supplies	\$316.54
		Operating Maintenance Supplies - General	\$1,250.00
		Operating/Maintenance Supplies - General	\$1,566.54
		Check Total:	\$3,133.08
98977	Standard Paint & Flooring LLC	Operating/Maintenance Supplies - General	\$2,534.22
		Service Repair/Maintenance Pool	\$494.18
		Check Total:	\$3,028.40
98978	Summit Law Group	Legal Services	\$525.00
98979	The Bunker Tri-Cities LLC	Uniforms & Clothing	\$483.84

98980	The Print Guys	Operating/Maint. Supplies - General	\$446.19
98981	TransUnion Risk and Alternative Data Solutions, Inc.	Professional Services	\$129.60
98982	True North Equipment	Capital Purchase - Fire Equipment	\$4,555.30
		Repair & Maintenance - Vehicles	\$2,146.38
		Check Total:	\$6,701.68
98983	Tyler Technologies Inc.	Capital Software	\$810.00
		Finance Software	\$18,593.30
		Permitting Software	\$3,888.00
		Software Subscriptions	\$6,357.16
		Check Total:	\$29,648.46
98984	Verizon Wireless	Small Tools & Minor Equipment	\$25.79
		Telephone	\$3,748.09
		Telephone - Utility Billing	\$42.24
		Check Total:	\$3,816.12
98985	VESTIS	Rentals	\$52.30
98986	Washington State Patrol	Weapon Permit - State Background Check	\$26.50
98987	Washington State Treasurer	Death Investigation Account	\$3.93
		DNA Account	\$20.56
		DOL Tech Support	\$61.45
		Domestic Violence Prevention Acct.	\$45.00
		Highway Safety Account	\$18.76
		Judicial Information Services	\$526.76
		School Zone Safety	\$55.92
		St Gen Fund 93 (WA Auto Theft)	\$134.83
		State General Fund 40	\$2,084.84
		State General Fund 50	\$979.04
		State General Fund 54	\$29.41
		State Patrol Highway Account	\$22.45
		Trauma Care	\$67.28
		Traumatic Brain Injury Account	\$61.42
		Check Total:	\$4,111.65
98988	Weinmann, Gene E.	Office & Operating Supplies	\$8.47
		Postage	\$9.92
		Professional Services	\$3,915.00
		Check Total:	\$3,933.39
98989	Wells Fargo Vendor Fin Serv	Rentals	\$383.80
98990	Whittum, Sandra	Water Sales Residential	\$15.00
98991	Workhub Software Inc.	Software Subscriptions	\$54.00
98992	Yakima County Department of Corrections	Corrections Services Yakima County	\$18,401.71
		Medical Services	\$495.62
		Check Total:	\$18,897.33
98993	Yakima County Financial Services	2% Alcohol Distribution	\$656.92
98994	Yakima County GIS	IT Services - Community Dev	\$85.00
98995	Yakima County Treasurer	County Crime Victims	\$75.44
98996	Yakima Valley Conference of Governments	Professional Services	\$35,919.86

98997	Yakima Waste Systems, Inc.	Recycling & Shred Services	\$22.38
98998	CDW Government	Wireless HDMI for Directors Office	\$237.15
98999	U.S. Bank Corporate Payment Systems	Credit Card Purchases	\$11,890.21
99000	U.S. Bank Corporate Payment Systems	Credit Card Purchases	\$10,890.22
EFTAP396	Wex Bank	Fuel Purchases	\$12,694.91
EFTAP397	Washington State Department of Revenue	Excise Taxes	\$22,861.06
		Sales Tax Remitted	\$338.86
		Check Total:	\$23,199.92
EFTAP398	Heritage Bank	Bank Service Charge Fee	\$109.94
NR98769	Coastal Farm and Home Supply	Personal Protective Equipment	(\$200.00)
NR98999	U.S. Bank Corporate Payment Systems	Credit Card Purchases	(\$11,890.21)
	Grand Total		\$302,674.04

Accounts Payable Checks 98927- 99000, and EFTAP396-EFTAP398 and Voided Checks NR98769, and NR98999

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

May 23, 2024

REQUEST FOR COUNCIL ACTION

Agenda Bill No.: 24-039

Meeting Date: May 28, 2024

Subject: Investment Ordinance Amendment

Attachments: Proposed Ordinance 2024-11

Presented by: Adam Vaughn, Finance Director

Approved For Agenda By: Dan Ford, Interim City Manager

Discussion:

RCW 35A.40.050 allows for cities to combine their investment funds and collect all the revenue in the City's General Fund. The City currently combines its funds to invest, but all the investment earnings are allocated back to the individual funds.

Putting all the investment earnings into the General Fund will give the City more flexibility to fund its services.

On May 21, 2024 the Budget and Finance Committee reviewed this proposed ordinance and voted to move it forward for full council consideration.

Fiscal Impact: Depending on interest rates and portfolio makeup, anywhere from \$100 - \$500 thousand dollars of additional revenue a year in the General Fund.

Recommendation: Adopt Ordinance 2024-11

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

ORDINANCE 2024-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, AMENDING CHAPTER 3.05 OF THE TOPPENISH MUNICIPAL CODE FOR INVESTMENT OF CITY FUNDS, PROVIDING FOR SEVERABILITY, CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS the Toppenish City Council, through its Budget and Finance Committee, has discussed the City's investment strategies and portfolio, and

WHEREAS it was determined by the committee that it would be in the City's best interest to amend Toppenish Municipal Code Section 3.05.120 to allow for all investment interest earnings to be accounted for in the General Fund, to allow for more flexibility and greater resource collections in the General Fund,

WHEREAS the Budget and Finance Committee made a motion to recommend approval to the full City Council,

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

Section 1: Section 3.05.120 of the Toppenish Municipal Code is amended as follows:

3.05.120 Individual or commingled funds.

Moneys determined to be available for investment purposes may be invested on an individual fund basis or may, unless otherwise restricted by law, be commingled within one common investment portfolio. All income derived therefrom shall be disbursed into the General Fund in accordance with the alternatives permitted by RCW 35A.40.050. ~~for the mutual benefit of all participating funds; provided, that if such moneys are commingled in a common investment portfolio, all income derived therefrom shall be apportioned among the various participating funds in direct proportion to the amount of money invested by each. Any excess or inactive funds not otherwise invested for the specific benefit of any particular fund may be invested for the benefit of the general fund. See RCW 35A.40.050.~~

Section 2. Severability: If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Corrections: The city clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the corrections of scribes/clerical errors, references, section or subsection numbers and any references thereto.

Section 4. Effective Date: That this Ordinance shall be effective five (5) days after passage, approval, and publication.

PASSED by the Toppenish City Council at its regular meeting held on the 28th day of May, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

GARY M. CUILLIER, City Attorney

REQUEST FOR COUNCIL ACTION

Agenda Bill No.: 24-040

Meeting Date: May 28, 2024

Subject: Change the weekday and time for the Budget and Finance Committee Meetings

Attachments: Proposed Ordinance 2024-12

Presented by: Adam Vaughn, Finance Director

Approved For Agenda By: Dan Ford, Interim City Manager

Discussion:

On May 21, 2024, the Budget and Finance Committee met and determined that a different weekday and time would be beneficial to attending members. The proposed ordinance reflects this change and allows for flexibility in the future for the committee to determine the best time to meet.

Fiscal Impact: No Fiscal Impact.

Recommendation: Adopt Ordinance 2024-12

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

ORDINANCE 2024-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, AMENDING CHAPTER 2.33 OF THE TOPPENISH MUNICIPAL CODE FOR BUDGET AND FINANCE COMMITTEE, PROVIDING FOR SEVERABILITY, CORRECTIONS, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS the Toppenish City Council has decided to modify the meeting schedule for the Budget and Finance Committee,

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

Section 1: Section 2.33.060 of the Toppenish Municipal Code is amended as follows:

2.33.060 Meetings.

~~The Committee shall meet monthly, on the 3rd Tuesday, at 5:00 p.m.~~ The Committee shall meet and determine an appropriate meeting schedule. One person on the committee shall be selected to serve as chairperson of the committee. Meetings shall be informal. The public shall be allowed to attend all committee meetings. Minutes of each meeting shall be kept and provided to the City Council at the next regular Council meeting. The Committee shall establish its rules of procedure for the conduct of its meetings. All meetings shall take place at City Hall unless otherwise determined by the Committee. No more than three members of the City Council shall attend a Committee meeting unless proper notice has been given as required by law. Notwithstanding the above, the Committee need not meet every month if it determines that to do so would be unnecessary.

Section 2. Severability: If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 3. Corrections: The city clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the corrections of scriveners/clerical errors, references, section or subsection numbers and any references thereto.

Section 4. Effective Date: That this Ordinance shall be effective five (5) days after passage, approval and publication as required by law.

PASSED by the Toppenish City Council at its regular meeting held on the 28th day of May, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

GARY M. CUILLIER, City Attorney

REQUEST FOR COUNCIL ACTION
Agenda Bill No.: 24-041

Meeting Date: May 28, 2024

Subject: 2023-2025 Climate Planning Grant

Attachments: Resolution 2024-25, Interagency Agreement with Washington State Department of Commerce

Presented by: Dan Ford, Interim City Manager

Approved For Agenda By: Dan Ford, Interim City Manager

Discussion:

During the October 23, 2023, Regular Meeting, City Council authorized staff to submit a grant application to the Department of Commerce for funding to complete the planning for climate change. The City of Toppenish must complete a Climate Resilience sub-element by 2026 to be in compliance with the Growth Management Act.

The proposed Resolution is to authorize the Interim City Manager to sign the Interagency Agreement with the Department of Commerce for the 2023-2025 Climate Planning Grant in the amount of \$94,400.00 to complete the planning for climate change.

Fiscal Impact: \$0

Recommendation: Approve Resolution 2024-25, authorizing the City Manager to sign the Interagency Agreement for a 2023-2025 Climate Planning Grant.

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

RESOLUTION 2024-25

**A RESOLUTION APPROVING AN INTERAGENCY AGREEMENT
BETWEEN THE WASHINGTON STATE DEPARTMENT OF COMMERCE
AND THE CITY OF TOPPENISH FOR GROWTH MANAGEMENT
SERVICES FOR A 2023-2025 CLIMATE PLANNING GRANT**

WHEREAS the City of Toppenish has the opportunity to partner with the Washington State Department of Commerce to receive Climate Commitment Act Funding to complete the planning for climate change, and

WHEREAS the City Council has reviewed and considered said proposed agreement and deems it to be in the best interest of the City to accept the award of \$94,400 for Climate Commitment Act Funding,

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

The attached Interagency Agreement between the Washington State Department of Commerce and the City of Toppenish is approved, and the Interim 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 May 28, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk



Interagency Agreement with

City of Toppenish

through

Growth Management Services

**Contract Number:
24-63610-169**

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 24-63610-169

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor City of Toppenish 21 West First Avenue Toppenish, WA 98948		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Dan Ford, PE Interim City Manager City of Toppenish dan.ford@cityoftoppenish.us		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$94,400.00	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A ALN N/A	
10. Tax ID # N/A	11. SWV # SWV0007171	12. UBI # 916-001-286	13. UEI # N/A
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181. COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ <insert name>, <insert title> _____ Signature _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **ninety four thousand four hundred dollars (\$94,400)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-169. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

“The WA Department of Commerce climate planning grant is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

7. **INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. **FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor 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, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE 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.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Task #	Proposed Date(s)	Activity	Deliverable
I	05/13/24	Introduction of Plan, formation of advisory team, and public engagement process to City Council.	Project Initialization: Summary memorandum of climate policy team establishment and public engagement plan.
	05/13/24-06/07/24	Solicit participants for advisory team.	
	06/13/24	Creation of City's project web page	
	04/30/24 – 05/17/24	Develop a proposed public engagement plan, including summary of equity analysis.	
	by 06/13/24	Convene the advisory team to confirm planning structure, roles, and review/revise the proposed Public Engagement plan and schedule.	
	06/13/2024	Present Public Engagement plan to City Council for approval.	
II	06/30/2024 – 08/15/2024	Identify community assets	Summary of Climate Impact Data and workshop outcomes
	09/1/2024 – 09/30/2024	Explore climate hazards using UW Climate Mapping tool	
	By 9/30/2024	Policy team workshop - pair assets and threats to describe exposure and consequences to ID priority climate hazards.	
III	09/24/2024	Audit planning documents to gather all existing resilience policies.	Audit Plan Summary
IV	10/1/2024 – 010/31/2024	Assess vulnerabilities and risks for prioritized climate hazards which are not well documented.	Vulnerability Assessment Summary

			Convene advisory team to review analysis and assessment results, explore potential pathways	
V		11/15/2024	Pursue pathway based on analysis of identified climate hazards, existing policies, and vulnerability assessment – review using Menu of Measures	Summary of New Goals and Policies for Climate Resiliency
	Pathway #1		Toppenish will address climate hazards with existing or amended goals and policies.	
	Pathway #2		Toppenish will be developing new goals and policies to complement existing ones.	
	Pathway #3		Toppenish will update their Hazard Mitigation Plan.	
		11/15-11/30/2024	Convene the advisory team to review proposed goals and policies, offer revisions/additions	
VI		02/10/25	Integrate goals and policies into the draft Climate Element	Draft Climate Element
		02/10/25	Complete draft of Climate Element and share with City Staff to policy team for review.	
VII		03/13/25	Present Draft Climate Element to City Council.	Climate Element – Adoption Summary including completed Climate Element Workbook
		03/25/25	Send Draft Climate Element to Commerce for 30-day comment period.	
		04/28/25	Incorporate Commerce comments, finalize Climate Element.	

Attachment B: Budget

Deliverables #		Commerce Funds
I	Project Initialization: Summary memorandum of climate policy team establishment and public engagement plan.	\$10,000
II	Summary of Climate Impact Data and workshop outcomes	\$13,000
III	Audit Plan Summary	\$15,000
IV	Vulnerability Assessment Summary	\$13,400
V	Summary of New Goals and Policies for Climate Resiliency	\$15,000
VI	Draft Climate Element	\$20,000
VII	Climate Element – Adoption Summary including completed Climate Element Workbook	\$8,000
	Total Project Cost	\$94,400

REQUEST FOR COUNCIL ACTION

Agenda Bill No.: 24-042

Meeting Date: May 28, 2024

Subject: Selection Committee Recommendation for Appointments of Planning Commissioners

Presented by: Mayor Pro Tem Loren Belton

Discussion:

During the May 6, 2024, Study Session, Interim City Manager Ford noted that City Council adopted Ordinance 2024-08, to reduce membership of the Planning Commission from seven to five members. He reported that the Selection Committee, consisting of Mayor Pro Tem Belton, and Councilmembers Duval and Garica, would review the applicants and then make recommendations for appointments to serve on Planning Commission.

The Selection Committee members received all application materials to review and discuss. Due to the recent reconstruction of the Planning Commission in 2024, the newly appointed members would serve until 2030 without reconsideration or replacement. It is expected some membership changes will occur and establish new dates for members that are replaced. If no member is replaced within a four year period, staff will begin an adjusted approach for replacement to meet the intent of Toppenish Municipal Code Section 2.30.030 to prevent all members be replaced at the same time.

Fiscal Impact: No Fiscal Impact.

Recommendation: Receive motion from Selection Committee for appointments to Planning Commission.

Alternatives: Table for further discussion.

REQUEST FOR COUNCIL ACTION

Agenda Bill No.: 24-043

Meeting Date: May 28, 2024

Subject: Quote to Purchase iPad Air Tablets for City Council

Attachments: Apple Store Quote

Presented by: Van Donley, Information Technology Services Manager

Approved For Agenda By: Dan Ford, Interim City Manager

Discussion:

The City Council has been utilizing the Microsoft Surface Go tablets since January 2, 2019, for City business purposes, including accessing agenda materials and email. However, Microsoft has announced it will no longer support these devices after October 14, 2025.

Given the current situation, staff has been waiting for Apple to release the new iPad Air tablets before proceeding with replacement of the current Surface Go devices. The proposal before Council is to acquire new iPad Air tablets as replacements for the existing Surface Go tablets. The attached quote provides detailed information about the items included for this purchase.

Fiscal Impact: \$8,000.00

Recommendation: Motion to approve purchase of iPad Air tablets as noted on the Apple Store Quote for use by City Council.

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



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Item	Product / Description	Total Quantity	Unit Price	Total Price
1	PUWC3LL/A Personalized 11-inch iPad Air Wi-Fi 128GB - Space Gray Engraving Property of City of Toppenish	8	549.00	4,392.00 USD
2	SM3X2LL/A AppleCare+ for iPad Air 11-inch (M2)	8	69.00	552.00 USD
3	PWR33AM/A Personalized Apple Pencil Pro Engraving CITY OF TOPPENISH	8	119.00	952.00 USD
4	HPNF2ZM/B Logitech Combo Touch Keyboard Case with Trackpad for iPad Air (5th generation)	8	199.95	1,599.60 USD
			Subtotal	7,495.60 USD
			Estimated Tax	416.62 USD
			Total	7,912.22 USD

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