



**CITY COUNCIL
REGULAR MEETING AGENDA
JULY 8, 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 Code Enforcement Officer Tia Hickman

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 June 24, 2024, Regular Meeting
b. Approve Minutes of the July 1, 2024, Study Session
c. Approve Payroll Checks Numbers 36709 through 36725, and Electronic Transfers EFTPR3283 through EFTPR3291 in the total amount of \$245,791.95 dated July 3, 2024
d. Approve Claims Checks Numbers 99155 through 99244, and Electronic Transfers EFTAP404 through EFTAP405 in the total amount of \$436,060.74 dated July 8, 2024, and void Checks Numbers NR98726 and NR98755

6. NEW BUSINESS

- a.** AB 24-053: [Proposed] Resolution 2024-31, Approve Employment Agreement with Dan Ford, and Swearing in of City Manager
b. AB 24-054: [Proposed] Resolution 2024-32, Approve Janitorial Services Agreement with Intermountain Cleaning Service, Inc.
c. 2025 Budget Update

7. COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

8. ADJOURNMENT

NEXT REGULAR COUNCIL MEETING WILL BE HELD ON JULY 22, 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.

STATE OF WASHINGTON)
)
COUNTY OF YAKIMA)

OATH OF OFFICE

I, **Tia Hickman**, do solemnly swear that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and will to the best of my judgment, skill and ability, truly, faithfully, diligently and impartially perform the duties of the **Code Enforcement Officer** in and for the City of Toppenish in Yakima County, Washington, as such duties are prescribed by law, so help me God.

Tia Hickman, Code Enforcement Officer

Subscribed and sworn to before me this 8th day of July, 2024.

Heidi Riojas, CMC, City Clerk

**TOPPENISH CITY COUNCIL
Regular Meeting Minutes
June 24, 2024**

Mayor Pro Tem Belton called the meeting to order at 7:00 p.m.

ROLL CALL

Attendees: Mayor Pro Tem Loren Belton and Councilmembers Naila Prieto Duval, George Garcia, Ezequiel Morfin, and Cristian Sanchez
Absent: Mayor Elpidia Saavedra and Councilmember Josh Garza
Staff: Interim City Manager Dan Ford (ICM Ford), City Attorney Gary Cuillier, Budget and Finance Director Adam Vaughn, Chief of Police Joseph Mehline, Fire Chief Tim Smith, Interim Public Works Director 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 Pro Tem Belton and Councilmembers Garcia, Morfin, and Sanchez responded their attendance during roll call. Mayor Saavedra and Councilmember Garza were not present.

Councilmember Prieto Duval arrived at the meeting at 7:03 p.m.

APPROVE AGENDA

Councilmember Sanchez moved, seconded by Councilmember Garcia to approve the June 24, 2024, Agenda. Motion carried unanimously.

PUBLIC COMMENT

Gustavo Barajas, 523 Elmwood Road, Toppenish, spoke to public safety concerns at Elmwood Cemetery.

CONSENT AGENDA

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

- a. Approve Minutes of the June 10, 2024, Regular Meeting
- b. Approve Payroll Checks Numbers 36692 through 36708, and Electronic Transfers EFTPR3273 through EFTPR3282 in the total amount of \$314,830.79 dated June 20, 2024
- c. Approve Claims Checks Numbers 99083 through 99154, and Electronic Transfer EFTAP403 in the total amount of \$189,498.09 dated June 24, 2024, and void Check Number NR99016

Motion carried unanimously.

NEW BUSINESS

Resolution 2024-29: A Resolution Approving Consultant Agreement Between DKS Associates and the City of Toppenish for the Traffic Safety Action Plan.

Councilmember Prieto Duval moved, seconded by Councilmember Sanchez to approve Resolution 2024-29. Motion carried unanimously.

Resolution 2024-30: A Resolution Approving Janitorial Services Addendum dated June 21, 2024, with Intermountain Cleaning Service, Inc.

Councilmember Sanchez moved, seconded by Councilmember Morfin to approve Resolution 2024-30. Motion carried unanimously.

PRESENTATION BY BUDGET AND FINANCE DIRECTOR ADAM VAUGHN REGARDING FINANCIALS

FD Vaughn presented Council with the current state of the City's financials in preparation for the 2025 Budget and an overview of the last 10 years. He noted that the City's revenue sources have been stagnant over the last 10 years with no growth. FD Vaughn stated that the current revenues have not stayed up with the rate of inflation and actual expenses that has caused a Budget deficit to be balanced with ending fund balance. He noted that the City has budgeted at a deficit since 2018.

COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

Councilmember Duval reported her attendance at the AWC Annual Conference on June 19, 2024. She attended various sessions on utility rate setting and community engagement strategies and shared the needs of the community for capital improvement projects.

Councilmember Morfin reported his attendance at the AWC Annual Conference from June 19, 2024 through June 21, 2024. He attended various sessions on economic development, homeless tour, and civic health issues.

Councilmember Sanchez reported his attendance at the AWC Annual Conference from June 19, 2024 through June 21, 2024. He represented the City in the Parade of Flags on June 19, 2024, and attended sessions on fentanyl drug abuse and homelessness.

Councilmember Garcia reported his attendance at the AWC Annual Conference from June 19, 2024 through June 21, 2024. He attended various sessions on financial issues and civic health issues.

Mayor Pro Tem Belton reminded everyone of the upcoming rodeo the evenings of July 5, 2024 and July 6, 2024, and the morning of July 6, 2024, the Lions Club Cowboy Breakfast in its new location, Railroad Park, followed with the Annual Wild West Parade in the downtown area.

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:07 p.m.

LOREN BELTON, MAYOR PRO TEM

HEIDI RIOJAS, CMC, CITY CLERK

**TOPPENISH CITY COUNCIL
Study Session Minutes
July 1, 2024**

CALL TO ORDER

Mayor Pro Tem Belton called the meeting to order at 5:00 p.m.

ROLL CALL

Present: Mayor Pro Tem Loren Belton, and Councilmembers Naila Prieto Duval, George Garcia, Joshua Garza, and Ezequiel Morfin

Absent: Mayor Elpidia Saavedra and Councilmember Cristian Sanchez

Staff Present: 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, City Clerk Heidi Riojas, and Human Resources Generalist (HRG) Beltran

HRG Beltran conducted roll call for each City Councilmember to respond their attendance at the meeting. Mayor Pro Tem Belton, and Councilmembers Garcia and Garza responded their attendance during roll call. Mayor Saavedra and Councilmember Sanchez were not present.

Councilmember Garcia moved, seconded by Councilmember Garza to excuse Mayor Saavedra and Councilmember Sanchez from the July 1, 2024, Study Session. Motion carried unanimously.

Councilmember Garcia moved, seconded by Councilmember Garza to excuse Mayor Saavedra from the June 24, 2024, Regular Meeting. Motion carried unanimously.

APPROVE AGENDA

Councilmember Prieto Duval moved, seconded by Councilmember Garcia to approve the July 1, 2024, Agenda. Motion carried unanimously.

PUBLIC COMMENT

Alex Mejia, 402 Bolin Drive, Toppenish, spoke to concerns with contractors cleaning up after completing street projects in the community.

Councilmember Morfin arrived at the meeting at 5:06 p.m.

RECEIVE UPDATE FROM CITY MANAGER CONTRACT NEGOTIATION TEAM

Mayor Pro Tem Belton provided an update on the outcome of the discussions by the City Manager Contract Negotiation Team, consisting of Mayor Pro Tem Belton and Councilmembers Garcia and Morfin, and Interim City Manager Dan Ford. The proposed contract would be for Dan Ford to be the City Manager. The negotiation team recommends no change to the salary at this time, with a performance evaluation in six months, increase severance to six months, and add an additional \$100.00 per month to the car allowance.

Councilmember Prieto Duval moved, seconded by Councilmember Garza for staff to prepare an Employment Contract for Dan Ford and it bring back for discussion and approval at the July 8, 2024, Regular Meeting. Motion carried unanimously.

PRESENTATION REGARDING FINANCIALS

ICM Ford provided a brief overview of the topics discussed by FD Vaughn during the June 24, Regular Meeting with regard to the state of the City's finances. FD Vaughn then provided more discussion and detail about the three options for Council to implement to increase revenues. It was the consensus of Council for FD Vaughn to provide details of the impacts to services and staff without increasing revenues.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 6:21 p.m.

LOREN BELTON, MAYOR PRO TEM

HEIDI RIOJAS, CMC, CITY CLERK

Payroll Check Register

Payroll for Period: 6/16-6/30, 2024

Fund Number	Description	Amount
001-000-011	Legislative	\$2,627.28
001-000-013	Executive	\$6,610.70
001-000-014	Finance, Record	\$13,430.41
001-000-018	Central Services, Personnel Services	\$13,653.46
001-000-021	Law Enforcement	\$49,717.29
001-000-022	Fire Services	\$33,768.22
001-000-024	Protective Inspections	\$4,278.53
001-000-058	Planning and Community Development	\$322.62
001-000-071	Recreational Services	\$2,962.18
001-000-076	Pool, Park Facilities	\$34,852.07
030-000-021	Criminal Justice Fund	\$26,081.14
050-000-000	Special Projects Fund	\$785.98
101-000-000	Street Fund	\$3,641.70
108-000-000	Cemetery Fund	\$3,540.35
157-000-000	Cable TV Fund	\$4,480.75
401-000-000	Water Fund	\$15,310.76
403-000-000	Wastewater Fund	\$18,267.25
405-000-000	Solid Waste Fund	\$11,461.26
Grand Total		\$245,791.95

Payroll Checks

Payroll Checks 36709-36725 and Electronic Transfers EFTPR3283-EFTPR3291.

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 Toppensish, and that I am authorized to authenticate and certify to said claim.



Adam Vaughn, Finance Director

July 3, 2024

Date

Accounts Payable Check Register

July 8, 2024

Number	Vendor Name	Account Description	Amount
99155	Yisrael Sandoval	Salaries & Wages Part-Time	\$461.25
99156	Akland Pump & Irrigation Co.	Miscellaneous Fees & Charges	\$4.30
99157	Alba Enterprises	Professional Services	\$60.00
99158	All-Phase Electric, Inc.	Service Repair/Maintenance Pool	\$1,158.30
99159	Amazon Capital Services	Graffiti Program Supplies	\$152.00
		Lifeguard Uniforms	\$62.64
		Office & Operating Supplies	\$298.41
		Operating/Maint. Supplies - Park Facilities	\$76.20
		Operating/Maintenance Supplies - General	\$302.34
		Operating/Maintenance Supplies - Vehicles	\$16.19
		Personal Protective Equipment	\$239.61
		Repair & Maintenance Equipment	\$86.55
		Service Repair/Maintenance Parks	\$222.27
		Small Tools & Minor Equipment	\$118.78
		Uniforms & Clothing	\$219.41
		Check Total:	\$1,794.40
99160	Anatek Labs, Inc.	Professional Services	\$400.00
99161	BCR Environmental Corporation	Rentals	\$12,000.00
99162	BNSF Railway Company	Miscellaneous Fees & Charges	\$100.00
99163	Cascade Natural Gas Corp.	Fuel for Heating	\$43.77
		Fuel for Heating - City Hall	\$23.07
		Fuel for Heating - Fire	\$54.25
		Fuel for Heating - Parks	\$23.07
		Fuel for Heating - Police	\$56.53
		Fuel for Heating - Swimming Pool	\$2,165.39
		Check Total:	\$2,366.08
99164	Central Machinery Sales, Inc.	Repair & Maintenance Equipment	\$1,512.68
		Service Repair/Maintenance Vehicle	\$5,360.63
		Service/Maintenance Agreements	\$621.59
		Check Total:	\$7,494.90
99165	CenturyLink	Telephone	\$885.00
		Telephone - Utility Billing	\$80.45
		Check Total:	\$965.45
99166	CenturyLink	Telephone	\$2,360.79
99167	Chandler Distributing Co. Inc.	Operating/Maintenance Supplies - General	\$2,504.16
99168	Charter Communications	Internet	\$1,359.99
		Internet & Cable MVTV	\$192.37
		Internet & Cable City Hall	\$189.63
		Internet & Cable Fire Department	\$179.98
		Internet & Cable Police Department	\$25.36
		Internet & Cable Recreation	\$149.98

		Check Total:	\$2,097.31
99169	Cintas Corporation #605	Rentals	\$79.36
		Uniform Cleaning	\$478.95
		Check Total:	\$558.31
99170	City of Toppenish	City Utility Service - Fire	\$357.50
		City Utility Service - Police	\$774.85
		City Utility Services	\$459.50
		City Utility Services - Cemetery	\$92.90
		City Utility Services - City Hall	\$469.05
		City Utility Services - Parks	\$6,544.57
		City Utility Services - Recreation	\$163.26
		City Utility Services - Treatment Plant	\$303.27
		City Utility Services - Welcome Center	\$165.06
		Check Total:	\$9,329.96
99171	Code Publishing, LLC	Codification Services	\$126.90
99172	Connetix Engineering, Inc.	Professional Services	\$1,344.00
99173	Corporate Billing, LLC	Operating/Maintenance Supplies - Vehicles	\$135.35
		Repair & Maintenance - Vehicles	\$527.04
		Check Total:	\$662.39
99174	dba: Gordan Thomas Honeywell Government Relations	Professional Services	\$2,500.00
99175	Dell Marketing L.P.	Small Tools & Minor Equipment	\$173.87
99176	Department of Ecology Cashiering Unit	Intergovernmental Loan Interest - EL170039	\$5,903.95
		Intergovernmental Loan Interest - EL190340	\$26,630.87
		Intergovernmental Loan Principal #EL190340	\$84,895.20
		Intergovernmental Loan Principal - EL170039	\$18,285.12
		Check Total:	\$135,715.14
99177	DeVries Business Records Management, Inc.	Professional Services	\$11.51
99178	EarthCam, Inc.	Alarm Monitoring	\$375.00
99179	Elwood Staffing Services, Inc.	Professional Services - Seasonal Help	\$11,470.99
99180	Enrique Prieto	DO NOT USE - Weapon Permit - DOL License	\$39.25
99181	Evergreen Rural Water of WA	Memberships- Registrations - Subscriptions	\$320.00
99182	FCS Group	Professional Services	\$4,642.50
99183	Federal Express Corporation	Postage	\$52.34
99184	Galls, Inc.	Operating/Maint. Supplies - General	\$301.91
		Uniforms & Clothing	\$33.61
		Check Total:	\$335.52
99185	Granite Construction Company	Service Repair/Maintenance Roadway	\$2,334.53
99186	Gray & Osborne, Inc.	Professional Services - New Police Building	\$3,005.28
99187	HLA Engineering and Land Surveying, Inc.	Jackson Street - Eng Services	\$6,057.24
		Jackson-Juniper - Eng Services	\$15,355.00
		Professional Services	\$16,607.95

		Check Total:	\$38,020.19
99188	Howard's Tire Factory Inc	Repair & Maintenance Vehicles	\$707.94
		Service Repair/Maintenance Vehicles	\$1,754.41
		Check Total:	\$2,462.35
99189	Ideal Lumber & Hardware, Inc.	Chemicals	\$9.40
		Graffiti Program Supplies	\$33.48
		Office & Operating Supplies	\$16.73
		Operating Maintenance Supplies - General	\$53.20
		Operating/Maint Supplies - General	\$65.74
		Operating/Maint. Supplies - General	\$328.52
		Operating/Maint. Supplies - Park Facilities	\$202.06
		Operating/Maintenance Supplies	\$13.71
		Operating/Maintenance Supplies - General	\$1,000.14
		Operating/Maintenance Supplies - Vehicles	\$85.17
		Service Repair/Maintenance Parks	\$127.56
		Service Repair/Maintenance Pool	\$17.62
		Small Tools & Minor Equipment	\$116.65
		Check Total:	\$2,069.98
99190	Inland Fire Protection, Inc.	Service Repair/Maintenance - Fire Dept Building	\$65.59
99191	Intermedia.net Inc.	Telephone	\$155.23
99192	Intermountain Cleaning Service, Inc.	Janitorial Services - Police Department	\$208.25
		Janitorial Services - Public Works	\$139.71
		Check Total:	\$347.96
99193	James Andrews	LEOFF Out Pocket Medical	\$3,000.00
99194	Johnson Controls Security Solutions LLC	Alarm Monitoring	\$673.91
99195	Lab Test	WWTP Testing Services	\$5,555.00
99196	Law Office of Gary M. Cuillier	Legal Services - City Attorney	\$2,257.50
99197	Lynden Precast LLC	Liners & Markers	\$1,713.63
99198	Mobile Modular	Police Station Rent	\$12,931.70
99199	Moon Security Service, Inc.	Alarm Monitoring	\$134.15
99200	Morton's Supply Inc.	Small Tools & Minor Equipment	\$1,031.88
99201	Municipal Emergency Services Inc.	Service Repair/Maintenance Equipment	\$1,728.00
		Small Tools & Minor Equipment	\$766.80
		Check Total:	\$2,494.80
99202	National Fire Protection Association	Memberships- Registrations - Subscriptions	\$225.00
99203	NP Information Systems	Operating/Maint. Supplies	\$576.45
		Telephone	\$406.85
		Check Total:	\$983.30
99204	Nutrien Ag Solutions, Inc.	Chemicals	\$588.60
99205	ODP Business Solutions, LLC	Office & Operating Supplies	\$77.31
		Operating/Maintenance Supplies - General	\$143.47
		Check Total:	\$220.78

99206	One Call Concepts, Inc.	Professional Services	\$204.26
99207	O'Reilly Auto Parts	Operating/Maintenance Supplies - Vehicles	\$91.75
99208	Pacific Office Automation	Rentals	\$488.08
99209	Pacific Power & Light Co.	Electricity - City Hall	\$37.83
		Electricity - Fire	\$37.83
		Electricity - Police	\$37.83
		Electricity - Recreation	\$37.82
		Electricity - Swimming Pool	\$75.64
		Check Total:	\$226.95
99210	Paul Deccio Installations	Service Repair/Maintenance - Vehicles	\$135.00
99211	Pepsi Cola Bottling Co.	Concession Supplies	\$316.20
99212	Pitney Bowes Inc.	Office & Operating Supplies	\$565.76
99213	Rathbun Iron Works, Inc.	Operating/Maintenance Supplies - Vehicles	\$2.59
		Service Repair/Maintenance Equipment	\$2.26
		Check Total:	\$4.85
99214	Rodda Paint Co.	Operating/Maintenance Supplies - General	\$1,592.01
99215	Schreiner Title Company	Sewer Sales Residential	\$11.77
		Solid Waste Services	\$3.17
		Water Sales Residential	\$6.09
		Check Total:	\$21.03
99216	Shirley Palomarez	Miscellaneous - Refunds	\$20.00
99217	Spectra Associates	Office & Operating Supplies	\$273.50
99218	Standard Paint & Flooring LLC	Operating/Maintenance Supplies - General	\$2,395.98
99219	SunWest Growers 509, LLC	Miscellaneous Fees & Charges	\$3,462.25
		Operating/Maint. Supplies - Park Facilities	\$276.98
		Check Total:	\$3,739.23
99220	Swan Vocational Enterprises	Recreation Program Supplies	\$43.20
99221	SymbolArts LLC	Uniforms	\$313.20
99222	Technology Unlimited Inc	Computer Equipment - Police	\$9,914.40
99223	The Bunker Tri-Cities LLC	Personal Protective Equipment	\$1,394.93
		Uniforms	\$182.91
		Uniforms & Clothing	\$147.56
		Check Total:	\$1,725.40
99224	The Janitor's Closet	Small Tools & Minor Equipment	\$82.59
99225	Tia Hickman	Small Tools & Minor Equipment	\$27.06
99226	True North Equipment	Operating/Maintenance Supplies - Vehicles	\$141.32
		Repair & Maintenance - Vehicles	\$6,210.10
		Check Total:	\$6,351.42
99227	Tyler Technologies Inc.	Finance Software	\$5,313.22
99228	U.S. Bank Corporate Payment Systems	Community Policing Supplies	\$2,877.18
		Concession Supplies	\$2,826.91
		Lifeguard Uniforms	\$361.00
		Memberships- Registrations - Subscriptions	\$1,257.90

		Miscellaneous Fees & Charges	(\$1,464.89)
		Office & Operating Supplies	\$860.22
		Operating/Maint. Supplies - General	\$113.68
		Operating/Maintenance Supplies - General	\$142.36
		Postage	\$9.85
		Professional Services	\$123.09
		Small Tools & Minor Equipment	\$198.71
		Travel	\$764.49
		Travel - Per Diem	\$2,551.91
		Wellness Program Supplies	\$120.49
		Check Total:	\$10,742.90
99229	Valley Title Guarantee Inc.	Professional Services	\$400.00
99230	Valley Wide Cooperative, Inc.	Leases	\$2,300.00
		Utilities paid with Lease	\$720.00
		Check Total:	\$3,020.00
99231	Verizon Wireless	Telephone	\$2,477.67
99232	VESTIS	Rentals	\$52.30
99233	Vision Municipal Solutions, LLC	Miscellaneous Fees & Charges	\$0.02
99234	WA ST Dept. of Transportation	Memberships- Registrations - Subscriptions	\$182.00
99235	Washington Law Enforcement Information and Records Association	Memberships- Registrations - Subscriptions	\$100.00
99236	Washington State Patrol	Pre-Employment Services	\$99.00
99237	Washington State Treasurer	Death Investigation Account	\$3.40
		DOL Tech Support	\$49.69
		Highway Safety Account	\$16.31
		Judicial Information Services	\$375.55
		School Zone Safety	\$10.42
		St Gen Fund 93 (WA Auto Theft)	\$112.43
		State General Fund 40	\$1,478.80
		State General Fund 50	\$824.92
		State General Fund 54	\$35.69
		State Patrol Highway Account	\$19.57
		Trauma Care	\$56.11
		Traumatic Brain Injury Account	\$54.20
		Check Total:	\$3,037.09
99238	Wells Fargo Vendor Fin Serv	Rentals	\$250.78
99239	Wex Bank	Fuel Consumed Vehicles	\$2,983.77
		Fuel Vehicles	\$5,685.31
		Fuel Vehicles - WWTP	\$3,130.25
		Check Total:	\$11,799.33
99240	Yakima County Treasurer	County Crime Victims	\$59.76
99241	Yakima Humane Society	Professional Services	\$220.00
99242	Yakima Lock and Safe, LLC	Operating/Maintenance Supplies - General	\$50.00
99243	Yakima Regional Clean Air Agency	Clean Air Authority Assessment	\$1,064.50
99244	Solid Waste Division	Dump Site Fees	\$76,006.82

EFTAP404	USDA RD DCFO Loan Payment (EFT)	USDA Loan Payment 25	\$11,852.00
EFTAP405	Invoice Cloud (EFT)	On-Line Utility Payment Charges	\$467.80
NR98726	NP Information Systems	Operating/Maint. Supplies	(\$576.45)
		Telephone	(\$406.85)
		Check Total:	(\$983.30)
NR98755	Zackary Williams	Travel	(\$379.00)
	Grand Total		\$436,060.74

Accounts Payable Checks 99155-99244, and EFTAP404-EFTAP405 and Voided Check's NR98726, NR98755

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

July 3, 2024

REQUEST FOR COUNCIL ACTION

Agenda Bill No.: 24-053

Meeting Date: July 8, 2024

Subject: City Manager Contract

Attachments: Proposed Resolution 2024-31; Employment Agreement

Presented by: Loren Belton, Mayor Pro Tem, Member of City Manager Contract Negotiation Team

Approved For Agenda By: Dan Ford, City Manager

Discussion:

During the June 10, 2024, Regular Meeting, Council approved unanimously to select a three-person council committee, to negotiate the compensation for Dan Ford while serving as the City Manager.

During the July 1, 2024, Study Session, Mayor Pro Tem Belton discussed with the City Council the agreed upon terms in the attached Employment Agreement.

Fiscal Impact: The proposed City Manager compensation has a higher monthly cost than the previous contract by \$250.25.

Recommendation: Approve Resolution 2024-31 setting the terms and compensation for the Employment Agreement with Dan Ford, City Manager; and authorizing the Mayor to sign the agreement on behalf of the City Council.

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

RESOLUTION 2024-31

**A RESOLUTION APPROVING
EMPLOYMENT AGREEMENT WITH
DANIEL FORD**

WHEREAS during the Regular Meeting on June 10, 2024, Council selected a three-person sub-committee to negotiate with Dan Ford as the new City Manager, and

WHEREAS during the Study Session on July 1, 2024, the Council discussed the terms of compensation for Mr. Ford to serve as the City Manager, and

WHEREAS the parties have agreed to the Agreement,

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

The Employment Agreement Between the City of Toppenish and Daniel Ford is approved, and the Mayor is authorized 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 during its regular meeting held on July 8, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF TOPPENISH
AND
DANIEL FORD**

THIS AGREEMENT, made and entered into this 8th day of July, 2024, by and between the City of Toppenish of the State of Washington, a municipal corporation, (hereinafter called “Employer”) and Daniel Ford, (hereinafter called “Employee”).

Section 1: Term

This agreement shall commence on July 8, 2024, and shall continue for a period of not less than three (3) years, or until terminated as provided by law, or by the provisions of this Agreement, provided, however, this Agreement shall automatically renew annually as of the third anniversary, unless otherwise terminated, or amended, as provided by law or the provisions of this Agreement.

Section 2: Duties and Authority

- A. Employer agrees to employ Daniel Ford as City Manager to perform the functions and duties specified in Chapter 2.10 of the Toppenish Municipal Code and Title 35A of the Revised Code of Washington and to perform other legally permissible and proper duties and functions without interference.
- B. Employee is the chief executive officer of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer’s ordinances and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules, and ordinances as they exist or may hereafter be amended.
- C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the governing body and the ordinances of the Employer.
- D. It shall also be the duty of the Employee to direct, assign, reassign and evaluate all of the employees of the Employer consistent with policies, ordinances, state and federal law.
- E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures that the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.
- F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee’s resignation which must be accepted by the governing body.
- G. The Employee shall perform the duties of the city manager of the Employer with reasonable care, diligence, skill and expertise.

- H. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.
- I. The Employee cannot be reassigned from the position of city manager to another position without the Employee's express written consent.
- J. The Employee or designee shall attend, and shall be permitted to attend, all meetings of the governing body.
- K. The governing body, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.

Section 3: Compensation

- A. Base Salary: Employer agrees to pay Employee the same base rate as the Interim City Manager position to assume the permanent City Manager position, to be paid in accordance with the procedures for other employees of the City. The Employer agrees to reevaluate the performance of the Employee on or before January 8, 2025, for consideration of a pay increase commensurate of the permanent position.
- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.
- C. The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement in addition to providing a fixed annual increase in the Employee's salary based on an agreed upon economic indicator, such as the Consumer Price Index when provided to all department directors.
- D. The Employer agrees to pay Employee longevity at the same rate he is currently receiving

Section 4: Health, Disability and Life Insurance Benefits

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, life and comprehensive medical insurance for the Employee and his/her dependents, at a minimum, equal to that which is provided to all other employees of the City of Toppenish. In the event no such plan exists, Employer agrees to provide coverage for the Employee and dependents in a manner mutually agreed upon by Employer and Employee.

Section 5: Vacation, Sick, and Military Leave

- A. Upon commencing employment, the Employee shall be credited with 40 accrued sick leave hours and 40 accrued vacation leave hours. In addition, beginning the first day of employment, Employee shall accrue sick leave and vacation leave on an annual basis, at the same rate he is currently accruing.
- B. The Employee shall be entitled to military reserve leave time pursuant to state law and the City of Toppenish policy.

- C. The Employee shall annually be credited with five (5) days of executive leave.
- D. The Employee, at his option, may sell back to the City up to 80 hours of unused vacation annually.

Section 6: Automobile

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided the sum of \$6,000.00 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The monthly allowance shall be increased annually by \$25.00. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 7: Retirement

The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf. In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute and keep in force all necessary agreements provided by ICMA Retirement Corporation (ICMA-RC) or any other Section 457 deferred compensation plan for Employee's (continued) participation in said supplementary retirement plan. In addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to three percent (3%) of Employee's base salary permissible under Federal and state law into the designated plan on the Employee's behalf, in equal proportionate amount each pay period. The Employer and Employee shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

Section 8: General Business Expenses

- A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/ County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer
- B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA, AWC and WCMA Annual Conferences, AWC Legislative Conferences and such other regional, state, and local governmental groups and committees in which Employee serves as a member.
- C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

- D. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/ or dues to enable the Employee to become an active member in local civic clubs or organizations.
- F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer, software, mobile phone/personal digital assistant and/or tablet computer for business and personal use, required for the Employee to perform their duties and maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of employment, the Employee shall return all equipment described herein.

Section 9: Termination

- A. For the purpose of this agreement, termination shall occur when:
 - 1. The majority of the governing body votes to terminate the Employee in accordance with Chapter 2.10 of the Toppenish Municipal Code and Title 35A of the Revised Code of Washington at a properly posted and duly authorized public meeting.
 - 2. If the Employer, citizens or legislature acts to amend any provisions of the code pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
 - 3. If the Employer reduces the base salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
 - 4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resigns, then the Employee may declare a termination as of the date of the suggestion.
 - 5. Breach of contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

- A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to six (6) month's salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing monthly basis, at the Employee's option.
- B. The Employee shall also be compensated for all sick leave and vacation leave.
- C. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.
- D. If the Employee is terminated because of a felony conviction, then the Employer is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Employee voluntarily resigns his/ her position with the Employer, the Employee shall provide a minimum of 30 days notice unless Employer and Employee agree otherwise.

Section 12: Performance Evaluation

- A. With the exception of Section 3, A, Employer shall annually review the performance of the Employee in July subject to a process, form, criteria, and format for the evaluation, which shall be mutually agreed upon by the Employer, and Employee.

The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.

- B. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times, be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.
- C. In the event the Employer deems the evaluation instrument, format and/or procedure is to be modified by the Employer and such modifications would require new or different

performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end, Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his or her assigned duties and responsibilities.

Section 14: Ethical Commitments

Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor conflict of interest with his or her responsibilities under this Agreement.

Section 16: City Residency Requirement

Pursuant to Chapter 2.10 of the Toppenish Municipal Code and Title 35A of the Revised Code of Washington, the City Council waives the residency requirement.

Section 17: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any obligation to pay money or perform or not perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrate or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as city manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request, and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer

shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court cost and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19: Other Terms and Conditions of Employment

- A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Toppenish local ordinances or any other law.

- B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by, or offered to other department heads of the Employer as provided in the Code, Personnel Rules and Regulations or by practice.

Section 20: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

Employer:	Employee:
City of Toppenish	Daniel Ford
21 West First Ave.	233 West Entiat Ave.
Toppenish, WA 98948	Kennewick, WA 99336

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21: General Provisions

- A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

- B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

- C. **Effective Date.** This Agreement shall become effective on July 8, 2024.

- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and affect as if both Employer and Employee have executed them subsequent to the expungement or judicial modification of the invalid provision.

- E. **Precedence.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council’s policies, or Employer’s ordinance or Employer’s rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council’s policies, or Employer’s ordinances, or Employer’s rules and regulations or any such permissive law during the term of this Agreement.

Executed this the 8th day of July, 2024.

City of Toppenish, Employer

Daniel Ford, Employee

Elpidia Saavedra, Mayor

Daniel Ford, Employee

STATE OF WASHINGTON)
)
COUNTY OF YAKIMA)

OATH OF OFFICE

I, **Daniel Ford**, do solemnly swear that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and will to the best of my judgment, skill and ability, truly, faithfully, diligently and impartially perform the duties of the office of **City Manager** in and for the City of Toppenish in Yakima County, Washington, as such duties are prescribed by law, so help me God.

Daniel Ford, City Manager

Subscribed and sworn to before me this 8th day of July, 2024.

Heidi Riojas, CMC, City Clerk

REQUEST FOR COUNCIL ACTION

Agenda Bill No.: 24-054

Meeting Date: July 8, 2024

Subject: Intermountain Cleaning Service Agreement

Attachments: Proposed Resolution 2024-32, Intermountain Cleaning Service Agreement

Presented by: Dan Ford, City Manager

Approved For Agenda By: Dan Ford, City Manager

Discussion:

The City has utilized the janitorial services of Intermountain Cleaning Service, Inc. since May 22, 2023, to address the need for efficient and reliable cleaning services within our city. The city recognizes the importance of maintaining a clean and hygienic environment for the well-being of residents, businesses, and visitors. The proposed agreement is a continuation of the janitorial services consisting of cleaning three times per week for City Hall, the Temporary Police Building, the Public Works Building, and one time per week for the gym located at the Old Police Station.

Annual costs would be approximately \$61,800.00 for the four locations. Services were foreseen and budgeted for.

Fiscal Impact: \$61,800.00

Recommendation: Approve Resolution 2024-32, authorizing the City Manager to sign the Janitorial Services Contract with Intermountain Cleaning Service, Inc.

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

RESOLUTION 2024-32

**A RESOLUTION APPROVING JANITORIAL SERVICES CONTRACT
WITH INTERMOUNTAIN CLEANING SERVICE, INC.**

WHEREAS the City of Toppenish recognizes maintaining a clean and sanitary environment is crucial for the well-being, health and overall quality of life of our city's residents, employees and visitors, and

WHEREAS the provision of professional cleaning services can ensure the cleanliness, hygiene and aesthetics of public spaces, facilities and infrastructure, and

WHEREAS the city does not have staff to provide the cleaning and janitorial services each location requires to maintain cleanliness, and

WHEREAS Intermountain Cleaning Service, Inc. is a professional cleaning services with staff and expertise to provide the necessary tools, products and time required to meet the city's cleaning needs,

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

The Intermountain Cleaning Service, Inc. Agreement is approved, and the City Manager is authorized and directed 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 July 8, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

INTERMOUNTAIN CLEANING SERVICE AGREEMENT

For

City of Toppenish
21 West 1st Ave.
Toppenish, WA 98948

This agreement shall commence _____ between City of Toppenish, hereafter known as *client*, and Intermountain Cleaning Service, Inc. hereafter known as *ICS*.

Term: The term of the Contract to be awarded under this bid is for three (3) years, which will be from July 21st, 2024, thru July 23, 2027. ICS shall comply with Revised Code of Washington section 39.12, providing for payment of prevailing wages. Which includes filing proper intents and affidavits.

SCOPE OF WORK: ICS agrees to provide all services per attachment C, service schedule, to bid dated April 10, 2023. Any services not listed on the service schedule will be considered out of the agreed upon scope of work and will be charged as an additional service if requested.

CANCELLATION OF AGREEMENT: This agreement is subject to cancellation by either party upon thirty (30) days written notice. In the event client gives less than Thirty (30) days' notice, then client shall be responsible for payment in full for the entire thirty-day (30) period.

SEVERABILITY: To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

SUPPLIES: Client chooses to monitor, purchase, and order its supplies ____, or to have ICS monitor, purchase, and order its supplies _____. Any request for ICS to perform these services will be at an additional charge. Client understands it is responsible for providing large trash bags for the gathering of trash in their facility.

ACCESS: Client agrees to provide ICS adequate access (time), three (3) sets of keys, three sets of necessary dispenser keys, and any applicable security code to the facility being cleaned, to perform its cleaning services when scheduled.

CHANGES TO SCOPE OF WORK: Changes in scope of work or to the service schedule must be agreed upon by both parties in writing thirty (30) days prior to change.

MONTHLY BILLING: Client agrees to compensate ICS at the rate of \$5,155.00 per month. The monthly fee is a fixed rate based on the average of all holidays and shall not vary in amount from month to month.

BILLING PERIOD: Invoices are sent on the 5th of the month for janitorial amounts exceeding \$1000.00. Janitorial invoices under \$1000.00 will be sent out on the 15th of the month. Please note that the month on the invoice is the month of service.

HOLIDAYS OBSERVED: ICS will be closed Memorial Day, Independence Day, Labor Day, Thanksgiving and the Friday after Thanksgiving, Christmas Eve, Christmas, New Years Eve & New Years Day. If a holiday falls on a Friday or a Monday, as Memorial Day does, then ICS will be closed the entire weekend of the holiday. Any services performed on those days must be scheduled 30 days in advance and will be billed as an additional charge.

DAYS AND HOURS OF SERVICE: Service shall be provided three (3) days per week except for the Old Police Station Gym- one (1) day per week, per attachment C (service schedule), to bid dated April 10, 2023. Pricing is based on nighttime, weekday service (Monday thru Friday). Any weekend or daytime service will be billed at a slightly higher rate.

ADDITIONAL SERVICES: Services not included in the monthly fee will be completed upon request only and shall be billed as an additional charge. These requested services are to accompany a purchase order or written request for all services over \$500.00.

CLEANING GUIDELINES ARE AS FOLLOWS:

- In order to remove cardboard boxes, they must be broken down and marked "TRASH". They should either be placed directly in a trash can or placed in an agreed upon collection area.
- Spots on walls are considered a few fingerprints, smudges or marks. Walls that require an actual wipe down may require an additional charge. Some walls may require painting and ICS does not provide this service.
- Artificial/silk plants are not considered horizontal or vertical surfaces. They are not included in the scope of work but can be cleaned for an additional charge.
- Proper and appropriate cleaning techniques and products are to be used at ALL times.
- Spot clean carpets as needed. (Spots are generally considered 4 inches in diameter or smaller. Large spots/stains, multiple spots and upholstery that require equipment to be used may have an additional cost. If large spots are noticed, contact an ICS manager immediately for direction of clean up.)

NON-COMPETITIVE STAFFING: Client agrees to not hire, approach, moonlight or request independent service from ICS employees during this contract and/or for a one-year period following this contract. If ICS employees are hire by client within the Non-competitive staffing calendar restrictions, client agrees to compensate ICS 15% of all wages paid from client during such time.

PAYMENT TERMS: All payment for services is due NET 30 from the date of the invoice. A delinquency charge shall be charged on all accounts with a balance of more than thirty (30) days past due at the rate of 1.5 percent per month or the highest legal rate applicable, which ever is less, with a minimum charge of \$10.00. Client agrees to pay all costs in connection with the recovery or collection of monies due, including reasonable attorney's fees. In the event suit is commenced, venue of said suit shall, at the option of Intermountain Cleaning Service, Inc., be in Yakima County, WA.

PAYMENT BY DEBIT OR CREDIT CARD: Any payments made with a debit or credit card will incur a 3% charge that will be added on to the service being paid for.

DISCOUNT FOR EARLY PAYMENT: If payment is received (early) by the 25th for the current month of service, ICS offers a 2% discount for that month of service.

OPTIONAL DIRECT DEPOSIT: ICS can provide client with information to pay ICS by direct deposit. This may be necessary for client to achieve the early payment discount.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CLIENT: City of Toppenish

BY: _____

TITLE: _____

DATE: _____

ICS: Intermountain Cleaning Service, Inc.

BY: Samantha Albert

TITLE: Account Manager

DATE: 07/01/24

Attachments "B"
Areas Covered

City of Toppenish
21 West 1st Ave.
Toppenish, WA 98948

Areas covered in this bid:

City of Toppenish Facilities- City Hall, Public Works, New Police Station, & Old Police Station Gym:

1. Lobby & Common Areas
2. Offices, and Cubicles
3. Break Rooms
4. Rest Rooms

COT- City Hall

Service Schedule

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	January	February	March	April	May	June	July	August	September	October	November	December	As Needed	Extra Charge*
Break room, coffee stations -																					
Sweep and mop floors		X		X		X															
Vacuum carpets and mats		X		X		X															
Empty and clean waste receptacles		X		X		X															
Clean and polish sinks and counters		X		X		X															
Refill dispensers to normal levels		X		X		X															
Clean tables and chairs - remove random trash		X		X		X															X
Clean inside of refrigerator																					X
Clean inside of microwave																					
Dust 6' and below		X		X		X															
Spot clean vertical surfaces 6' and below		X		X		X															
High dust 6' and above - to include vents								X	X	X	X	X	X	X	X	X	X	X	X		
Floors, windows, carpets and extras																					
*Machine polish hallway and kitchen floors																				X	X
*Wax & machine polish floor																				X	X
*Strip & machine polish floors																				X	X
*Spot clean carpets																				X	X
*Clean all carpets - truck mount extraction																				X	X
*Upholstery clean chairs																				X	X
*Wash exterior windows in/out																				X	X
*High pressure clean ceramic tile																				X	X
*Snow plow parking lots																				X	X
*Pressure wash exterior of building																				X	X
* These items are not part of the current contract but may be added for an additional charge.																					
* Any cleaning of biohazards (blood, feces, mold, etc.) is considered out of scope of the contract and will require to be an additional hourly charge.																					

COT- Public Works

Service Schedule

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	January	February	March	April	May	June	July	August	September	October	November	December	As Needed	Extra Charge*
Break room, coffee stations -																					
Sweep and mop floors		X		X		X															
Vacuum carpets and mats		X		X		X															
Empty and clean waste receptacles		X		X		X															
Clean and polish sinks and counters		X		X		X															
Refill dispensers to normal levels		X		X		X															
Clean tables and chairs - remove random trash		X		X		X															
Stack news papers and magazines		X		X		X															
Clean inside of refrigerator																					X
Clean inside of microwave																					X
Dust 6' and below		X		X		X															
Spot clean vertical surfaces 6' and below		X		X		X															
High dust 6' and above - to include vents								X	X	X	X	X	X	X	X	X	X	X	X		
Floors, windows, carpets and extras																					
*Machine polish hallway and kitchen floors																				X	X
*Wax & machine polish floor																				X	X
*Strip & machine polish floors																				X	X
*Spot clean carpets																				X	X
*Clean all carpets - truck mount extraction																				X	X
*Upholstery clean chairs																				X	X
*Wash exterior windows in/out																				X	X
*High pressure clean ceramic tile																				X	X
*Snow plow parking lots																				X	X
*Pressure wash exterior of building																				X	X

* These items are not part of the current contract but may be added for an additional charge.

* Any cleaning of biohazards (blood, feces, mold, etc.) is considered out of scope of the contract and will require to be an additional hourly charge.

COT- Police Station (516 W. 2nd Ave)

Service Schedule

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	January	February	March	April	May	June	July	August	September	October	November	December	As Needed	Extra Charge*
Break room, coffee stations -																					
Sweep and mop floors	X		X		X																
Vacuum carpets and mats	X		X		X																
Empty and clean waste receptacles	X		X		X																
Clean and polish sinks and counters	X		X		X																
Refill dispensers to normal levels	X		X		X																
Clean tables and chairs - remove random trash	X		X		X																
Stack news papers and magazines	X		X		X																
Clean inside of refrigerator																					X
Clean inside of microwave																					X
Dust 6' and below	X		X		X																
Spot clean vertical surfaces 6' and below	X		X		X																
High dust 6' and above - to include vents								X	X	X	X	X	X	X	X	X	X	X	X		
Floors, windows, carpets and extras																					
*Machine polish hallway and kitchen floors																				X	X
*Wax & machine polish floor																				X	X
*Strip & machine polish floors																				X	X
*Spot clean carpets																				X	X
*Clean all carpets - truck mount extraction																				X	X
*Upholstery clean chairs																				X	X
*Wash exterior windows in/out																				X	X
*High pressure clean ceramic tile																				X	X
*Snow plow parking lots																				X	X
*Pressure wash exterior of building																				X	X

* These items are not part of the current contract but may be added for an additional charge.

* Any cleaning of biohazards (blood, feces, mold, etc.) is considered out of scope of the contract and will require to be an additional hourly charge.

Old Police Station Gym (1 W 1st Ave.)

Service Schedule

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	January	February	March	April	May	June	July	August	September	October	November	December	As Needed	Extra Charge*
Fresh Market Hallway(Main Entryway)						X															
Sweep and mop floors						X															
Vacuum carpets and mats						X															
Dust 6' and below						X															
High dust 6' and above - to include vents								X	X	X	X	X	X	X	X	X	X	X	X		
Floors, windows, carpets and extras																					
*Machine polish hallway and kitchen floors																				X	X
*Wax & machine polish floor																				X	X
*Strip & machine polish floors																				X	X
*Spot clean carpets																				X	X
*Clean all carpets - truck mount extraction																				X	X
*Upholstery clean chairs																				X	X
*Wash exterior windows in/out																				X	X
*High pressure clean ceramic tile																				X	X
*Snow plow parking lots																				X	X
*Pressure wash exterior of building																				X	X
* These items are not part of the current contract but may be added for an additional charge.																					
* Any cleaning of biohazards (blood, feces, mold, etc.) is considered out of scope of the contract and will require to be an additional hourly charge.																					

**Attachment "D"
Pricing Analysis**

City of Toppenish
21 West 1st Ave.
Toppenish, WA 98948

All services performed, per attached service schedule, plus on the job supervision and management is as follows:

<u>ITEM</u>	<u>Prices</u>
<u>Janitorial three (3) days per week;</u>	<u>MONTHLY BILLING</u>
City Hall;	\$1,715.00 per month
Public Works;	\$1,510.00 per month
New Police Station (516 W. 2nd Ave);	\$1,495.00 per month
<u>Janitorial one (1) day per week;</u>	
Old PS Gym (1 W 1st Ave.);	+ \$435.00 per month
	= \$5,155.00 per month

Additional Cleaning Services;

PRICE PER SERVICE

All carpets for Public Works;	\$945.00 per service
All windows in/out for Public Works;	\$290.00 per service
All carpets for City Hall;	\$655.00 per service
All windows in/out for City Hall;	\$350.00 per service
All carpets for Police Station (516 W. 2nd Ave);	\$998.00 per service
Biohazard/ Emergency Cleaning Request;	\$135.00 per hour

Any cleaning of biohazards (blood, feces, mold, etc.) is considered out of scope of the contract and will require to be an additional hourly charge.

Intermountain Cleaning Service, Inc. will provide all cleaning equipment and supplies. However, expendable items such as handsoap, toilet paper, paper liners, paper towels, etc., to be provided by customer or may be provided by ICS at an additional cost. Customer is responsible for providing large trash bags for packaging gathered trash in their facility.