CITY OF TOPPENISH

City Council Regular Meeting Agenda

April 14, 2025 at 7:00 PM

21 West 1st Avenue, Toppenish, WA 98948

Televised Live and Streamed at the link below:

https://reflect-midvalley.cablecast.tv/CablecastPublicSite/?channel=2

1. **Regular Session Call to Order**

   Pledge of Allegiance, Roll Call, and 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. RCW 42.17A.555 prohibits government agencies from allowing the use of public facilities, directly or indirectly, for campaign purposes. 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 March 24, 2025, Regular Meeting

   b. Approve Minutes of the April 7, 2025, Study Session

   c. Approve Payroll Checks Numbers 36951 through 36954, Electronic Transfers EFTPR3475 through EFTPR3478 and Bank Drafts DFT51 through DFT55 in the total amount of $225,203.92

   d. Approve Claims Checks Numbers 100470 through 100540, Bank Drafts DFT46, and DFT50 in the total amount of $712,227.71 and void check NR100471

5. **Public Hearings**

   a. AB 25-20: Public Hearing 1999 HME Ladder Truck Surplus

6. **New Business**

   a. AB 25-021: [Proposed] Resolution 2025-16, Authorize the City Manager to pay off DOE Loan 150107

   b. AB 25-022: [Proposed] Resolution 2025-17, Approve Temporary Police Building Lease Extension for 6-months

   c. AB 25-023: [Proposed] Resolution 2025-18, Approve Teamsters Supervisors Collective Bargaining Agreement

d. AB 25-024: [Proposed] Resolution 2025-19, Approval of FBI Task Force Memorandum of Understanding

e. AB 25-025: [Proposed] Resolution 2025-20, Approval of City of Yakima Lethality Assessment Program Memorandum of Understanding

f. AB 25-026: [Proposed] Resolution 2025-21, Approval of Yakima Valley Emergency Management Interlocal Agreement

g. AB 25-027: [Proposed] Resolution 2025-22 Approval of Amendment No. 1 to Task Order 2024-02 for Jackson Juniper Watermain Project

h. AB 25-028: [Proposed] Resolution 2025-23 Approval of Wastewater Treatment Plant Indirect Biosolids Dryer System - Equipment Only Contract Bond

i. AB 25-029: Approve and Authorize Refuse Can Replacement Purchase

7. Council Meeting Reports and Community Announcements

8. Adjournment

Next Regular Council Meeting Will Be Held on April 28, 2025

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
March 24, 2025

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

ROLL CALL

Attendees: Mayor Elpidia Saavedra, Mayor Pro Tem Loren Belton and Councilmembers Naila Prieto Duval, George Garcia, Josh Garza, and Cristian Sanchez

Staff: City Manager Dan Ford, City Attorney Daniel B. Heid, Public Safety Director Joseph Mehline, Budget and Finance Director Adam Vaughn, Community Economic Development Director Andrew Hattori, IT Services Manager Van Donley, City Clerk Heidi Riojas, and Communications Manager Sean Davido

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

APPROVE AGENDA

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to approve the March 24, 2025, Agenda. Motion carried unanimously.

PROCLAMATION

Honoring Top-Hi Wildcats Girls Wrestling Team, Five Boy Wrestlers, Team Coaches, and Volunteer Coaches for Winning the 2025 State Girls Wrestling Team Championship Title, the Five Boy Wrestlers Winning Individual Championship Titles, and the Four Girl Wrestlers Winning Individual Championship Titles

Mayor Saavedra recited a Proclamation in recognition for the outstanding athletic achievements of the wrestlers and coaches, the Mayor proclaimed March 24, 2025, through March 28, 2025, as Top-Hi Wildcats Girls & Boys Wrestling Week and encouraged the Toppenish community to congratulate the young men, young women, team coaches, and volunteer coaches for their successes and bringing these honors home.

PRESENTATION

Chris Wickenhagen, Executive Director of the Yakima Valley Conference of Governments (YVCOG) presented the Council with the 2024 Annual Report. Director Wickenhagen noted the programs of benefit to the City of Toppenish, the program goals, policies and opportunities to improve the quality of life for the residents by increasing the housing supply and reducing crime with the Regional Crime Center.

PUBLIC COMMENT

The City Council received no comments from the public during the meeting.

CONSENT AGENDA

Councilmember Garza moved, seconded by Councilmember Garcia to approve Consent Agenda items a through c:

a. Approve Minutes of the March 10, 2025, Regular Meeting
b. Approve Claims Checks Numbers 100419 through 100468 and Bank Draft DFT43 through DFT45 in the total amount of $159,681.18 dated March 24, 2025, and void check 100437
c. Approve Payroll Check Numbers 36943 through 36950, and Electronic Transfers EFTPR3464 through EFTPR3474 in the total amount of $287,615.85 dated March 21, 2025

Motion carried unanimously.

NEW BUSINESS

Resolution 2025-13: A Resolution of the City of Toppenish, Washington, Approving and Authorizing Execution of an Agreement with Rio Foltz, PLLC, for Hearing Examiner Services.

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to approve Resolution 2025-13. Motion carried unanimously.

Resolution 2025-14: A Resolution Adopting a Public Participation Plan for Updating the Comprehensive Plan for the City of Toppenish, Washington.

Mayor Pro Tem Belton moved, seconded by Councilmember Prieto Duval to approve Resolution 2025-14. Motion carried unanimously.

Resolution 2025-15: A Resolution Approving and Authorizing the Collective Bargaining Agreement Between the City of Toppenish and Teamsters Local Union No. 760 (Administrative Services, Development Services, and Public Works Employees) for the Period January 1, 2025 through December 31, 2027.

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to approve Resolution 2025-15. Motion carried unanimously.

COUNCIL MEETING REPORTS/COMMUNITY ANNOUNCEMENTS

The City Councilmembers provided reports of their activities since the last meeting and community announcements.

ADJOURNMENT

There being no further business to come before the Council, the meeting adjourned at 8:20 p.m.

____
ELPIDIA SAAVEDRA, MAYOR

____
HEIDI RIOJAS, CMC, CITY CLERK

TOPPENISH CITY COUNCIL
Study Session Minutes
April 7, 2025

CALL TO ORDER

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

ROLL CALL

Attendees:	Mayor Elpidia Saavedra and Councilmembers Naila Prieto Duval, George Garcia, and Josh Garza
Absent:	Mayor Pro Tem Loren Belton and Councilmember Cristian Sanchez
Staff:	City Manager Dan Ford (CM Ford), City Attorney Daniel Heid, Budget and Finance Director Adam Vaughn, (FD Vaughn), Public Safety Director Joseph Mehline, Community and Economic Development Director Andrew Hattori (CED Hattori), Information Technology Services Manager Van Donley, and City Clerk Heidi Riojas

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

Councilmember Garcia moved, seconded by Councilmember Garza to excuse Mayor Pro Tem Belton and Councilmember Sanchez from the April 7, 2025, Study

APPROVE AGENDA

Councilmember Garcia moved, seconded by Councilmember Garza to approve the April 7, 2025, Agenda. Motion carried unanimously**.**

PUBLIC COMMENT

The City Council received no comments from the public during the meeting.

PUBLIC COMMENTS UPDATE

CM Ford updated Council on the public comments received in March 2025, regarding community safety and pool concerns.

DISCUSSION

Presentation by Budget and Finance Director Vaughn on Taxes and Metropolitan Park District.

FD Vaughn presented the Council with an update on the City's current budget, highlighting a deficit of $345,398. He explained that as a result of the 2024 election in which the City's ballot measure failed, the 2025 Budget does not allocate funding for the recreation and aquatics programs and only supports limited maintenance of park service. FD Vaughn provided comparative data on property and sales tax rates between Toppenish and neighboring communities.

Update on Amendment to TMC 17.26 Design Review District.

CED Hattori presented Council with an overview of the Design District Map, along with the construction and site design standards for the area. He explained that the Planning Commission has been exploring ways to help property owners address the challenges of updating aging structures, which are often prohibitively expensive to bring into compliance with the requirements of Toppenish Municipal Code Chapter 17.26. The Planning Commission is considering options to either reduce the boundaries of the Design District or repeal it altogether, offering property owners greater flexibility in remodeling and designing their buildings. CED Hattori also outlined plans for community outreach, including open house meetings to give business owners and residents an opportunity to share their feedback on the proposed changes.

Presentation by Rob Roscoe, Deputy Director with Washington Cities Insurance Authority for training.

Deputy Director Roscoe with Washington Cities Insurance Authority conducted a training session for the Council on strategies to avoid liability exposure for the City.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:01 p.m.

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ELPIDIA SAAVEDRA, MAYOR

____
HEIDI RIOJAS, CMC, CITY CLERK

City of Toppenish, WA

By Check Number
Date Range: 3/16-3/31, 2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Payment Amount	Number
Bank Code: AP - Payroll vendors-AP - Payroll vendors					
0449	Payroll	04/07/2025	Regular	$ 364.14	36951
12620	Toppenish Police Officer Association	04/07/2025	Regular	$ 882.00	36952
12641	Treasurer IAFF #2328	04/07/2025	Regular	$ 407.50	36953
12688	United Way Of Yakima Co.	04/07/2025	Regular	$ 3.00	36954
12832	Washington St Support Registry (EFT)	04/07/2025	Bank Draft	$ 150.00	DFT0000051
11571	MissionSquare	04/07/2025	Bank Draft	$ 6,353.04	DFT0000052
11641	Nationwide Retirement Solutions (EFT)	04/07/2025	Bank Draft	$ 1,912.64	DFT0000053
10651	Dept of Retirement Systems (EFT)	04/07/2025	Bank Draft	$ 26,730.74	DFT0000054
11159	Internal Revenue Service (EFT)	04/07/2025	Bank Draft	$ 41,992.05	DFT0000055
Payroll Set 01	ACH Payroll 3/16-3/31, 2025	04/07/2025	Bank Draft	$ 131,971.71	Payroll 3/16-3/31
0401 & 0409	Payroll Leave Payout	04/07/2025	Bank Draft	$ 9,798.87	Leave payout
10756	Employment Security Dept. - LTC (EFT)	3/28/2025	Bank Draft	$ 77.59	EFTPR3475
10757	Employment Security Dept. - PFML (EFT)	3/28/2025	Bank Draft	$ 123.08	EFTPR3476
11159	Internal Revenue Service (EFT)	3/28/2025	Bank Draft	$ 4,422.28	EFTPR3477
				$ 15.28	EFTPR3478
			Total	**$ 225,203.92**	

Bank Code AP - Payroll vendors Summary

Payment Type	**Payable Count**	**Payment Count**
Regular Checks	4	4
Manual Checks	0	0
Voided Checks	0	0
Bank Drafts	10	10
EFT's	0	0
	14	**14**

Payroll Checks 36951-36954, Electronic Transfers EFTPR3475-EFTPR3478 & Bank Drafts DFT0000051-DFT0000055

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.

April 10, 2025

Adam Vaughn, Finance Director

Date

Check Report

City of Toppenish, WA

By Check Number

Date Range: 04/01/2025 - 04/30/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Claims-AP Claims						
13118	Albert Montelongo Jr.	04/11/2025	Regular	0.00	371.00	100470
12728	Vanderhoof, Zachary	04/03/2025	Regular	0.00	296.00	100471
12728	Vanderhoof, Zachary	04/04/2025	Regular	0.00	-296.00	100471
	Void	04/04/2025	Regular	0.00	0.00	100472
10396	Castaneda, Ryan	04/04/2025	Regular	0.00	383.00	100473
12645	Trevor Pottle	04/04/2025	Regular	0.00	296.00	100474
12728	Vanderhoof, Zachary	04/04/2025	Regular	0.00	296.00	100475
10052	Aerzen USA Corporation	04/14/2025	Regular	0.00	65,652.50	100476
10067	Alba Enterprises	04/14/2025	Regular	0.00	420.00	100477
10080	All-Phase Electric, Inc.	04/14/2025	Regular	0.00	2,050.72	100478
10099	Amazon Capital Services	04/14/2025	Regular	0.00	2,027.18	100479
10120	Anatek Labs, Inc.	04/14/2025	Regular	0.00	445.00	100480
13114	Ascent Foundation & More, LLC	04/14/2025	Regular	0.00	295,489.00	100481
10295	Brandon Tobia	04/14/2025	Regular	0.00	42.00	100482
10383	Cascade Columbia Distribution	04/14/2025	Regular	0.00	4,172.04	100483
10390	Cascade Natural Gas Corp.	04/14/2025	Regular	0.00	3,946.81	100484
313081835	CenturyLink	04/14/2025	Regular	0.00	974.91	100485
13104	CenturyLink - Lumen	04/14/2025	Regular	0.00	2,586.84	100486
10445	Charter Communications	04/14/2025	Regular	0.00	1,482.25	100487
10456	Cintas Corporation #605	04/14/2025	Regular	0.00	532.99	100488
10467	City of Sunnyside - Finance Dept.	04/14/2025	Regular	0.00	7,475.01	100489
10468	City of Toppenish	04/14/2025	Regular	0.00	2,754.00	100490
13100	CKJT Architects, pllc	04/14/2025	Regular	0.00	51,469.00	100491
10526	Connetix Engineering, Inc.	04/14/2025	Regular	0.00	4,821.50	100492
10641	Dell Marketing L.P.	04/14/2025	Regular	0.00	2,786.20	100493
10648	Department of Licensing	04/14/2025	Regular	0.00	72.00	100494
10654	Dept. Of Transportation	04/14/2025	Regular	0.00	148.53	100495
10663	DeVries Business Records Management, Inc.	04/14/2025	Regular	0.00	49.72	100496
10624	Gordon Thomas Honeywell Government Relatic	04/14/2025	Regular	0.00	3,000.00	100497
11007	Gray & Osborne, Inc.	04/14/2025	Regular	0.00	881.72	100498
11039	H.D. Fowler Co., Inc.	04/14/2025	Regular	0.00	167.00	100499
11087	HLA Engineering and Land Surveying, Inc.	04/14/2025	Regular	0.00	93,960.48	100500
11108	Howard's Tire Factory Inc	04/14/2025	Regular	0.00	543.70	100501
11116	HSI Emergency Care Solutions, Inc	04/14/2025	Regular	0.00	210.00	100502
11135	Ideal Lumber & Hardware, Inc.	04/14/2025	Regular	0.00	1,740.27	100503
11156	Intermedia.net Inc.	04/14/2025	Regular	0.00	145.20	100504
11206	James Andrews	04/14/2025	Regular	0.00	3,000.00	100505
11254	Josh Groves	04/14/2025	Regular	0.00	40.00	100506
11336	Lab Test	04/14/2025	Regular	0.00	350.00	100507
11586	Moon Security Service, Inc.	04/14/2025	Regular	0.00	81.38	100508
13116	Mowery Tactical Concepts	04/14/2025	Regular	0.00	875.00	100509
11629	N-able Technologies LTD	04/14/2025	Regular	0.00	105.33	100510
11644	Natural Selection Farms, Inc.	04/14/2025	Regular	0.00	42,266.53	100511
11660	North Central Laboratories	04/14/2025	Regular	0.00	106.83	100512
11664	Northern Safety Co., Inc.	04/14/2025	Regular	0.00	132.84	100513
11695	Nutrien Ag Solutions, Inc.	04/14/2025	Regular	0.00	4,510.07	100514
11710	ODP Business Solutions, LLC	04/14/2025	Regular	0.00	46.17	100515
11699	O'Reilly Auto Parts	04/14/2025	Regular	0.00	544.98	100516
11749	OVS - Orchard & Vineyard Supply, LLC	04/14/2025	Regular	0.00	28.68	100517
11753	Oxarc, Inc.	04/14/2025	Regular	0.00	60.22	100518
Finance/All Other De	Pacific Power & Light Co.	04/14/2025	Regular	0.00	31,262.32	100519
11792	Paul Deccio Installations	04/14/2025	Regular	0.00	1,182.60	100520
11831	Picatti Bros, Inc.	04/14/2025	Regular	0.00	2,480.07	100521
11843	PNWS-AWWA	04/14/2025	Regular	0.00	442.70	100522

Check Report **Date Range:** 25

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
11934	Rathbun Iron Works, Inc.	04/14/2025	Regular	0.00	146.72	100523
13117	Rogelio B	04/14/2025	Regular	0.00	368.84	100524
12312	San Diego Police Equipt Co. Inc.	04/14/2025	Regular	0.00	7,772.77	100525
12334	Saveco North America Inc.	04/14/2025	Regular	0.00	340.02	100526
12384	Sholtys, John	04/14/2025	Regular	0.00	67.15	100527
12493	Summit Law Group	04/14/2025	Regular	0.00	5,616.00	100528
12617	Toppenish Lions Club	04/14/2025	Regular	0.00	125.00	100529
12639	TransUnion Risk and Alternative Data Solutions,	04/14/2025	Regular	0.00	135.01	100530
12664	Tyler Technologies Inc.	04/14/2025	Regular	0.00	26,308.25	100531
12668	U.S. Bank Corporate Payment Systems	04/14/2025	Regular	0.00	13,602.82	100532
12748	Verizon Wireless	04/14/2025	Regular	0.00	3,245.38	100533
12751	VESTIS	04/14/2025	Regular	0.00	68.51	100534
12774	Vision Municipal Solutions, LLC	04/14/2025	Regular	0.00	2,056.60	100535
12840	Washington State Patrol	04/14/2025	Regular	0.00	45.00	100536
12931	Workhub Software Inc.	04/14/2025	Regular	0.00	51.00	100537
13002	Yakima Humane Society	04/14/2025	Regular	0.00	1,000.00	100538
13029	Yakima Waste Systems, Inc.	04/14/2025	Regular	0.00	23.95	100539
13064	ZUS Bank Safekeeping	04/14/2025	Regular	0.00	26.00	100540
11177	Invoice Cloud (EFT)	04/10/2025	Bank Draft	0.00	468.40	DFT0000050

Bank Code AP Claims Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	165	70	0.00	700,203.31
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-296.00
Bank Drafts	1	1	0.00	468.40
EFT's	0	0	0.00	0.00
	166	**73**	**0.00**	**700,375.71**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General -General						
12699	USDA RD DCFO Loan Payment (EFT)	04/08/2025	Bank Draft	0.00	11,852.00	DFT0000046

Bank Code General Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	11,852.00
EFT's	0	0	0.00	0.00
	1	**1**	**0.00**	**11,852.00**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	165	70	0.00	700,203.31
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	-296.00
Bank Drafts	2	2	0.00	12,320.40
EFT's	0	0	0.00	0.00
	167	**74**	**0.00**	**712,227.71**

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Fund	4/2025	712,227.71
			712,227.71

Grand Total **$712,227.71**

Accounts Payable Checks 100470-100540 and DFT46 and DFT50 and void checks NR100471

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 4/10/2025

CITY OF TOPPENISH
21 West 1st Avenue
Toppenish, WA 98948

CITY OF TOPPENISH
NOTICE OF PUBLIC HEARING
Disposal of Surplus Property

Notice is hereby given that the City Council of the City of Toppenish, Washington, pursuant to the provisions of Chapter 39.33, Revised Code of Washington, intends to surplus and sell its 1999 HME Ladder Truck to Yakima County Fire District 5 for the negotiated price of $55,000.

Notice is hereby given that a public hearing on the proposed surplus and sell will be held in the City Council Chambers, City Hall, at 7:00 p.m. on Monday, April 14, 2025, at which time all interested persons may attend and review the said proposed revisions and express their opinions thereon, after which the City Council will make a final determination concerning the sale.

A Spanish interpreter will be available. The City Council Chambers are handicap accessible. Additional arrangements to reasonably accommodate special needs will be made upon receiving twenty-four (24) hour advance notice. Contact City Clerk at (509) 865-6754 for assistance.

CIUDAD DE TOPPENISH
AVISO DE AUDIENCIA PÚBLICA
Enajenación de bienes excedentes

Por la presente se notifica que el Concejo Municipal de la Ciudad de Toppenish, Washington, de conformidad con las disposiciones del Capítulo 39.33, Código Revisado de Washington, tiene la intención de vender su camión escalera HME de 1999 al Distrito de Bomberos 5 del Condado de Yakima por el precio negociado de $ 55,000.

Por la presente se notifica que se llevará a cabo una audiencia pública sobre el excedente y la venta propuestos en las Cámaras del Concejo Municipal, Ayuntamiento, a las 7:00 p.m. el lunes 14 de abril de 2025, momento en el que todas las personas interesadas pueden asistir y revisar dichas revisiones propuestas y expresar sus opiniones al respecto, después de lo cual el Concejo Municipal tomará una determinación final sobre la disposición de la propiedad excedente.

Un intérprete en español estará disponible. Las cámaras del ayuntamiento son accesibles para discapacitados. Los arreglos adicionales para acomodar razonablemente las necesidades especiales se harán al recibir notificación previa de (24) horas. Para asistencia comuníquese con la secretaria de la ciudad al (509) 865-6754.

Heidi Riojas, CMC
City Clerk

Publish: *Sunnyside Sun,* April 2, 2025, and April 9, 2025

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-020

Meeting Date:	April 14, 2025
Subject:	Public Hearing 1999 HME Ladder Truck Surplus
Attachments:	**Notice of Public Hearing, Resolution 2024-34, Aerial Acceptance Letter**
Presented by:	Adam Vaughn, Finance Director
Approved for Agenda by:	Dan Ford, City Manager

Discussion:

On July 22, 2024 the City Council authorized staff to surplus the 1999 HME Ladder Truck through the method of Negotiated Sale/Intergovernmental Cooperation. The City has agreed to terms with Yakima County Fire District 5 on the sale of said fire truck for the purchase price of $55,000, which is in line with the City's calculated fair market value.

Pursuant to the provisions of Chapter 39.33, Revised Code of Washington, the City must hold a public hearing on the sale of any surplus item worth more than $50,000 in value.

Fiscal Impact:

$55,000 in revenue to the City.

Recommendation:

No recommendation, the purchase was already approved, this is just a public hearing.

Alternatives:

N/A

RESOLUTION 2024-34

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

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

WHEREAS the City desires to dispose of said property,

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

Section l: The property described on "Exhibit A" is hereby declared to be surplus.

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

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

PASSED by the Toppenish City Council at its regular meeting held on July 22, 2024.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

Exhibit A

Dept.	Item Description	Qty	Make/Model	Vin #	Fund	Classification
Fire	1999 HME Ladder Truck	1	75' ladder truck with a 500-gallon water tank and 1,500 GPM Hale Pump	44KFT6485XWZ19093	510	Negotiated Sale/Intergovernmental cooperation

City of Toppenish
Fire Department
514 West Second Avenue
Toppenish, WA 98948

March 24, 2025

Chief Ken Shipman,

I am excited to write you this letter and inform you that the City of Toppenish has reviewed your offer to purchase our aerial and would like to formally accept your offer to purchase our 1999 75′ aerial in an "as is" condition with the additional equipment as specified in the list of equipment that was previously supplied and attached with this letter.

In moving forward, once approved from your side, we would like to set up a time to meet at the Toppenish city hall to receive the check of $55,000 and present you with the title and associated paperwork for the apparatus. Please let me know what your availability is to set up the meeting, so that I can schedule it with city hall.

I would like to thank you and your staff for working with the City of Toppenish to complete this sale. We look forward to working with Yakima County Fire District #5 in developing more ILAs/ Auto Aid Agreements pertaining to our aerials, responses and further associated training.

Please let me know if you have any questions or need clarifications.

Respectfully,

Dale Northrup

DEPUTY FIRE CHIEF, DALE NORTHRUP WK: 509-865-3332 CELL: 509-314-0188

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-021

Meeting Date:	April 14, 2025
Subject:	Loan Payoff
Attachments:	**Resolution 2025-16, Loan Repayment Schedule**
Presented by:	Adam Vaughn, Finance Director
Approved for Agenda by:	Dan Ford, City Manager

Discussion:

Between 2016 and 2018 the City did a project for the City's General Sewer Plan and for Video Equipment. The total project cost was just under $150,000, half of which was a grant, while the other half was taken out by the City as a State Revolving Loan.

State Revolving Loans is money that is eligible under certain state agencies to apply for competitive loans where payments remain in the agency's funds to continue future loans.

The payoff amount is $55,411.97.

Without paying off, the City will continue paying this loan until 2037. The benefit of paying this off now is a reduction in overall debt, removal of payments from future year budgets, and savings of $9,723.20 in real interest costs over the life of the loan. The City has sufficient fund balance in the Wastewater Fund to pay off this loan.

Fiscal Impact:

$55,411.97 out of the Wastewater Fund and a reduction of $54,920.39 in total debt balance.

Recommendation:

Approve Resolution 2025-16 authorizing the City Manager to pay off Washington Department of Ecology Loan 150107

Alternatives:

Do not pay off early, continue making payments until 2037.

RESOLUTION 2025-16

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PAYOFF WASHINGTON DEPARTMNET OF ECOLOGY LOAN 150107

WHEREAS, the City took out a State revolving loan from the Washington Department of Ecology for General Sewer Plan and Video Equipment on April 12, 2018; and

WHEREAS, the City's Wastewater Fund has sufficient balance to pay off the remaining Principal balance of the loan; and

WHEREAS, the City will save $9,723.20 over the life of the loan by paying it off early; and

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

The City Manager is authorized and directed to pay off Washington Department of Ecology Loan 150107.

This Resolution shall be effective immediately upon passage and signatures hereto

PASSED by the Toppenish City Council at its regular meeting held on the 14th day of April, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

DEPARTMENT OF ECOLOGY
State of Washington

Loan payoff

Loan number:	EL150107	Interest compounded:	Monthly
Agreement #:	WQC-2015-Toppen-00146	Interest start date:	12/31/2024
Recipient name:	TOPPENISH CITY OF	Schedule number:	2493
Amortization method:	Compound-365 D/Y	Created date:	4/3/2025
Principal balance:	$54,920.39	Created by:	Marissa Venasquez (ECY)
Annual interest rate:	2.700 %		

Interest due date	Interest amount		Early payoff
4/30/2025	$491.58	BASE PLUS INTEREST =	$55,411.97

WQC-2015-Toppen-00146

Ecology/SRF/CWSRF loan

DEPARTMENT OF ECOLOGY State of Washington

FINAL LOAN REPAYMENT SCHEDULE

Loan Number:	EL150107	Loan Amount:	$79,093.20
Recipient Name:	City of Toppenish	Term of Loan:	39
Amortization Method:	Compound-365 D/Y	Annual Interest Rate:	2.700 %
Project Completion Date:	06/30/2017	Interest Compounded:	Monthly
Initiation of Operations:	06/30/2017	Loan Date:	04/12/2018
Schedule Number:	2493	Schedule Creation Date:	04/20/2018

Payment Number	Due Date	Early Repay	Payment Amount	Interest Amount	Principal Amount	Balance Amount
01	06/30/2018		2,605.40	460.10	2,145.30	76,947.90
02	12/30/2018		2,605.40	1,044.66	1,560.74	75,387.16
Sub Total	**2018**		**5,210.80**	**1,504.76**	**3,706.04**	
03	06/30/2019		2,605.40	1,023.47	1,581.93	73,805.23
04	12/30/2019		2,605.40	1,001.99	1,603.41	72,201.82
Sub Total	**2019**		**5,210.80**	**2,025.46**	**3,185.34**	
05	06/30/2020		2,605.40	980.22	1,625.18	70,576.64
06	12/30/2020		2,605.40	958.16	1,647.24	68,929.40
Sub Total	**2020**		**5,210.80**	**1,938.38**	**3,272.42**	
07	06/30/2021		2,605.40	935.80	1,669.60	67,259.80
08	12/30/2021		2,605.40	913.13	1,692.27	65,567.53
Sub Total	**2021**		**5,210.80**	**1,848.93**	**3,361.87**	
09	06/30/2022		2,605.40	890.16	1,715.24	63,852.29
10	12/30/2022		2,605.40	866.87	1,738.53	62,113.76
Sub Total	**2022**		**5,210.80**	**1,757.03**	**3,453.77**	
11	06/30/2023		2,605.40	843.27	1,762.13	60,351.63
12	12/30/2023		2,605.40	819.34	1,786.06	58,565.57
Sub Total	**2023**		**5,210.80**	**1,662.61**	**3,548.19**	
13	06/30/2024		2,605.40	795.10	1,810.30	56,755.27
14	12/30/2024		2,605.40	770.52	1,834.88	54,920.39
Sub Total	**2024**		**5,210.80**	**1,565.62**	**3,645.18**	
15	06/30/2025		2,605.40	745.61	1,859.79	53,060.60
16	12/30/2025		2,605.40	720.36	1,885.04	51,175.56
Sub Total	**2025**		**5,210.80**	**1,465.97**	**3,744.83**	
17	06/30/2026		2,605.40	694.77	1,910.63	49,264.93
18	12/30/2026		2,605.40	668.83	1,936.57	47,328.36
Sub Total	**2026**		**5,210.80**	**1,363.60**	**3,847.20**	
19	06/30/2027		2,605.40	642.54	1,962.86	45,365.50
20	12/30/2027		2,605.40	615.89	1,989.51	43,375.99
Sub Total	**2027**		**5,210.80**	**1,258.43**	**3,952.37**	

Payment Number	Due Date	Early Repay	Payment Amount	Interest Amount	Principal Amount	Balance Amount
21	06/30/2028		2,605.40	588.88	2,016.52	41,359.47
22	12/30/2028		2,605.40	561.50	2,043.90	39,315.57
Sub Total	**2028**		**5,210.80**	**1,150.38**	**4,060.42**	
23	06/30/2029		2,605.40	533.75	2,071.65	37,243.92
24	12/30/2029		2,605.40	505.63	2,099.77	35,144.15
Sub Total	**2029**		**5,210.80**	**1,039.38**	**4,171.42**	
25	06/30/2030		2,605.40	477.12	2,128.28	33,015.87
26	12/30/2030		2,605.40	448.23	2,157.17	30,858.70
Sub Total	**2030**		**5,210.80**	**925.35**	**4,285.45**	
27	06/30/2031		2,605.40	418.94	2,186.46	28,672.24
28	12/30/2031		2,605.40	389.26	2,216.14	26,456.10
Sub Total	**2031**		**5,210.80**	**808.20**	**4,402.60**	
29	06/30/2032		2,605.40	359.17	2,246.23	24,209.87
30	12/30/2032		2,605.40	328.68	2,276.72	21,933.15
Sub Total	**2032**		**5,210.80**	**687.85**	**4,522.95**	
31	06/30/2033		2,605.40	297.77	2,307.63	19,625.52
32	12/30/2033		2,605.40	266.44	2,338.96	17,286.56
Sub Total	**2033**		**5,210.80**	**564.21**	**4,646.59**	
33	06/30/2034		2,605.40	234.69	2,370.71	14,915.85
34	12/30/2034		2,605.40	202.50	2,402.90	12,512.95
Sub Total	**2034**		**5,210.80**	**437.19**	**4,773.61**	
35	06/30/2035		2,605.40	169.88	2,435.52	10,077.43
36	12/30/2035		2,605.40	136.81	2,468.59	7,608.84
Sub Total	**2035**		**5,210.80**	**306.69**	**4,904.11**	
37	06/30/2036		2,605.40	103.30	2,502.10	5,106.74
38	12/30/2036		2,605.40	69.33	2,536.07	2,570.67
Sub Total	**2036**		**5,210.80**	**172.63**	**5,038.17**	
39	06/30/2037		2,605.57	34.90	2,570.67	0.00
Sub Total	**2037**		**2,605.57**	**34.90**	**2,570.67**	
Grand Total			**101,610.77**	**22,517.57**	**79,093.20**	

* Amendment Purpose

This purpose of this amendment is to officially closeout loans EL150107 and EF150108, deobligate funds, and establish a final loan repayment schedule for EL150107.

The RECIPIENT should review the original agreement conditions and requirements that apply during the loan repayment phase. For example:
- Section 6, J. Loan Repayment
- Section 6, K. Loan Security, Reserve Requirement

IT IS MUTUALLY AGREED that the LOAN agreement is amended as follows:

1) Of the full loan amount, $150,000, the forgivable principal portion of $75,000 does not have to be repaid.

2) The original loan amount for EL150107 is decreased by $519.95, from $75,000 to $74,480.05 based upon the final eligible costs for the project. In addition, $4,613.15 of interest has accrued from previous payments and is included in the final repayment amount.

3) The Estimated Loan Repayment Schedule Number 2420 created on July 24, 2017 shall be replaced with the attached Final Loan Repayment

1028 of 2000

* Amendment Purpose

schedule for EL150107.

The RECIPIENT should review the original agreement conditions and requirements that apply during the loan repayment phase. For example:
- Section 6, J. Loan Repayment
- Section 6, K. Loan Security, Reserve Requirement

IT IS MUTUALLY AGREED that the LOAN agreement is amended as follows:

1) Of the full loan amount, $150,000, the forgivable principal portion of $75,000 does not have to be repaid.

2) The original loan amount for EL150107 is decreased by $519.95, from $75,000 to $74,480.05 based upon the final eligible costs for the project. In addition, $4,613.15 of interest has accrued from previous payments and is included in the final repayment amount.

3) The Estimated Loan Repayment Schedule Number 2420 created on July 24, 2017 shall be replaced with the attached Final Loan Repayment Schedule Number 2493 created on April 20, 2018.

1028 of 2000

$4,613.15
\- 519.95
$4,093.20

Original loan $75,000 - $519.95 = $74,480.05

New Loan $74,480.05 + $4613.15 = $79,093.20

2018 Beg Bal $70,800.00
Additional loan 3,680.25
accrued interest 4,613.15
$79,093.00
loan payment 3,706.04
2018 E Bal - $75,387.32

Reference	Vendor Name	Fiscal Description	Date	Amount	
413-000-200-333-66-45-00	**Ecology SRF Forgivable Loan - Sewer Plan/Camera Van**				
Receipt					
Sewer Plan/Camera Van Ecology SRF loan	Receipting Vendor	2015 - June	6/25/2015	$36,846.40	CM Deposit - 6/29/2015 E
CM Receipt Number - 49571	Receipting Vendor	2015 - September	9/1/2015	$538.96	CM Deposit - 9/1/2015 5:
Ecology Request #3 Sewer Plan - 10/23/201.	Receipting Vendor	2015 - October	10/23/2015	$2,232.67	CM Deposit - 10/23/2015
Dept of Ecology - Request#4/General Sewe	Receipting Vendor	2015 - December	12/22/2015	$5,530.65	CM Deposit - 12/22/2015
State of WA - Ecology Reques #5/General Se	Receipting Vendor	2016 - April	4/19/2016	$5,432.82	CM Deposit - 4/19/2016 E
DOE Req #6/Gen Sewer Plan	Receipting Vendor	2016 - July	7/1/2016	$9,320.90	CM Deposit - 7/22/2016 E
DOE#7-Gen Sewer Plan	Receipting Vendor	2016 - November	11/22/2016	$6,870.93	CM Deposit - 11/22/2016
DOE#8/Gen Sewer Plan - EF150108-08	Receipting Vendor	2016 - December	12/15/2016	$4,026.45	CM Deposit - 12/15/2016
WA Department of Ecology / General Sewer	Receipting Vendor	2018 - March	3/28/2018	$3,680.26	CM Deposit - EFT Ecology
Total Receipt				**$74,480.04**	
Total 413-000-200-333-66-45-00		**Budget**	**$96,180.00 Actual**	**$74,480.04**	

Reference	Vendor Name	Fiscal Description	Date	Amount	
413-000-200-391-80-00-03	**Ecology SRF Loan - Sewer Plan/Cam Van**				
Receipt					
Sewer Plan/Camera Van Ecology SRF loan	Receipting Vendor	2015 - June	6/25/2015	$36,846.40	CM Deposit - 6/29/2015 E
CM Receipt Number - 49571	Receipting Vendor	2015 - September	9/1/2015	$538.96	CM Deposit - 9/1/2015 5:
Ecology Request #3 Sewer Plan - 10/23/201.	Receipting Vendor	2015 - October	10/23/2015	$2,232.68	CM Deposit - 10/23/2015
Dept of Ecology - Request#4/General Sewe	Receipting Vendor	2015 - December	12/22/2015	$5,530.65	CM Deposit - 12/22/2015
				$45,148.69	
State of WA - Ecology Reques #5/General Se	Receipting Vendor	2016 - April	4/19/2016	$5,432.83	CM Deposit - 4/19/2016 E
DOE Req #6/Gen Sewer Plan	Receipting Vendor	2016 - July	7/1/2016	$9,320.90	CM Deposit - 7/22/2016 E
DOE #7 Gen Sewer Plan	Receipting Vendor	2016 - November	11/22/2016	$6,870.96	CM Deposit - 11/22/2016
DOE#8/Gen Sewer Plan - EL150107-08	Receipting Vendor	2016 - December	12/15/2016	$4,026.44	CM Deposit - 12/15/2016
				$25,651.13	
			2016 & 2017 total	**$70,799.82**	
WA Department of Ecology / General Sewer	Receipting Vendor	2018 - March	3/28/2018	$3,680.27	CM Deposit - EFT Ecology
Total Receipt				**$74,480.09**	
Total 413-000-200-391-80-00-03		**Budget**	**$96,180.00 Actual**	**$74,480.09**	

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-022

Meeting Date:	April 14, 2025
Subject:	Temporary Police Building Lease Extension
Attachments:	**Resolution 2025-17, Contract Addendum - 239000443 Toppenish II**
Presented by:	Adam Vaughn, Finance Director
Approved for Agenda by:	Dan Ford, City Manager

Discussion:

The City's project to complete construction on a new Public Safety Facility is well under way with completion expected near the end of the year.

The current Temporary Building lease extends through the end of April 2025. This item extends the lease for another 6 months through October 2025.

Fiscal Impact:

$13,769.87 (Plus $1,101.54 in tax) per month through October.

Recommendation:

Approve Resolution 2025-17 authorizing the City manager to extend an agreement with Mobile Modular to provide temporary housing for the police department.

Alternatives:

The City does not have any alternatives at this time.

RESOLUTION 2025-17

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXTEND AN AGREEMENT WITH MOBILE MODULAR TO PROVIDE TEMPORARY HOUSING FOR THE POLICE DEPARTMENT

WHEREAS, the City has determined that there is a need to provide temporary housing for the City's Police Department, and

WHEREAS, the City had previously entered into a temporary lease from Mobile Modular for a period of 24 months, and

WHEREAS, under Resolution 2024-42 the City extended the lease for 6 months, and

WHEREAS, the City has determined the need to extend the lease an additional 6 months, and

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

The City Manager is authorized and directed to execute a 6-Month Lease Agreement with Mobile Modular to provide temporary housing for the police department 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 the 14th day of April, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

Mobile Modular Management Corporation
5700 Las Positas Road, Livermore, CA 94551
Ph (925) 606-9000 Fax (925) 453-3201
www.MobileModularRents.com

Contract Addendum
R1030972
Date: 4/3/2025

Customer : **Toppenish Police Department**
Billing Address: 1 West 1st Ave
City/State/Zip: Toppenish WA 98948

Project Name :
Site Address : 1 West 1st Ave
City/State/Zip: Toppenish WA 98948

Attn: Adam Vaughn
Phone : 509-865-2080
Fax:
E-mail: Adam.Vaughn@citytoppenish.us

This will serve as an addendum to the contract agreement entered into betwe **Toppenish Police Department**
(Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).
ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.
Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.
Renewal Information

Contract No.	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
239000443	94556	Office, 60x60 WMS E Code:765498-5502	4/9/2025	10/5/2025	6 Month	$5,057.70
239000443	94556	Furniture (RNT)	4/9/2025	10/5/2025	6 Month	$1,505.35
239000443	94556	Steps	4/9/2025	10/5/2025	6 Month	$69.00
239000443	94556	Office, 60x60 WMS E Code:765573-577	4/9/2025	10/5/2025	6 Month	$ 5,057.70
239000443	94556	Furniture (RNT)	4/9/2025	10/5/2025	6 Month	$ 1,505.35
239000443	94556	Steps	4/9/2025	10/5/2025	6 Month	$ 69.00
239000443	94556	Personal Property Expense	4/9/2025	10/5/2025	6 Month	$ 505.77

- Rental rates do not include any applicable taxes or Personal Property Expense (PPE).
- Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation	**Toppenish Police Department**
Printed Name	Printed Name
Title	Title
Signature	Signature
Date	Date

Please call (541) 461-9122 with any questions or comments and ask for L
Thank you for contacting Mobile Modular.
**Note: Contract addendum valid only when executed, offer expires 30 days from addendum date if not executed.

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-023

Meeting Date:	April 14, 2025
Subject:	Teamsters Supervisor's Contract
Attachments:	**Resolution 2025-18; Teamsters Supervisors Collective Bargaining Agreement**
Presented by:	Adam Vaughn, Finance Director
Approved for Agenda by:	Dan Ford, City Manager

Discussion:

The Teamsters Supervisors Collective Bargaining Agreement that covers Public Works supervisor employees was unanimously ratified by the Unit. The three-year Agreement for the years 2025-2027 provides for the following changes:

- Three-year Cost of Living Allowance:
  - 2025: 3%
  - 2026: 2%
  - 2027: 2%
- General housekeeping items.
- No changes to medical insurance.
- Increase of 1 step for each member to compensate for no increase in 2024

Staff is pleased to recommend to City Council the ratification and adoption of this Agreement. A copy the Agreement has been included for your review.

Fiscal Impact:

Cost of Living increase of 3% in 2025, 2% in 2026, and 2% in 2027. The agreement does not include retroactive pay for 2025.

Recommendation:

Approve Resolution 2025-18 authorizing the City Manager to sign Teamsters Supervisors Collective Bargaining Agreement for years 2025 through 2027.

RESOLUTION 2025-18

A RESOLUTION APPROVING AND AUTHORIZING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF TOPPENISH AND TEAMSTERS LOCAL UNION NO. 760 (FLSA EXEMPT SUPERVISORS) FOR THE PERIOD JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

WHEREAS, Teamsters Local Union No. 760 is the exclusive bargaining representative for certain employees of the Public Works Department, including FLSA exempt supervisors in the Public Works Department, and Wastewater Treatment Plant for the above named department of the City of Toppenish, Washington, and

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

WHEREAS, an agreement has been reached with Teamsters Local Union No. 760 on behalf of the employees represented thereby, which agreement has been reduced to writing, and has been reviewed and found acceptable by the City Council,

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

Section 1. The Collective Bargaining Agreement by and between the City of Toppenish and Teamsters Local Union No. 760 for the period January 1, 2025 through December 31, 2027, a copy of which is attached hereto marked as “Exhibit A” and incorporated herein by this reference, is hereby approved and the City Manager is authorized to sign said agreement on behalf of the City.

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

PASSED by the Toppenish City Council at its regular meeting held on the 14th day of April, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF TOPPENISH

And

TEAMSTERS LOCAL UNION NO. 760

FLSA Exempt Supervisors

January 1, 2024 through December 31, 2027

TABLE OF CONTENTS

The purpose of this Agreement, entered into by and between the CITY OF TOPPENISH, hereinafter referred to as the Employer or City, and Teamsters Local Union No. 760 FLSA Exempt Supervisors, hereinafter referred to as the Union, is to achieve and maintain harmonious relations between the Employer and the Union; to provide for the equitable and peaceful adjustment of differences which may arise; and to establish and maintain standards for wages, hours of employment, and other conditions of employment.

ARTICLE 1 UNION RECOGNITION - UNION SECURITY & DUES CHECK-OFF

1.1 Recognition: The Employer recognizes the Union as the exclusive bargaining agent for all matters of wages, hours, and conditions of employment for all FLSA Exempt supervisors in the Public Works Department, and Wastewater Treatment Plant.

1.2 Excluded shall be: City Clerk, Deputy City Clerk/Human Resources Assistant, Executive Assistant to the City Manager, Public Works Director, and Superintendent, Police and Fire Chiefs, Captains, Sergeants, Police Officers and Firefighters as defined in RCW 41.56.030(6), Finance Director, Accounting Manager, Recreation & Aquatic Manager, Building Official/Zoning Administrator, Assistant to the Police Chief and confidential employees and all other employees of the City of Toppenish.

1.3 Regular full-time employees are those who have been appointed to a regular full-time position authorized by the City Council.

1.3.1 Regular part-time employees shall be defined as part-time employees with six (6) or more consecutive months of service in their position.

1.4 UNION MEMBERSHIP AND DUES

1.4.1 **Joining the Union**: All employees in this bargaining unit have the right to voluntarily join the Union. The Union as the Exclusive Bargaining Representative agrees to carry out its responsibilities under RCW 41.56.080.

1.4.2 **Questions About Union Membership**: If an employee has questions about Union membership, the Employer will remain neutral and direct the employee to discuss this topic with a Union Staff Representative. The Union's Staff Representative shall address the employee's inquiry as soon as possible.

1.4.3 **Signed Dues Deduction Authorization**: Current union members and those who choose to pay monthly dues via a signed payroll deduction authorization will have their dues deducted once each month from their pay by the Employer. The signed payroll deduction authorization may be submitted electronically or by paper writing and must be presented to the Employer's Human Resources. The deduction will begin in the payroll period after submission of the due's deduction authorization card or as soon as administratively possible if not submitted with enough time to make the next payroll period. If the employee chooses to discontinue union membership and payment of dues, said employee must provide notification to the Union and the Employer. Such discontinuance shall be effective in the next payroll period after notification. The Employer is not a party to the authorization for payroll deduction as that is between the employee and the Union.

1.4.4 Amounts Deducted: The amounts to be deducted shall be certified to the Employer by Teamsters Local 760 and the aggregate deductions shall be remitted to Teamsters Local 760 together with an itemized statement including the employee's name, department, hours worked, monthly base wage and the amount of union dues deducted, after such deductions are made. If an employee terminates his/her employment on or before the 15th of the month, dues will not be deducted for that month; if the termination is after the 15th, dues will be deducted.

1.4.5 New Employee Orientation: These provisions shall be carried out in conformity with RCW 41.56.037. The Employer agrees to notify the Union Representative in writing of any new employee orientation date within fourteen (14) calendar days of the day of employment. The Employer shall provide the name of the employee, corresponding job title, and Department. A Union official shall be granted up to thirty (30) minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership and dues authorizations.

1.4.6 Hold Harmless and Indemnification: The Union agrees to defend and hold harmless the Employer from all claims, demands, lawsuits, orders, or judgments, etc., brought or issued which may arise from the Employer making a good faith effort to administer the provisions of this Article.

1.4.7 The earnings of the employee must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. All other legal and required deductions have priority for payment over such dues.

ARTICLE 2 EMPLOYEE TRIAL AND EVALUATION PERIOD

2.1 **Purpose of Trial Service Period**: The trial service period is a continuation of the testing and orientation process during which the employee has an opportunity to demonstrate their ability to perform the requirements of the appointed position at a level that meets City and departmental expectations and standards. The period is a time for management to observe closely the employee's performance in order to achieve an effective match and/or adjustment of a trial service employee to their position, or to determine that a trial service employee's performance does not meet the acceptable standards of the position.

2.2 **Length of Trial Service Period**: All original and promotional appointments are conditional and subject to a trial service period from the time of appointment. The trial service period is for a minimum of twelve (12) consecutive months of actual service. The successful completion of trial service means that the employee has been appraised and found capable of meeting the performance expectations of the position during the trial service period and is therefore eligible to receive a step increase within their classification range. Absent successful completion of trial service, the employee shall not be eligible to receive a step increase until such time as the trial service period has been successfully completed. The performance appraisal confirming successful completion of the trial service period must be submitted to effectuate the step increase.

2.3 **Trial Service Employee Status**: During the trial service period, a non-promotional trial service employee may be suspended, demoted, or terminated at any time without cause by the City Manager. The employee's Department Director gives a copy of the trial service employee's performance report(s) to the City Manager. The Department Director gives the City Manager a written appraisal of the employee's performance as well as any written recommendation for the employee's suspension, demotion, or rejection. A copy of the notification of suspension, demotion, or rejection is given to the trial service employee. Rejection of a trial service employee becomes effective only after approved by the City Manager. An employee rejection is not subject to appeal or grievance. An exit interview may be conducted with a rejected trial service employee by a representative of the Human Resources office.

<u>Trial Service Due to Promotion</u> - A promoted employee may voluntarily revert to their former position within their six (6) months trial service period due to the promotion if the position is vacant. A promoted employee contemplating such action must communicate their interest in this regard to the Department Director as soon as possible to coordinate the timing of the necessary administrative actions. Any employee rejected during the six (6) month trial period following a promotional appointment shall be reinstated to the position (if vacant) from which the employee was promoted or a comparable position unless the employee is discharged for just cause.

2.4 **<u>Employee Performance Appraisals</u>**: The performance of a trial service employee is appraised at the end of three (3) months and nine (9) months of service. More frequent appraisals may be conducted if deemed necessary by the employee's immediate supervisor or the Department Director. A performance appraisal will also be done prior to the employee completing trial service, and at least annually from that date forward.

<u>Process</u> - The original written appraisal of a trial service employee's performance must be approved by the Human Resources Assistant or designee, City Manager, and placed in the employee's personnel file. A copy of the employee's performance appraisal is given to the employee.

<u>Annual Performance Appraisal</u> - The performance of each regular employee and regular part-time employee is evaluated at least annually by the employee's immediate supervisor and reviewed by the employee's Department Director. The approved City-wide performance appraisal system shall be utilized by all departments for employee performance evaluations. This evaluation may occur at a more frequent interval if deemed necessary by the immediate supervisor or the Department Director.

2.5 **<u>Regular Appointment</u>**: The Department Director (or their designee) and immediate supervisor shall be responsible for tracking the timing of the completion of the midpoint trial service appraisal and the final trial service appraisal. If the performance of the trial service employee has been satisfactory, the Department Director submits a written appraisal to the Human Resources office at least two (2) weeks prior to the expiration of the employee's trial service period. The City Manager shall act on the recommended action, changing an employee's status from trial service to regular. Regular employment status means that an employee has been deemed capable of meeting the performance expectations of the position.

2.6 An employee shall establish seniority when he has been in the employment of the Employer for a period of thirty (30) days since his first (1st) date of employment or the end of his last break in service, whichever is later. An employee who acquires seniority status shall be considered to have acquired such status upon his first (1st) date of employment or at the end of his last break in service, whichever is the later.

2.7 Seniority shall be defined as follows: the length of an employee’s continuous service within a job classification within the bargaining unit.

2.8 Layoff/ Recall: Seniority shall prevail in the case of layoff or rehire. The last employee hired shall be the first (1st) employee laid off and the last employee laid off shall be the first (1st) employee rehired. If there is any question of any senior employee being qualified to perform the work available in the case of layoff and rehire, the Employer must show sufficient cause for not rehiring or laying off such senior employee.

Each employee shall be given at least ten (10) working days' notice of reduction in force or layoff and each employee shall give the Employer at least ten (10) working days' notice prior to leaving the City employment. This shall not apply to dismissals carried out under Article 11.

2.9 Promotions: With respect to promotional opportunities, vacancies will be e-mailed to all employees and posted on the City's website for a period of at least five (5) working days. Any employee desiring to be considered for such position shall submit an application along with a cover letter stating the reasons why they should be selected for the vacancy including their qualifications and job knowledge relating to the position, training, abilities, and physical fitness to Human Resources.

2.9.1 It is agreed that in considering employee applications for promotion, the normal selection procedures of the Employer will be followed, and the following factors shall be considered in the order named:

1. Job knowledge relating to the position, past and present experience, training, ability, and physical fitness.

2. Length of continuous service with the department.

Where factor (l) is relatively equal between competing employees, then factor (2) shall govern making the promotion.

2.10 It is the policy of the Employer to afford the opportunity for advancement to each employee in the bargaining unit. Toward this end, the Employer will allow the employees paid time away from the job to attend such job-related short-schools and seminars which may be approved by the appropriate department head and may be, from time to time, offered by various State or Federal agencies; colleges and universities; Association of Washington Cities; private sponsors, or accredited trade schools. The cost of registration, reasonable cost of lodging, meals, and other applicable expenses, shall be paid by the Employer to the employees requesting advance travel funds or for reimbursement for the expenses incurred for such schools or seminars previously approved.

2.10.1 In no day of such training or seminars will an employee be paid for more than eight (8) hours per day; furthermore, time in such training is exempt from overtime provision of this Agreement.

2.11 Employees transferring between departments covered under this Agreement shall not have their seniority rights affected.

2.12 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:

2.12.1 voluntarily leaves the service of the Employer;

2.12.2 is discharged for just cause;

2.12.3 is laid off for a period in excess of thirteen (13) consecutive months.

2.13 In cases where two (2) or more employees start to work in a department on the same day, the date of application for employment shall establish seniority. If the date of application is the same, the time of interview establishes which is the senior employee.

ARTICLE 3 HOURS OF WORK AND OVERTIME

3.1 Established Workdays and Workweeks: The standard workday for employees may range between eight (8) hours and ten (10) hours. The standard work week is forty (40) hours. Hours worked in excess of eight (8) hours may be common in order to complete assigned duties, positions covered by this Agreement.

Days Off: Days off shall be consecutive and shall include a Saturday or Sunday unless provisions are made for rotating other days off.

Lunch/Rest Periods - On a regular 8- or 10-hour assignment a FLSA Exempt Supervisor may take an unpaid meal period of (1) hour. At least two (2) rest periods not exceeding fifteen (15) minutes are afforded each employee during a standard eight (8) or ten (10) hour workday. Flexibility of meal or rest periods is prearranged between the employee and the immediate supervisor or Department Director or Chief of Police as applicable.

3.2 **Exceptions to Established Work Hours**: A Department director will make a good faith effort may not to change an employee's work period with less than five (5) working days' notice. However, fewer than five (5) days' notice may be given due to emergency, peak workload, or due to absence, consistent with the needs of the City, or as agreed upon by the employee.

3.3 **Attendance**: Supervisors must report for their work assignments at the times and places set by their Department Director.

3.4 **Pay Periods**: The Employer will pay employees twice monthly. If pay day falls on a Saturday or Sunday, the Friday preceding either of these days shall be the pay day. If the pay day falls on a holiday, the preceding day shall become pay day. Any errors in the employee's pay shall be corrected on the next paycheck, or as soon as possible after the next paycheck.

Emergency Draws - An emergency draw may be granted upon approval of the Finance Director or City Manager for a critical and completely unexpected, non-recurring expense. The amount of the emergency draw may not exceed fifty percent (50%) of the employee's regular net monthly salary.

3.5 **Deductions**: Deductions from employees' pay are subject to current laws, contracts, and the Personnel Policy. They include the following:

1. Deductions required by law and contracts, which include Federal withholding tax, Social Security tax, State retirement systems, recognized

employee organization dues, wage garnishments, and health care insurance co-payments; and

2. Deductions can be arranged for the credit union, United Way, deferred compensation, recognized employee organizations, and other deductions as approved by the City Manager. These types of deductions are arranged only upon receipt of written authorization from an employee.

3.6 **FLSA Exempt Employee**: Exempt employees are not covered by federal or state overtime laws. Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide public services for which they were hired. These employees are accountable for their work product, and for meeting the objectives of the department for which they work. If the Employer assigns an employee in the bargaining unit to assume the full duties and responsibilities of a position in a higher classification in the bargaining unit, then the employee shall be paid acting pay in the amount as set forth in Article 3.7.2.

3.6.1 Eligibility for such acting pay shall be after the completion of eight (8) consecutive hours of work in such assignment and shall be paid for all hours worked.

3.6.2 The prevailing differential rate between classifications will be paid, provided that the employee's acting pay shall not put him in a position of receiving more money than he would receive if acting in that higher classification and that such pay does not exceed five percent (5%).

3.7 **Exempt Employee Administrative Leave**: FLSA-exempt employees may be authorized to use "administrative leave" or time off with pay to mitigate excessive hours of work beyond the normal workweek. Exempt employees are not paid overtime or given compensatory time off. Requests for a full workday of administrative leave will be submitted in writing and cite the nature and extent of excessive hours worked. If administrative leave is requested, a completed Personnel Management form (PM1) must be approved by the City Manager. Use of this leave shall not impact the Employee's FLSA exempt status.

Leave Record keeping - For reasons of public accountability, records of all employees' use of leave are maintained in accordance with State records retention schedules.

3.8 Paid Holidays:

Regular Holidays –The following holidays are recognized as municipal holidays for pay purposes; all regular and regular part-time employees have these days off with pay.

New Year's Day
Martin Luther King Day Presidents' Day Memorial Day
Independence Day Labor Day
Veterans' Day Thanksgiving Day
Day after Thanksgiving Day Christmas Eve Day Christmas Day
Floating Holiday

When a day recognized as a holiday by the City falls on Sunday, the following Monday is observed as the holiday. When a day recognized as a holiday by the City falls on Saturday, the preceding Friday is observed as the holiday.

Floating Holiday – The floating holiday must be taken by December 31st of each year. It may be taken any time during the year, subject to approval by the immediate supervisor. The floating holiday may only be used in a one-day increment and not hour by hour. In all other respects, the floating holiday shall be treated as a regular holiday.

Unpaid Holidays for reasons of Faith and Conscience – City employees may request up to two unpaid holidays per calendar year for reasons of faith and conscience or an organized activity conducted under the auspices of a religious denomination church or religious organization. An employee may select the days on which he or she desires to take the two unpaid holidays after consulting with the director of his/her department.

3.9 Exempt Employee Holidays: When a day designated as a holiday under the provisions of this Collective Bargaining Agreement, or such other day as authorized by the City, falls on an eligible covered employee's normally assigned day off, the employee receives a workday off to be taken later with the mutual agreement of the Department Director or City Manager.

3.10 Alternative Work Schedules: A couple of examples of an alternative to the standard 5 days/8 hours per day work week is the four (4) days per week/ten (10) hours per day (4-10) work schedule. The alternative work schedule is defined as follows:

1. Approval by the Department Director;
2. Approval by the affected employee;
3. All sections of the Personnel Policy Manual apply to the alternative schedule except as noted;
4. Employees are committed to working the alternative work shift for the duration of its schedule; however, employees may return to a regular 5-8 work schedule upon written request to their Department Director and with reasonable notice. The Department Director may return the employee to a regular schedule with reasonable notice if the director finds the alternative schedule to be adversely impacting the department or provision of City services;
5. The alternative schedule may be proposed by either the supervisor and Department Director or by the affected employee and shall include the proposed hours of work, the duration, days off, and affected classification;
6. The City will strive to accommodate employees' requests for three (3) consecutive days off and will ensure at a minimum that at least two (2) of the three (3) days off are consecutive.
7. During an alternative work schedule, holiday hours may be taken at the rate of eight (8) hours per workday. The additional two (2) hours may be taken as vacation time.
8. Regardless of the Alternative Work Schedule, employees covered by this Agreement may be required to work as many hours as necessary to provide public services for which they were hired.

3.11 Public Health, Safety and Welfare: Both parties agree that the public health, safety, and welfare depend on the prompt delivery of quality public services and to this end both the Union and City recognize their individual and collective responsibilities to work together to create the most effective and efficient type of manpower scheduling to serve and prevent any threat to the public health, safety, and welfare.

ARTICLE 4 VACATIONS

4.1 **Eligibility**: Regular employees and regular part-time employees are eligible to use accumulated vacation leave after the completion of the probationary period or after six (6) months, whichever is less. Use of these accrued and accumulated vacation hours are subject to approval by the employee's immediate supervisor. An employee's vacation may not exceed the amount of vacation time the employee has actually accrued and accumulated.

Temporary and emergency employees are not eligible to earn vacation leave with pay.

4.2 **Vacation Accrual**: Vacation leave is accrued starting on the employee's first day of employment.

1. First three (3) years (1-36 months) of continuous service: 8 hours per month;
2. Through fifth (5th) year (37-60 months) of continuous service: 10 hours per month; and
3. Through of ninth (9th) year (61-108 months) of continuous service: 12 hours per month.
4. Through fifteenth (15th) year (109-180 months) of continuous service: 13.3 hours per month; and
5. Through fifteenth (15th year) and beyond (181+months) of continuous service: 16.67 hours per month.

Vacation leave for a regular part-time employee is accrued from their employment date at a pro-rated amount.

4.3 Use of Vacation:

Scheduling – The dates and length of time an employee’s use of accumulated vacation leave requires prior approval by the employee’s Director. Employees are expected to plan as far in advance as is practical their request for and use of vacation time and communicate those requests with their supervisor. Any vacations scheduled during the calendar year (and requested over twenty (20) days in advance of the requested time off), shall be scheduled in order of request without regard for seniority. All requests for leave are subject to approval by the Department Director or his designee. If a request is denied, the reason for such denial shall be communicated to the employee in writing.

Maximum Hours – Vacation leave may be used as accumulated. Vacation leave is, however, not available for use until earned and posted to the employee’s accrued vacation leave following the end of the current pay period. As of December 31, of each year, no employee will be permitted to have an accumulated amount of accrued vacation leave in excess of two hundred sixty (240) hours. Any accrued vacation leave in excess of 240 hours will be forfeited. Employees are expected to responsibly manage their vacation leave balance to avoid shortfalls and excesses.

Vacation accruals during months when an employee works less than the standard workweek will be prorated based on the number of hours actually worked.

4.4 **<u>Vacation Payoff at Termination</u>**: A terminating employee is paid for accrued and accumulated vacation leave (to a maximum of 240 hours) at the rate of pay in effect at the time of separation. However, no employee shall lose accumulated leave time because their request for leave has been denied, unless reasonable opportunities for leave have been refused by the employee.

4.5 **<u>Effect of Extended Military or Other Leave of Absence</u>**: An employee who is granted a military or other leave of absence exceeding one hundred and eighty (180) calendar days may request payment for accumulated vacation leave that remains on their record. An employee may also request payment for any accrued vacation as of the date the employee's military leave commences.

4.6 **<u>Vacation Cash-Out and Required Vacation</u>**: An employee may, once each calendar year, request and receive payment in exchange for accrued vacation leave. The maximum number of vacation hours that may be exchanged is forty (40) hours. An employee who requests a cash payment for up to forty (40) hours of vacation leave does not need to provide justification. However, the employee is required to take the equivalent of at least one (l) week of actual vacation/rest time each calendar year. In addition, the utilization of this benefit may not draw down the employee's vacation below forty (40) hours.

ARTICLE 5 SICK LEAVE

5.1 **<u>Use of Sick Leave</u>**: An employee is authorized to use sick leave for the following reasons:

l. An absence resulting from the employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of mental or physical illness, injury, or health condition; or an employee's need for preventative medical care.

2. To provide care for a family member with a mental or physical illness, injury, or health conditions; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or

3. When an employee's place of business has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason, or when the employee’s place of business or child’s school has been closed due to a declaration of emergency.

4. For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

Definitions for the purpose of this policy are:

"Family member" means any of the following:

a. A child including biological, adopted, or foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is de facto parent regardless of age or dependency status, and any person who has an expectation of care of the employee.

b. A biological, adoptive, de facto, or foster parent, stepparent or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

c. Spouse;

d. Registered domestic partner;

e. A grandparent;

f. A grandchild; or

g. A sibling.

1. "Serious health condition" as defined by the U.S. Department of Labor means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider;

2. "Sick leave" means time allowed to an employee for one of the uses outlined in Section 7.01. Other paid time off (i.e., vacation, and compensatory time) can be substituted for sick leave if the employee chooses and provisions of the use as defined in 4.3 are followed; and Chapter 11 - Family and Medical Leave Policy describes other conditions under which leave may be requested for the employee's own health condition or to care for a family member.

Request - An employee requesting sick leave must inform their immediate supervisor or Department Director no later than fifteen (15) minutes after (sooner if possible) the employee is scheduled to begin work if the leave is unplanned, and if possible, ten (10) days in advance if the leave is scheduled. Advance notice is essential in cases where replacement employees or rescheduling is necessary as a result of planned absences. The employee's immediate supervisor approves the sick leave on the timesheet and other applicable leave requesting form that may be used in the department/City. Accrued sick leave must be used in increments of at least 15 minutes. Sick leave with pay is not allowed unless the employee has met and complied with the provisions of this Personnel Policy.

Activities Incompatible with Sick Leave - Any employee who is absent after requesting sick leave or who is on leave as provided by this Chapter or Chapter 10 (Other Leaves of Absence) may not engage in work or other activities that are in conflict with the reasons given by the employee for being on sick leave. While on sick leave, an employee must not engage in any activity that would hamper their ability to return to work. •

Abuse of Sick Leave - The abuse of sick leave privileges may result in disciplinary action against an employee.

Verification - If the employee is absent three (3) or more days, the employee's immediate supervisor, Department Director, or the City Manager may require verification that an employee's use of paid sick leave is for an authorized purpose. The employee must provide verification within a reasonable time period during or after the leave. A verification must be appropriate to the circumstances. However, an employee need not incur unreasonable burden or expense in order to comply with a verification request. A reasonable time period for an employee to verify that their use of paid sick leave is for an authorized purpose will generally be no longer than 14 days from the verification request.

5.2 **Eligibility**: Regular , regular part-time, and trial service employees, temporary/seasonal employees and emergency employees are eligible to accrue and use sick leave.

5.3 **Accrual and Carry Over**: Regular employees accrue sick leave at the rate of eight (8) hours for each full calendar month of service beginning with the date of employment. Regular part-time employees accrue sick leave in proportion to the number of hours worked per week. Sick leave accruals during months when an employee works less than the standard workweek is prorated based on the number of hours actually worked. Sick leave may be used after the first month of employment and is based on an employee's current balance of accumulated sick leave hours.

An employee may carry over from calendar year to calendar year no more than 960 hours of accumulated sick leave.

5.4 **Accumulation and Sick Leave Benefit upon Separation**. Upon resignation after completing at least 10 (10) years of continuous service, death, or retirement through the Department of Retirement System an employee or their estate/beneficiaries shall be paid for 25% of a maximum of 960 hours of their accumulated sick leave.

5.5 **Sick Leave Usage**. Sick leave may be used as approved by the employee's immediate supervisor, Department Director, or the City Manager. Pay for approved sick leave is authorized until an employee's accumulated total of sick leave hours has been exhausted.

5.6 **Workers' Compensation and Disability Payments**. All regular full-time employees will be covered by State Worker's Compensation or some program with equal or better benefits. Any employee who is eligible for time off because of an on-the-job injury shall be compensated with their accumulated sick leave. Any State Industrial benefit received by the employee shall be endorsed to the City. Upon receipt of this compensation by the City, the employee shall be credited with sick leave on a pro-rata basis of the State Industrial benefit to the original amount of sick leave taken. Sick leave benefits shall be limited to that amount which the employee has accumulated.

ARTICLE 6 OTHER LEAVES OF ABSENCE

Note: All leave provided in this chapter, if taken for purposes covered by the Family and Medical Leave Act, run concurrently with FMLA and apply toward an employee's 12-week entitlement, unless otherwise indicated.

6.1 **Authorized Leave of Absence without Pay**: A leave of absence is not a right, but a privilege. Leaves of absence, other than those that qualify as family or medical leave may be granted without pay in cases of emergency and when a leave of absence would not be contrary to the best interests of the City. A leave of absence is granted only upon written request by an employee who presents the reason for the leave. Approval will be made in writing according to the following provisions:

1. A request for a leave of absence without pay for one (1) week or less may be granted by the Department Director, depending on the merit of the individual case;

2. A request for a leave of absence without pay in excess of one (1) week may be granted by a Department Director with the approval of the City Manager, depending on the merit of the individual case; and

3. A leave of absence, without pay, longer than one week, requires that accrued vacation leave be used first. A leave of absence may not exceed twelve (12) consecutive months. Failure to return at the end of the agreed-upon length of leave may be considered abandonment of one's position and grounds for termination. Such leave of absence, or extension, shall be in writing with a copy to the Union. Employees granted a leave of absence in accordance with this provision shall not acquire seniority during the leave, provided, when the leave is for thirty (30) calendar days or less, no loss of seniority shall occur.

6.2 **Bereavement Leave**: In the event of the death of an employee's immediate family member, time off with pay for the employee's regular scheduled workday, will be granted to regular full-time employees. The phrase "immediate family" for the purpose of this bereavement policy includes the employee's spouse, registered domestic partner, children, parent, parent-in-law, brother/sister, brother/sister-in-law, grandparent, grandchildren, and equivalent step relatives. "Extended family" for the purpose of this bereavement policy includes the aunts, uncles, nieces, nephews or cousins of the employee, employee's spouse.

For immediate family members, twenty-four (24) consecutive work hours off with pay, per occurrence, will be approved to attend and/or make arrangements for the funeral or memorial service. For an extended family member, eight (8) consecutive work hours off with pay, per occurrence, will be approved to attend the funeral or memorial service.

An additional sixteen (16) consecutive work hours off with pay will be approved for travel from the employee's home to the funeral or memorial service if the travel exceeds one hundred-fifty (150) miles each way.

Nothing in this section precludes an employee from utilizing approved vacation, comp time or holiday-in-lieu time in conjunction with bereavement leave. Said leave to be approved by the Department Director.

6.3 **Military Leave of Absence**: Military leave is granted according to the provisions of Federal and State law which provide for unpaid leave for employees required to fill an obligation as a member of the Armed Forces Reserves. Whenever possible, the employee making a request for a military leave of absence will notify an immediate supervisor of the request ten (l 0) working days before the beginning date of the leave of absence. Any regular full-time employee who is absent from work to serve on an active military reserve unit shall be granted a leave of absence with pay for a total period as established by RCW (currently the calendar defined by statue is October 1 to September 30). It is the intent of this section that it conforms with Section 38.40.060

of the Revised Code of Washington and applicable federal law.

6.4 **Maternity Leave of Absence**: Maternity leave is leave granted an employee for the period of disability related to pregnancy and childbirth. The time taken as maternity leave is considered an off-the-job disability until the employee's physician releases her for work. Maternity leave is in addition to the provisions of leave as outlined in Chapter 11 of the Personnel Policy Manual - Family and Medical Leave.

6.5 **Subpoena**:

Related to Employment - An employee who is subpoenaed to appear in court as a witness in a matter arising from their job-related duties with the City is granted leave with pay when the employee appears during their workday. Compensation received by the employee for witness or subpoena fees, and for mileage when traveling in a City-owned vehicle is remitted to the City. Compensation for mileage, when traveling in a private vehicle, is retained by the employee.

Not Related to Employment - If an employee is subpoenaed to appear in court as a witness in a matter not arising from their job-related duties with the City, they will use accumulated leave and provide a copy of the subpoena to their immediate supervisor. Compensation for witness or subpoena fees, mileage, and subsistence is retained by the employee.

6.6 **Jury Duty**: A regular employee required to report for jury duty during the employee's workday is granted leave with pay. The employee receives full pay from the City for the time served on the jury up to a maximum of two (2) weeks or until released, provided the employee remits to the City all fees for jury duty as soon as the duty fees are received. Compensation for mileage when the employee uses their own vehicle, and the subsistence allowance is not to be considered as fees and are retained by the employee.

Notice - Before a regular employee can be granted leave with pay for jury duty, the employee must give their immediate supervisor a copy of the summons to serve on a jury.

If a regular employee is serving jury duty when they are off duty or using vacation or personal leave, all fees, mileage, and subsistence allowances are retained by the employee.

ARTICLE 7 FAMILY AND MEDICAL LEAVE POLICY

7.1 **Policy Statement**: In accordance with the Federal Family and Medical Leave Act (FMLA), the City grants job-protected, unpaid family and medical leave to eligible employees for up to twelve (12) weeks per year for any of the following reasons:

1. The birth of and care for a newborn child, or the placement of a child with an employee in the case of adoption or foster care. Leave for these reasons will expire at the end of the 12-month period beginning on the date of such birth or placement;

2. In order to care for an immediate family member (spouse, child, or parent) if that family member has a serious health condition; and

3. An employee's own serious health condition that makes the employee unable to

perform the essential function(s) of their position.

7.2 Definitions:

Twelve-Month Period - A rolling twelve-month period measured backward from the date family and medical leave is taken. The period continues with each additional family and medical leave day taken.

Spouse - Either member of a legally married or registered domestic partner. If both spouses work for the City, they are entitled to a combined total of 12 weeks of leave if the leave is taken for the birth of a child, the placement of a child for adoption or foster care, or to care for a sick parent. If each spouse uses a portion of the 12 weeks of leave for the purposes specified above, each would be entitled to the difference between the amount they had taken and 12 weeks of FMLA leave for a different purpose. Example, if each spouse took 6 weeks of leave as a result of the birth of a child, each could use an additional 6 weeks due to his or her own serious health condition.

Child - A person younger than eighteen (18) years of age, or a person older than eighteen (18) years of age and incapable of self-care due to a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility. A "child" includes a biological, adopted, foster, or stepchild. Serious Health Condition - A serious health condition is an illness, injury, impairment, or a physical or mental condition involving inpatient care or continuing treatment by a health provider. Continuing treatment involves:

1. A period of incapacity of more than three (3) consecutive calendar days (not working days) and subsequent treatment including either two visits to a health care provider or one visit followed by continuing treatment under the health care provider's supervision;

2. A period of incapacity due to pregnancy or for prenatal care;

3. Treatment for chronic serious health conditions such as asthma and diabetes which (1) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (2) continues over an extended period of time (including recurring episodes of a single underlying condition); and (3) may cause episodic rather than a continuing period of incapacity; and

4. Treatments for serious conditions such as cancer that may not be incapacitating but without treatments would result in a period of incapacity of more than three (3) consecutive days.

Health Care Provider - Any health care provider that is recognized by the City or accepted by the City's group health plan. This may include physicians, dentists, clinical psychologists, optometrists, and chiropractors, nurse practitioners, nurse midwives and clinical social workers.

7.3 Eligibility for Leave: To be eligible for family and medical leave, an employee must have been employed by the City for at least twelve (12) months. Employees must have worked 1,250 hours during the 12 months prior to the commencement of leave. Vacation, personal leave, sick leave, or unpaid leave are not included in the 1,250-hour calculation.

7.4 Intermittent or Reduced Leave: An employee may take FMLA leave on an intermittent basis (a few days or few hours at a time) or on a reduced leave schedule as a result of the birth of a child and for the placement of a child for adoption or foster care if the City and the employee agree to such a schedule.

Leave for a serious health condition may also be taken intermittently or on a reduced leave schedule when medically necessary. A "medically necessary" leave is one that involves a medical need for the leave and that can best treat the need through an intermittent or reduced leave schedule. The City may request certification from the health care provider of the employee or family member of the medical necessity of the intermittent leave schedule and the expected duration. Employees are required to schedule intermittent leave that is foreseeable, so as not to unduly disrupt the City's operations and so the City can assign employees temporarily to alternative positions with equivalent pay and benefits that better accommodate such recurring periods of intermittent leave.

For regular part-time employees and employees who work variable hours, the FMLA entitlement will be calculated on a prorated basis. A weekly average of the employee's hours worked over the twelve-week period before the beginning of the family and medical leave will be used for calculating the employee's normal workweek.

7.5 Substitution of Paid Leave: After an employee on FMLA leave has exhausted their accumulated vacation or sick leave, the remainder of the FMLA leave will be unpaid leave so that the total of paid and unpaid leave equals twelve (12) weeks.

An employee who incurs a work-related illness or injury may be eligible to receive worker's compensation benefits. Any time off due to work-related illness or injury will count toward the employee's FMLA benefit.

The FMLA Act does not allow for the substitution of compensatory time for unpaid FMLA leave.

7.6 Designating Leave as FMLA Leave: The City has the authority to designate before leave starts, whether any paid leave to be taken counts towards an employee's FMLA leave entitlement and will notify the employee immediately upon learning that it qualifies as FMLA leave. The initial notification to the employee may be oral but will be confirmed in writing by the next regular payday. The City's designation is based upon information obtained from the employee or the employee's spokesperson (e.g., spouse, parent, physician, etc. if the employee is incapacitated). The employee must provide enough information to enable the City to make a determination, if not; the City may make a tentative designation until further inquiry is made to obtain the additional information.

7.7 Employee Notice Requirements: An employee must provide the City with at least thirty (30) days advance notice before FMLA leave is to begin if the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition. Failure to provide the notice will give the City the right to delay the taking of leave until at least thirty (30) days after the date the employee provides notice to the City of the need for FMLA leave. If thirty (30) days' notice cannot be provided, notice must be given as soon as practicable. Verbal notification should be provided within one or two business days of when the need for leave becomes known to the employee. When planning medical treatment, the employee will consult with the City and make a reasonable effort to schedule the leave so as not to "unduly disrupt the City's operations, subject to the approval of the health care provider."

Medical Certification - If the employee's leave is to care for the employee's seriously ill spouse, child, or parent or due to the employee's own serious health condition, the request must be supported by a certification issued by the health care provider of the employee or the employee's ill family member. When the leave is foreseeable and at least 30 days' notice has been provided, the medical certification should be provided before the leave begins. The City will allow at least 15 calendar days for the employee to comply with the request for medical certification. Medical certification forms will be made available by the Human Resources office.

Second Opinion - The City may require a second medical opinion (at the City's expense). Pending receipt of the second opinion, the employee is provisionally granted leave. The City may also request periodic reports on the employee's status and intent to return to work, or a fitness-for-duty report from the employee's attending physician advising when the employee can return to work.

If the opinions of the employee's and the City's designated health care providers differ, the City may require a third opinion (at the City's expense). The third health care provider will be designated or approved jointly by both the employee and the City. The third opinion is final and binding. The City will reimburse an employee or family member for any reasonable travel expenses incurred to obtain the second and third opinions.

Confidentiality - All documentation related to the employee's or family member's medical condition is held in strict confidence and maintained in the employee's confidential medical file in the Human Resources office.

7.8 Payment of AWC Health Premiums: The City will maintain (including the continuation of paying the City's share of the premiums) the AWC health insurance coverage for an employee's FMLA leave period whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. Any portion of group health plan premiums which the employee has paid before starting an FMLA leave must continue to be paid by the employee during the leave. Any changes to premium rates and levels of coverage or other conditions of the plan that apply to other active employees also apply to eligible employees on FMLA leave. The City will give advance written notice to employees of the terms for payment of premiums during FMLA leave. If FMLA leave is unpaid, the City requires that payment of the employee's portion of the payment of health benefit premiums be made by the employee to the City. Payment is required at the same time as if it would be made by payroll deduction.

The City's obligation to maintain AWC health benefits ends after a premium payment is more than 30 days late. The City will provide 15 days' notice that coverage will cease if the employee's premium is more than 30 days late. If coverage should lapse while the employee is on FMLA leave, they will be restored to equivalent coverage upon return to work and will not be required to meet any qualification requirements imposed by the health care plan such as preexisting waiting periods or passing a medical exam to obtain coverage.

Failure to Return to Work - The City may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee if the employee fails to return to work at the end of leave. The only exception is where the employee does not return due to the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member or "other circumstances beyond the employee's control."

7.9 Rights upon Return to Work: When an employee returns from an FMLA leave, they will be restored to the same or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The Family Medical Leave Act does not require the City to place a returning employee in the same position. If a position in which an employee is placed is equivalent, the employee has no right to be restored to the original job. The employee's restoration rights are the same as they would have been if the employee had not been on FMLA leave. For example, if the employee's position would have been eliminated, or if the employee would have been terminated, the employee does not have the right to be reinstated upon return from FMLA leave.

Seniority - An employee is not entitled to seniority or benefit accruals during periods of unpaid family and medical leave. However, an employee does not lose seniority or benefits accrued prior to family and medical leave.

Early Return - Since an employee may only be required to take FMLA leave for reasons that qualify and may not be required to take more leave than necessary, the employee may be promptly restored if the employee requests reinstatement earlier than originally scheduled, but where foreseeable, should give the City reasonable advance notice, generally at least two working days.

Request for Extension - An employee should give reasonable notice to the City of the need for an extension, and provide updated medical ce11ification, if appropriate, if less than the 12 weeks of FMLA leave has been used.

Failure to Return to Work - An employee who does not (or is unable to) return to work after exhausting the 12 weeks is no longer protected by FMLA. If the employee is able to return at some time after the 12-week FMLA leave has expired, the employee may be reinstated to the employee's same or similar position, if available, in accordance with applicable laws. If the employee's same or similar position is not available, the employee may be terminated.

Paid Family Medical Leave – An employee may be eligible for Washington’s Paid Family Medical Leave in addition to FMLA. The employee should work with Human Resources to determine eligibility for this leave as soon as the employee becomes aware of a serious health condition prevents them from working. PFML may be used for the employees own serous health condition, or to care for a family member with a serious health condition, or bond with a new baby or child in your family, or spend time with a family member who is about to be deployed overseas or is returning from overseas deployment.

ARTICLE 8 SHARED LEAVE POLICY

8.1 **Policy Statement**: The purpose of shared leave is to permit City employees to come to the aid of a fellow City employee who is suffering from or has an immediate family member suffering from an extraordinary medical emergency. The severity of the emergency would cause the employee to take leave without pay or to terminate employment without shared leave. Shared leave may be donated to an employee who is taking FMLA leave to enable the employee out on FMLA leave to continue to be paid during their absence. Application of shared leave will not affect the duration of that employee's 12-week entitlement.

8.2 **Eligibility Criteria**: The Human Resources Assistant or designee, with the City Manager's approval, permits an employee to receive shared leave if:

1. The employee suffers, or has an immediate family member suffering from, an illness, injury, impairment, physical or mental condition which is of an extraordinary or severe nature and which would otherwise cause, or be likely to cause, the employee to go on a leave without pay or terminate employment with the City;

   For the employee to receive donated leave the employee must first exhaust the entire employee's own accumulated compensatory, sick leave, and vacation.

2. Prior to the use of shared leave, the employee has abided by the City's sick leave policy;

   The employee has diligently pursued and is found to be ineligible for worker's compensation insurance benefits and/or Washington Paid Family Leave

3. The use of shared leave will not significantly increase the City's costs, except for those costs which would otherwise be incurred in the administration of this program or which would otherwise be incurred by the employee's department; and

4. The employee provides appropriate medical justification and documentation both of the necessity for the leave and the length of time which the employee reasonably can be expected to be absent due to the condition.

8.3 **Amount of Leave Received**: The Human Resources Assistant, with the City Manager's concurrence, verifies the amount of shared leave, if any, the employee needs to receive per the guidelines below:

1. An employee may not receive more than six (6) months of shared leave per occurrence; and;

2. To the extent possible, shared leave is to be used in a consecutive and continuous basis.

8.4 **Transfer Process**: Employees may request the approval of the transfer of a specified amount of vacation leave, sick leave, or compensatory time to a leave bank for the benefit of an employee who is authorized to receive shared leave as provided therein.

1. To be eligible to donate vacation or sick leave, an employee must have a minimum accrued balance of forty (40) hours of vacation or sick leave. Accrued compensatory time may also be donated. All transferred leave will be in increments of one (1) hour and is voluntary;

2. While on shared leave, an employee continues to be classified as a City employee and is eligible for all compensation (salary and benefits) they would be otherwise

receiving if using paid leave;

3. The employee's total compensation, including self-insured workers compensation insurance, may not exceed the compensation the employee would have received while in regular paid status; and

4. For those employees who prefer to donate or receive shared leave in confidence, every effort will be made to respect the individual's privacy.

8.5 **"Value" of Leave**: Shared leave will be transferred on an hour-for-hour basis.

1. Shared leave will be converted to sick leave for the recipient.

2. The Finance Office is responsible for transferring the donated hours to the leave balances of shared leave recipients. Records will be maintained in the event any unused leave time is returned at a later date; and

3. Unused leave will be returned to donating employees on an equal basis. The Human Resources office determines when shared leave is no longer needed.

8.6 **Monitoring**: The Human Resources office will monitor the use of shared leave to ensure equal treatment of all City employees. Inappropriate use may result in the cancellation of donated or unused shared leave.

An employee currently receiving shared leave who leaves City service is not paid for the remaining balances of any donated and unused shared leave.

ARTICLE 9 TERMINATION OF EMPLOYMENT

9.1 Upon termination of employment for any reason, all regular full-time and regular part-time employees shall receive severance pay for:

9.1.1 accrued and unused vacations as provided for in Article 4.4 of this agreement (if applicable);

9.1.2 overtime for which pay has been authorized;

9.1.3 pro-rata longevity pay, where applicable.

9.1.4 sick leave cash-out as provided for in Article 5.4 of this agreement (if applicable).

9.2 In case of death of an employee, such compensation shall be made to the next of kin of the deceased in accordance with state statute (RCW, Title 11).

ARTICLE 10 DISCIPLINE - DISCHARGE-SUSPENSION - WRITTEN WARNING NOTICE

10.1 The Employer shall not discharge, demote, or suspend any employee without just cause. The Employer retains the right to discharge new employees at will during or at the end of the designated probationary period and the discharge shall not be subject to further recourse under this

Agreement.

10.2 **Progressive Discipline**: Whenever poor work performance or improper conduct occurs, generally a gradual increase in the level of disciplinary action will be initiated with the object of correcting the problem(s). Often counseling and verbal warnings will accomplish the objective, but in certain situations, written warning(s), reprimand(s), suspension, demotion, or discharge may be required. When deciding the degree of disciplinary action, the Employer will assess the circumstances surrounding the incident(s), the severity of the offense, and the past conduct of the employee.

10.2.1 At the time of issuance, and prior to placement in personnel records, the employee shall be given the opportunity to read, sign and answer all written warning notices. The employee's signature shall not signify an admission of guilt or concurrence to the change but shall be requested to indicate the employee comprehends the gravity of the disciplinary action.

10.3 If a written reprimand is to be issued, the employee shall be informed by his supervisor of the impending action, and a meeting shall be scheduled within seven (7) calendar days to explain the grounds for discipline. At said meeting, the employee shall have the right to be accompanied by a representative and afforded the opportunity to present information and/or ask questions.

10.3.1 Upon issuance of a reprimand, a copy shall be provided to the employee. The employee shall have the right to appeal and/or submit a written answer to any and all charges within seven (7) calendar days. Any written answer shall be made a part of the reprimand and the employee, and the supervisor shall sign both documents. Said signatures do not signify admission or concurrence, but merely acknowledgment.

10.3.2 A written reprimand may be appealed in accordance with Article 11 – Grievance Procedure of this Agreement.

10.4 In the event an employee is to be suspended, demoted, or discharged, a written notice of such action, and the reasons, therefore, shall be provided to the employee and the Union Business Representative. Such notice shall be given no later than twenty-four (24) hours prior to the effective date of suspension, demotion, or discharge. Any such disciplinary action(s) may be appealed through the Grievance Procedure of this Agreement. Appeals shall be made in writing to the Employer within ten (10) calendar days of the employee's receipt of the Employer's original notice. If no appeal is submitted within the designated time period, the Employer's action will be deemed justified and conclusive.

ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE

11.1 **Policy**: The parties recognize that the most effective accomplishment of the work of the Employer requires prompt consideration and equitable adjustments of the employee grievances. It is the desire of the parties to adjust grievances informally whenever possible, and both supervisors and employees are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which can be resolved only after a formal review. Accordingly, the following procedure is hereby established in order that grievances of employees covered by this Agreement may be resolved as fairly and expeditiously as possible.

11.2 "Grievance" as used herein shall mean any dispute involving the interpretation or application of the provisions of this Agreement.

11.3 **<u>Procedure</u>**: The following procedure is established to resolve grievances provided, however, that any member of the bargaining unit, at any time, may present his grievance to the City in accord with R.C.W. 41.56.080.

11.3.1 Step 1: An employee having a concern which he feels could be a grievance shall bring up and discuss the matter within fourteen (14) calendar days of the date that the incident being grieved occurred, or it shall be deemed waived. The employee shall first (1st) discuss the matter with his/her immediate supervisor, to provide an opportunity for clarification and/or appropriate adjustment consistent with the terms of this Agreement. The supervisor shall make every effort to resolve the grievance within fourteen (14) calendar days from the date the grievance is raised by the employee. The employee shall have the option of being accompanied by a Union Representative if he/she feels it is necessary.

11.3.2 Step 2: If the grievance is not resolved with the decision of the employee's supervisor in Step I, then the Union and the employee within fourteen (14) calendar days after the supervisor's decision shall discuss the matter with his/her department head in an attempt to resolve the grievance. The department head shall make every effort to resolve the grievance within fourteen (14) calendar days from the date the grievance is submitted to the department head.

11.3.3 Step 3: If the grievance is not resolved with the decision of the appropriate department head, then within fourteen (14) calendar days of the department head's determination the grievance shall be reduced to writing and submitted to the City Manager. The written grievance shall include the reasons why the employee or Union believes the department head's interpretation and/or application of the Agreement are incorrect and the proposed resolution of the grievance. The Union and the City Manager shall attempt to resolve the grievance within fourteen (14) calendar days after the grievance is submitted to the City Manager.

11.3.4 Step 4: If the dispute is not resolved under one of the above steps, then the matter may, within fourteen (14) calendar days, be referred by either party to arbitration. There shall be no withholding by either side of known facts or evidence relating to a grievance prior to arbitration. Such withholding shall result in said facts and/or evidence not being admissible in arbitration.

Upon demand for arbitration, both parties shall immediately petition the Public Employment Relations Commission (PERC) for the names of seven (7) arbitrators and within seven (7) calendar days from receipt of the list, the two (2) parties shall select one (1) name from it by alternatively crossing off a name until one (1) remains, with the grieving party striking first. This process for selecting an arbitrator need not be followed if both parties agree on any person as impartial arbitrator.

The panel member assigned to a grievance shall meet without delay with the parties and the grievant and attempt to mediate/conciliate the dispute. If an agreement is reached, it shall be reduced to writing, shall be signed by each of the above parties, including the grievant and shall be final and binding.

The arbiter shall not have the power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented; and shall confine his/her decision solely to the interpretation, application, or enforcement of this Agreement. The arbiter shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. The decision of the arbiter shall be final and binding upon the aggrieved employee, Union, and Employer.

Either party has the right to have a representative represent them at any step of the grievance procedure.

11.3.5 The arbitrator's fees and expenses, the cost of any hearing room, shall be borne equally by the Employer and the Union. All other costs and expenses shall be borne by the party incurring them.

11.3.6 Time limits are mandatory but may be extended by mutual agreement. Provided, however, any request for extension must be made before the applicable time limit has expired.

ARTICLE 12 WORKING CONDITIONS AND SAFETY COMMITTEE

12.1 The Employer shall provide laundry service for uniforms which are to be provided for all regular full-time public works employees covered by this Agreement.

12.2 The Employer agrees to make available rain gear (pants, coats, hip boots, and rubber gloves) and winter gear (coats, hats, and gloves) for full-time public works employees and will replace on a fair wear and tear basis. The employee will wear the gear on the job only; the Employer will select the gear.

12.2.1 In addition to the above gear, the employer will provide safety boots for Public Works employees on an as-needed basis, no more than once per calendar year; provided that boots may be purchased more often if the boots are deemed by the Department Director to be no longer serviceable. The annual boot allowance is $200.00. The employee may opt to buy a more expensive pair of boots and pay the difference at the time of the purchase, however Article 12.5 of this contract applies.

12.3 If the City requires uniforms for any position, the City shall provide them at no cost to affected employees. and shall provide uniform cleaning and maintenance as required to maintain clean and serviceable based on exposure to chemicals and to minimize exposure.

12.4 No employee shall be required to provide tools for City work.

12.5 Upon termination of employment with the Employer, all clothing, equipment, and tools provided by the Employer shall remain with the Employer.

12.6 **<u>Safety Committee</u>**: The Employer and the Union agree that it is of mutual interest to establish a Safety Committee responsible for such programming, risk management, injury investigation, recommendations for corrections, and evaluation of work-safety procedures as, from time to time, may be necessary.

12.6.1 The Union agrees that members of the bargaining unit designated by management, or who have been elected by employees of the Employer, shall actively participate in the affairs of the Safety Committee which includes, but is not limited to, the scope of work performed by the bargaining unit.

12.6.2 The Employer agrees that such committee service is important to the well-being of both the employee and the Employer. Toward this end, the Employer will provide time for meetings related to employee safety during regular working hours for all approved meetings.

12.6.3 It is the intent of the Employer to compensate for committee service at regular base pay. Committee service is to take place during regular working hours and no premium or overtime pay shall be made for committee services.

ARTICLE 13 HEALTHCARE BENEFIT PLANS

13.1 **Medical - Employee**: The Employer shall pay, on behalf of the individual regular full-time employees of the bargaining unit, the total health/medical insurance premium for each employee who is enrolled and eligible for coverage. The City will pay 90% of the total premium cost of the plan for the employee and 90 % of their qualified dependents and employees will pay 10% of the premium for their qualified dependents upon ratification.

13.2 Effective January 1, 2025, the Employer will continue to contribute toward the Association of Washington Cities, “Health First 250" or substantially equivalent medical program and Washington Teamsters Welfare Trust Dental Plan A and Washington Teamsters Welfare Trust Vision Plan EXT.

13.3 In the event that the members of the bargaining unit elect to cancel any of the above-cited plans, an amount equal to the resulting premium savings shall be reduced from any portion of the premiums paid by employees. If the employee amount is reduced to nothing ($0), there shall be no other reimbursement or compensation paid employees.

13.4 **Employee Responsibility**: Each employee has been provided a copy of this Agreement and current copies of the benefit description booklets for each of the above cited plans. It is the responsibility of the employee to read this material, to determine when they will become eligible for each benefit. In the event an employee should have a month go by in which they are not compensated for the required number of hours for the Employer to pay their premium, it is the employee's responsibility to make alternate arrangements for premium payment to continue coverage(s).

13.5 **Insurance Carrier Designation**: For the term of this Agreement, the Employer shall maintain participation in the designated Teamster Trusts (i.e., vision and dental), so long as they meet benefit and claim commitments. However, the Employer retains the right to select the insurance carrier for the medical plan, provided benefit levels are not materially reduced or the cost to the employees increased.

ARTICLE 14 WAGE RATES - OTHER PROVISIONS

14.1 The wage rate for the classifications covered by this Agreement shall be as set forth in Appendix "A" attached to this Agreement and made a part of this Agreement by reference.

14.2 Each member of the bargaining unit shall receive longevity pay based upon the schedule contained in Appendix" B" which is made a part of this Agreement by reference.

14.3 **Deferred Compensation**: The City shall offer employees deferred compensation accounts, based on a program/administrator selected by the City. The City shall match employee contributions on a dollar-for-dollar basis, up to a maximum of two percent (2%) of an eligible employee's base pay per pay period.

ARTICLE 15 LIABILITY INSURANCE

15.1 The Employer agrees to provide insurance coverage and/or legal defense services to employees to reasonably protect them from liability lawsuits brought by third (3rd) parties due to acts performed in the line of duty and within the scope of employment. It is understood that said protection does not extend to any dishonest, fraudulent, criminal, or malicious act(s).

ARTICLE 16 UNION ACTIVITY

16.1 **Bulletin Board**: The Employer agrees that employees covered by this agreement may use the Teamsters Union bulletin board already provided for in the non-supervisors contract.

16.2 **Leave for Union Business**: The Steward, without loss of pay, shall be provided time to meet with the City for the purposes of contract negotiations, grievance meetings, or disputes arising from the interpretation of this Agreement. Any such meeting shall take place and be scheduled while the Steward is on duty. A reasonable time shall be given to discuss union business and/or the matters or reasons for the grievance with the affected employee. The City shall allow one (1) employee from each represented group to be released from regularly scheduled hours of work up to an aggregate maximum of twenty-four (24) hours. It is anticipated that negotiations sessions might continue into the employees off duty time without compensation.

ARTICLE 17 ARTICLE 17-MISCELLANEOUS PROVISIONS

17.1 **Medical Exams**: Any physical and/or mental examination(s), except for physicals required for purposes of entrance and applications, State disability requirements and Retirement System requirements, which are required by the Employer, shall be taken on Employer time, and shall be paid by the Employer. If the Employer requires a physical and/or mental examination the employee shall undergo the physical or mental examination by a physician or institution specified by the Employer.

17.2 **Gender**: Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.

ARTICLE 18 PERSONNEL FILES

18.1 **File Access**: An employee or designated representative shall have the right to view material in his personnel file during regular business hours (9:00 A.M. to 5:00 P.M., Monday through Friday). Requests for copies will be honored at a cost often cents ($.10) per copy. The Employer reserves the right to protect the confidentiality of any information which pertains to individuals other than the employee. The Employer may withhold internal investigatory information until such time as such information is used for disciplinary action.

18.2 The Employer will provide an employee with a copy of any derogatory or negative report placed in their personnel file at the time of the action.

ARTICLE 19 RIGHTS OF PARTIES

19.1 **Management**: It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to hire, assign, transfer and promote employees; to demote, suspend, discipline or discharge for just cause; to relieve employees due to lack of work or funds, and to make and enforce reasonable rules and regulations.

19.2 **Union**: The Union does not waive any right the Union has under applicable State Laws including but not limited to the right to require the Employer to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.

ARTICLE 20 CONTINUATION OF WORK

20.1 The Employer and the Union agree that the public interest requires the efficient and uninterrupted performance of all Employer services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with Employer functions by employees under this Agreement and should same occur the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

20.2 Upon notification in writing by the Employer to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the Employer with a copy of such order.

ARTICLE 21 SAVINGS CLAUSE

21.1 It is understood and agreed that all provisions of this Agreement are subject to applicable laws, and if any Article or Section of this Agreement, or any addendums thereto, should be held invalid by operations of law or by any tribunal of competent jurisdiction, or if compliance with law or enforcement of any A1ticle should be restrained by said tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 22 TERM OF AGREEMENT

22.1 This Agreement shall be in full force and effect from and including January 1, 2025, through December 31, 2027 and shall continue in full force and effect from year to year thereafter, unless written notice of desire to change or terminate the agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

SIGNED FOR THE CITY:

____
City Manager

____
Date

ATTEST:

____
City Clerk

____
Date

SIGNED FOR THE UNION:

____
Secretary Treasurer

____
Date

APPENDIX "A" – CLASSIFICATION & WAGE RATES

FLSA Exempt Supervisors - Teamsters: Effective Upon Ratification 2025 - 2% COLA (non-retroactive) Effective January 1, 2026 - 2% Wage Increase Effective January 1, 2027 - 2% Wage Increase							
Class Title	5% increments						
	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Public Works Supervisor	6,149	6,456	6,779	7,118	7,474	7,848	8,240

Effective the date of ratification of this Agreement, bargaining unit members shall be moved one step higher than their step as of January 1, 2025. Subsequent step increases shall be effective the first full pay period of January 2026 and January 2027.

APPENDIX "B" – INCENTIVE PLANS

LONGEVITY PAY PLAN

1.B.1 Longevity Pay: Each regular full-time member of the bargaining unit shall receive longevity pay based upon the schedule listed in this Article.

2nd through 5th year of service	$20.00 per month,	$240.00 per year
6th through 10th year of service	$70.00 per month,	$840.00 per year
11th year of service and thereafter	$170.00 per month,	$2,040.00 per year

Regular part-time employees who are employed on a continuing, regular basis without a break in employment shall receive longevity pay on a proportionate basis of hours worked per the appropriate schedule provided above.

Longevity shall be paid in a lump sum on the fifteenth (15th) of December of each year.

INTERPRETER PAY

1.B.2 Interpreter: Employees shall receive interpreter pay of 2.50% of their base wage per month. Employees must pass a proficiency test administered by the City or their designee to qualify. This pay premium shall not be used in calculation of overtime compensation. Interpreter pay will be provided as long as the City determines there is a need for the skill.

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-024

Meeting Date:	April 14, 2025
Subject:	FBI Task Force Memorandum of Understanding
Attachments:	Resolution 2025-19; FBI Task Force MOU; FBI Task Force Cost Reimbursement Agreement
Presented by:	Joseph Mehline, Public Safety Director of Police & Fire
Approved for Agenda by:	Dan Ford, City Manager

Discussion:

The FBI Task Force memorandum of understanding allows the City of Toppenish Publics Safety Division of Police and Fire (TPD) to assign an officer to participate in the Southeast Washington Safe Streets Task Force (SSFT), a collaboration led by the Federal Bureau of Investigation (FBI)

The SSFT focuses on identifying and dismantling violent criminal enterprises involved in drug trafficking, gang activity, money laundering, and other major crimes affecting public safety throughout the region. Participation in the task force will strengthen interagency collaboration, improve resource sharing, and provide the department with access to enhanced investigative tools and support. Our assigned officers will participate on a part-time basis, splitting their time between detective duties and SSTF responsibilities.

Fiscal Impact: None; Salary expenses will be reimbursed

Recommendation: Approve Resolution 2025-19, authorizing the city manager to sign the MOU with the FBI Southeast Washington Safe Streets Task Force and the Cost Reimbursement Agreement.

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

RESOLUTION 2025-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON APPROVING THE MEMORANDUM OF UNDERSTANDING AND THE COST REIMBURSEMENT BETWEEN THE FEDERAL BUREAU OF INVESTIGATIONS SOUTHEAST WASHINGTON SAFE STREETS TASK FORCE AND THE CITY OF TOPPENISH PUBLIC SAFETY DIVISION OF POLICE AND FIRE

WHEREAS, the City of Toppenish Public Safety Division of Police and Fire (TPD) desires to partner with the Federal Bureau of Investigations Southeast Washington Safe Streets Task Force (FBI Task Force) to assign an officer to participate in the FBI Task Force; and

WHEREAS, the City of Toppenish Public Safety Division of Police and Fire wants to enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders while reducing the cost to the City of Toppenish citizens, and

WHEREAS, the purpose is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robber and violent street gangs to keep our community safe, and

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

The attached Federal Bureau of Investigation Southeast Washington Safe Streets Task Force MOU and Cost Reimbursement Agreement between the City of Toppenish Public Safety Division of Police and Fire is approved, and the City Manager is authorized and directed to execute said agreements 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 the 14th day of April, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

FEDERAL BUREAU OF INVESTIGATION
SOUTHEAST WASHINGTON SAFE STREETS TASK FORCE
MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Toppenish Police Department (participating agency) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of Southeast Washington Safe Streets Task Force (SSTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

SUPERVISION AND CONTROL

A. **Supervision**

5. Overall management of the SSTF shall be the shared responsibility of the participating agency heads and/or their designees.

6. The Special Agent in Charge (SAC) of the FBI Seattle Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the SSTF. The SSTF Supervisor may designate a Special Agent to serve as the SSTF Coordinator. Either the SSTF Supervisor or the SSTF Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSTF.

7. Conduct undertaken outside the scope of an individual's SSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSTF Supervisor or SSTF Coordinator.

8. SSTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the SSTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.

9. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.

10. All SSTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Investigations and Operations Guide (DIOG).

11. SSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.

12. Continued assignment of personnel to the SSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSTF Supervisor will also retain discretion to remove any individual from the SSTF.

B. **Case Assignments**

13. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

14. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSTF Supervisor.

15. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.

16. SSTF personnel will have equal responsibility for each case assigned. SSTF personnel will be responsible for complete investigation from predication to resolution.

C. **Resource Control**

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. **Investigative Exclusivity**

18. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.

19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSTF investigations or areas of concern as described in paragraph 4. All law enforcement actions will be coordinated and cooperatively carried out.

20. SSTF investigative leads outside of the geographic areas of responsibility for FBI Seattle Division will be communicated to other FBI offices for appropriate investigation.

B. **Confidential Human Sources**

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSTF personnel will be limited to those situations where it is essential to the effective performance of the SSTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.

22. Non-FBI SSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSTF. No documents or information

which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

23. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

24. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

25. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed upon location.

C. **Reports and Records**

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.

27. SSTF reports prepared in cases assigned to SSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.

28. Records and reports generated in SSTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.

29. SSTF investigative records maintained at the Seattle Field Office of the FBI will be available to all SSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.

30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SSTF personnel.

31. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSTF Supervisor approval.

32. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

INFORMATION SHARING

33. Records or reports created or obtained by the SWSSTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of FBI. If such records are shared outside of the SWSSTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the Toppenish Police Department receives a request pursuant to Washington's public records statute, Washington statute, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose SWSSTF, the Toppenish Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.

34. No information possessed by the FBI, to include information derived from informal communications between SSTF personnel and FBI employees not assigned to the SSTF, may be disseminated by SSTF personnel to non-SSTF personnel without the approval of the SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.

35. The Parties acknowledge that this MOU may provide SSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

36. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

37. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

38. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

39. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

40. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations and policies governing each party.

PROSECUTIONS

41. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

42. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.

43. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

44. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

45. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law

enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

46. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

47. All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES[1]

48. The parent agency of each individual assigned to the SSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.

49. The parent agency of each individual assigned to the SSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.[2]

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

[1] Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

[2] Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal", "non-lethal", "non-deadly", and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than-Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

50. SSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

51. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 U.S.C. authority (via the United States Marshals Service) and Title 21 U.S.C. authority (via the FBI, to participate in federal drug investigations). The FBI will secure the required deputation authorization(s). The deputation(s) should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.

52. Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

53. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the SSTF must be federally deputized under Title 18. They must also be deputized under Title 21 to participate in federal drug investigations. The FBI may likewise require federal LEOs who serve on the SSTF to be deputized while assigned to the SSTF. The FBI will secure the required authorization for deputations, as needed.

54. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the SSTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

VEHICLES

55. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official SSTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency SSTF personnel will require the execution of a separate Vehicle Use Agreement.

56. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.

57. Neither the FBI nor the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by SWSSTF personnel while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the SWSSTF.

58. To the extent permitted by applicable law, Toppenish Police Department agrees to hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by SWSSTF personnel which is outside the scope of their official duties and assignments.

SALARY/OVERTIME COMPENSATION

59. The FBI and each participating agency remain responsible for all personnel costs for their SSTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 60 below.

60. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred as a result of SSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and the participating agencies for full-time employee(s) assigned to SSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

61. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

FUNDING

62. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

63. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.

64. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSTF investigations may be equitably shared with the agencies participating in the SSTF.

DISPUTE RESOLUTION

65. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.

66. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

67. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

68. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO SSTF AND SECURITY CLEARANCES

69. If a participating agency candidate for the SSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

70. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the SSTF, the participating agency will be so advised and a request will be made for another candidate.

71. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

72. Before receiving unescorted access to FBI space identified as an open storage facility, SSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.

73. Upon departure from the SSTF, each individual whose assignment to the SSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

74. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSTF.

75. Each party agrees to notify the other in the event of receipt of a civil claim arising from the SSTF. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from the operational relationship. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

76. COMMON LAW TORT CLAIMS

A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.

B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of SSTF activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).

C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(l), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.

D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3)."

77. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Seattle Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSTF personnel.

78. Liability for any conduct by SWSSTF personnel undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the SWSSTF shall not be the responsibility of the FBI or the United States.

DURATION

79. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

80. Any participating agency may withdraw from the SSTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.

81. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

MODIFICATIONS

82. This agreement may be modified at any time by written consent of all involved agencies.

83. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

W. Mike Herrington
Special Agent in Charge
Seattle Field Office
Federal Bureau of Investigation

Date

Joseph Mehlineief
Chief
Toppenish Police Department

Date

Dan Ford
City Manager
City of Toppenish

Date

FEDERAL BUREAU OF INVESTIGATION
Southeast Washington Safe Streets Task Force
Cost Reimbursement Agreement

SWSSTF File No.: 281D-SE-C93759

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized Southeast Washington Safe Streets Task Force (SWSSTF), as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and City of Toppenish Public Safety Division of Police and Fire (TPD), located at 516 W 2nd Avenue, Toppenish WA, Taxpayer Identification Number 91-6001286 and Telephone Number: 509-865-1629, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI SWSSTF Memorandum of Understanding (MOU) signed by the City of Toppenish City Manager on April 14, 2025, and shall be read and interpreted in conformity with all terms of that document.

2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse TPD for overtime payments made to officers assigned to and working on SWSSTF related matters.

3. Requests for reimbursement shall be made on a monthly basis utilizing the United States Department of the Treasury Invoice Processing Platform (IPP) software system and shall be submitted to the FBI Seattle Field Office immediately after the first of the month which follows the month for which reimbursement is requested. The reimbursement request shall be approved by the appropriate Supervisor (or their designee) at TPD prior to the invoice submission in IPP. The invoice submitted in IPP will automatically route to the FBI SWSSTF personnel for their review, approval, and processing for payment.

4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to TPD using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, TPD shall establish an account online in the System for Award Management (SAM) at www.SAM.gov. Verification of TPD banking information is required on an annual basis in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Seattle Financial Liaison Specialist.

5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify TPD of the applicable annual limits prior to October 1st of each year.

6. The number of TPD deputies assigned full-time to the SWSSTF and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the SWSSTF, this number may change periodically, upward or downward, as approved in advance by the FBI.

7. Prior to submission of any overtime reimbursement requests, TPD shall prepare an official document setting forth the identity of each officer assigned full-time to the SWSSTF, along with the regular and overtime hourly rates for each officer. Should any officers change during the fiscal year, a

similar statement shall be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. If the rate changes during the fiscal year for a previously assigned officer, an updated letter shall be attached with the invoice submission in IPP that reflects the new rate. The updated letter shall be mailed to the Seattle Field Office SWSSTF personnel to maintain in FBI records.

8. Each request for reimbursement shall be submitted via IPP to the FBI. The request for reimbursement shall include an invoice number, invoice date, the name, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. An attachment signed and dated by an authorized Agency representative noting the dates and hours for each officer overtime reimbursement claimed shall be uploaded in IPP as supporting documentation for the invoice to confirm the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the SWSSTF.

9. Requests for reimbursement shall be submitted monthly and all requests shall be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2022, shall be received by the FBI monthly and not later than December 31, 2022. The FBI is not obligated to reimburse any requests received untimely and not in accordance herewith.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of TPD's participation on the SWSSTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the FBI. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

____
W. Mike Herrington
Seattle Special Agent in Charge
Federal Bureau of Investigation

Date: ____________________

____
Dan Ford
City Manager, City of Toppenish for
Public Safety Division of Police and Fire

Date: ____________________

____
Financial Liaison Specialist
Federal Bureau of Investigation

Date:_________________

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-025

Meeting Date:	April 14, 2025
Subject:	MOU City of Yakima Lethality Assessment Program
Attachments:	Resolution 2025-20; Forseti Joinder Agreement; MOU RA Partnership Agreement; Forseti EULA 2025
Presented by:	Joseph Mehline, Public Safety Director of Police & Fire
Approved for Agenda by:	Dan Ford, City Manager

Discussion:

The Lethality Assessment Program (LAP) is an evidence-based program started in Maryland, to reduce domestic violence homicides. The Program essentially has an 11-question "Lethality Screen" used on the scene during domestic violence calls to help identify victims at high risk of serious harm or death. If a victim screens as "High Danger," officers can contact a domestic violence advocate and encourage the victim to speak with them directly, offering a more proactive response than simply providing pamphlets or contact information.

Beginning in 2023, Maryland Network Against Domestic Violence (MNADV) launched an annual subscription service for its award-winning and research-based LAP. This new subscription service will re-certify and train current LAP implementers. The Subscription Model will allow current implementers to receive ongoing training and technical assistance to continue to serve local communities with the most up-to-date version of the LAP tool, protocol, and curriculum. Subscribers will also have access to MNADV's LAP Database powered by Forseti, eLearning site, and access to the national LAP newsletter.

Yakima received funding for this and are allowing agencies to participate with them. As a participating agency we would receive training, submit screening data to track trends, and attend quarterly meetings.

The LAP is funded and will remain in place for the next three years, as Yakima Police Department (YPD) has secured grant funding through that period. They anticipate that additional funding through a STOP Grant may allow the program to continue beyond that timeframe.

However, if future grant funding cannot be secured and the program transitions to a cost-sharing model, each participating agency would be responsible for covering its share of the costs should they choose to continue using the LAP.

In review, the program provides training to the officers, utilizes an assessment protocol to intervene in abusive situations, and offers victims much-needed services by trained community professionals.

Fiscal Impact: Currently, there is no cost to the City of Toppenish. The MOU is good for 3 years, through 2025, 2026, and 2027.

Recommendation: Approve Resolution 2025-20, authorizing the city manager to sign the MOU City of Yakima RA partnership agreement, Forseti EULA 2025, and Forseti Joinder Agreement.

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

RESOLUTION 2025-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, APPROVING THE INTERLOCAL MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF YAKIMA (COY) AND THE MARYLAND NETWORK AGAINST DOMESTIC VIOLENCE (MNADV), AND THE FORSETI SOFTWARE END USER AND SERVICES AGREEMENT, TO IMPLEMENT THE LETHALITY ASSESSMENT PROGRAM 2.0 (LAP)

WHEREAS the Public Safety Division of Police and Fire desires to partner with the City of Yakima and the Maryland Network Against Violence to affirm the importance of providing victims of domestic violence with options for confidential services and support, and

WHEREAS the Public Safety Division of Police and Fire wishes to enter into this agreement to utilize the approved train-the-trainer curriculum and lethality screen tool, and

WHEREAS the Public Safety Division of Police and Fire wishes to share information about trends in domestic violence, programmatic changes to further needs for victims, and

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

The Interlocal Memorandum of Understanding between City of Yakima, Forseti, LLC Joinder Agreement, and Forseti Software End User and Services Agreement is approved, and the City Manager is authorized and directed to sign the agreement on behalf of the City of Toppenish, in care of the Public Safety Division of Police and Fire.

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

PASSED by the Toppenish City Council at its regular meeting held on the 14th day of April, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

Memorandum of Understanding
Agency LAP Partnership Agreement

I. Introduction

THIS INTERLOCAL Memorandum of Understanding (MOU) is to establish a working agreement between Law Enforcement Agencies (LEA) in Yakima County for implementing the Lethality Assessment Program 2.0 – Maryland Model multi-jurisdiction subscription.

AGREEMENT. The LEA parties to this MOU agree to the following terms in exchange for access to the Lethality Assessment Program 2.0 (LAP):

1. LEA will work cooperatively with the Coordinating Agency, the City of Yakima (COY), and the Maryland Network Against Domestic Violence, to implement the LAP - Model and provide domestic violence services to victims.

2. Sign the Forsetti Joinder Agreement and abide by the End User Agreement (incorporated by reference into this agreement, see attachment A).

3. Use LAP model “as is” including utilizing the OVW-approved train-the-trainer curriculum and lethality screen tool.

4. Participate in LAP training and meetings when offered by COY, for the purpose of bringing back pertinent statewide information to the local team.

5. Upload required LAP data/screens, including, if possible, to Forsetti’s H.A.R.T database, in a timely manner.

6. Attend quarterly LAP meetings for the purpose of sharing positive feedback about the LAP process and specific implementers, troubleshooting any process or system issues before they become habits, and sharing information about related issues (e.g., risk factors, predominant aggressor, and sharing trends in process or data).

7. Be available to meet with the Coordinating Agency, Domestic Violence Service Programs, Law Enforcement Agencies, and other LAP partners to share information about trends in domestic violence, programmatic changes, further needs for victims, etc.

8. The Domestic Violence Service Program, the LEA, and the COY affirm the importance of providing victims with options for confidential services and support. All services provided by the Domestic Violence Service Program to the victim will be kept confidential except in the following circumstance. If the victim consents to information shared with the Law Enforcement Agency and the COY, then the Domestic Violence Service Program will obtain informed consent for the release of the information. When releases of information are required, they will be written, informed, and reasonably time limited.

9. No party shall have the power or authority to create any obligation on behalf of the other, either expressed or implied. No party is responsible for the manner in which the other party conducts its operations and the parties' officers, agents, and representatives shall not be construed as employees, agents, or representatives of the other parties for any purpose.

10. The parties to this MOU hereby acknowledge that the acts performed in furtherance of this MOU by officers, agents, or employees shall be deemed conclusively for a public and governmental purpose and all of the immunities from liability enjoyed by the parties when acting through their officers, agents or employees for a public or governmental purpose within their respective jurisdiction shall be enjoyed by the parties.

11. If any provision of this MOU shall be deemed invalid by a court of competent jurisdiction, the remainder of this Agreement, to the extent practicable, shall remain in full force and effect.

12. Any party to this MOU shall have the right to terminate it by providing 30 days written notice to the other.

13. Each party agrees that they have liability insurance to cover their operations and each party is responsible for their own compliance with the Forsetti End User Agreement.

14. In the event that one of the parties violates the Forsetti End User Agreement, whether intentionally, negligently, through an error, or omission, the violating party agrees to protect, defend, indemnify, and hold harmless the other parties of this agreement, their elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) resulting from the breach of the Forsetti End User Agreement. Each party will have the discretion to hire representation of their choice. Nothing contained in this Section or this MOU shall be construed to create a right of indemnification in any third party

15. This MOU is executed in Multiple counterparts, each one of which shall be deemed an original for each party.

16. Signatures and copies of signatures on this MOU transmitted through e-mail, facsimile, or other electronic means shall have the same effect as original signatures.

17. This MOU shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.

18. Each party shall approve this MOU by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City Manager and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. Pursuant to RCW 39.34.040 regarding methods of filing agreements(MOU) pursuant to the Interlocal Cooperation Act, a copy of this MOU shall be filed with the Yakima County Auditor, or, alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

19. Any provision of this MOU which imposes an obligation after termination or expiration of this MOU shall survive the term or expiration of this MOU and shall be binding on the parties.

IN WITNESS WHEREOF, the parties, by signing below, indicate their agreement to the above.

Signed:

CITY OF YAKIMA

By: ______________________________
Vicki Baker
City Manager

Date:__________________________

Attest:

____
Rosalinda Ibarra, City Clerk

Contract Number:_________________

Resolution Number:_______________

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that Vicki Baker is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Yakima, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:__________________________

(Appropriate Name)

_________________________ Dan Ford_____________________
Signature Printed Name

_City Manager_________________
Title

Attest:

____
Heidi Riojas, City Clerk

Contract Number:___________________

Resolution Number:_________________

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that Dan Ford is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the City Manager of the City of Toppenish, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:____________________________
City Clerk

FORSETI SOFTWARE END USER AND SERVICES AGREEMENT

This End User License Agreement (“Agreement”) is made by and between:

Forseti, LLC
(“Forseti”)

located and doing business at:
4808 East Rogers Lane
San Tan Valley, AZ 85140

AND

City of Toppenish Public Safety Division of Police and Fire
(“Customer”)

located and doing business at:
516 W 2nd Avenue
Toppenish WA 98948

Summary

FORSETI END USER LICENSE AGREEMENT (EULA)

1. Grant for License for Registered User

Forseti, LLC ("Forseti"), grants Customer, as defined below, a limited, non-exclusive, non-transferable, non-sublicensable, terminable license to use the Forseti Bundle with which this EULA is distributed, which includes, but is not limited to the computer software and any documentation files accompanying the software, and any on-line or electronic documentation (collectively the "Software"). The Software shall be used only by you, only for your own internal business use and not for the benefit of any other person or entity, provided that you may transfer the Software to other hardware (computer, mobile phones, tablets, etc.) you own. This EULA does not give you any rights to any updates or upgrades to the Software or to any extensions or enhancements to the Software developed by Forseti at any time in the future.

2. Confidentiality

For the purposes of the EULA, "Confidential Information" means any business, technical, or other data, materials, documents, and other information that either Party discloses to the other Party, in writing, orally, or by any other means, including disclosures like computer programs, code, algorithms, data, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, and product development plans, names and expertise of employees and consultants, and customer lists.

Unless required to disclose by applicable law, Forseti will not disseminate or share any personally identifiable information or client identifying sensitive data entered onto the Forseti software system by the Customer. All personally identifiable information will remain confidential with restricted access granted only to those the Customer deems appropriate or those with a need to know. For the purposes of the EULA, the Software Documentation and all source code, object code, data, and other aspects of the Forseti proprietary components of the Software and Feed Service are and will be Forseti's Confidential Information, regardless of whether it is marked as such.

You acknowledge that the Software contains proprietary trade secrets of Forseti, and you hereby agree to maintain the confidentiality of the Software using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information. You agree to reasonably communicate the terms and conditions of this Software EULA to those persons employed by you who utilize the Software, and to use reasonable best efforts to ensure their compliance with such terms and conditions, including, without limitation, not knowingly permitting such persons to use any portion of the Software for the purpose of deriving its source code.

3. Ownership

You have no ownership rights in the Software. The Software is licensed to you, not sold. You have a license to use the Software as long as this EULA remains in full force and effect. Ownership of the Software and all intellectual property rights therein shall always remain with Forseti. Any other use of the Software by any person, business, corporation, government organization or any other entity other than you is strictly forbidden and is a violation of this EULA.

The Software contains materials that are protected by United States Copyright Law, trade secret law, and by international treaty provisions. This includes all titles, images, text, and applets incorporated into the Software. All rights not granted to you herein are expressly reserved by Forseti. You may not remove any proprietary notice of Forseti from any copy of the Software.

4. Audit Rights

You agree that, unless such right is waived in writing by Forseti, Forseti shall have the right, upon fifteen (15) days' notice to You, to audit Your use of the Forseti Software for compliance with any limitations on Your use of the Software that are set forth herein. You agree to provide Forseti with the necessary access to the Software to conduct such an audit either (i) remotely, or (ii) if remote performance is not possible, at Your facilities, during normal business hours and no more than one (1) time in any twelve (12) month period. In the event any such audit reveals that You have used the Software in excess of the applicable quantitative limitations, you agree to promptly pay to Forseti an amount equal to the difference between the fees actually paid and the fees that You should have paid to remain in compliance with such quantitative limitations. This Section 4 shall survive for a period of two (2) years from the termination or expiration of this Agreement.

5. Restrictions

Except to the extent expressly permitted by applicable law, and to the extent that Forseti is not permitted by that applicable law to exclude or limit the following rights: (i) you may not publish, display, disclose, rent, lease, modify, rename, or create derivative works based on the Software or any part thereof; (ii) you may not loan, distribute or allow use of the Software through any timesharing service, service bureau or network other than your own personal business network; (iii) you may not reverse engineer, decompile, translate, adapt, or disassemble the Software, nor shall you otherwise attempt to discover and create the source code from the object code of the Software. Before you exercise any rights that you believe to be entitled to based on mandatory law, you shall provide Forseti with thirty (30) days' prior written notice at **help@forseti.io** and provide all reasonably requested information to allow Forseti to assess your claim and, at Forseti's sole discretion, to provide alternatives that reduce any adverse impact on Forseti's intellectual property or other rights.

You may not export or re-export the Software except in compliance with the United States Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. The Software is deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying, or disclosing of the Software by the U.S. Government shall be governed solely by the terms of this EULA. In addition, you agree and certify that you will not ship, transfer, or export the Software, directly or indirectly, to any country in violation of the U.S. Treasury's Office of Foreign Assets Control's regulations.

6. Termination & Notice

This EULA is effective until it is terminated. You may terminate this EULA with a 60-day prior notice by destroying or returning to Forseti all copies of the Software in your possession or under your control. Forseti may terminate this EULA for any reason, including, but not limited to, if Forseti finds that you have violated any of the terms of this EULA. Upon notification of termination, you agree to destroy or return to Forseti all copies of the Software and to certify in writing that all known copies, including backup or archival copies, have been destroyed. All provisions relating to confidentiality, proprietary rights, and non-disclosure shall survive the termination of this Software EULA.

All notices to Forseti shall be in writing and shall be made either via e-mail, conventional U.S. mail or overnight mail. Notices to Forseti must be sent to the attention of Customer Service at **help@forseti.io**, if by e-mail, or at Forseti, LLC, 4808 East Rogers Lane, San Tan Valley, AZ 85140 if by conventional or overnight mail. Notices to you may be sent either to the e-mail address or to the conventional mail address, if you supplied it to Forseti or posted as a notice on our Web site located at www.forseti.io.

Any notices or communication under this EULA will be deemed delivered to the party receiving such communication: (1) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (2) five business days after the mailing date, if sent by conventional U.S. mail, return receipt requested; or (3) on the delivery date if transmitted by confirmed e-mail.

FORSETI

This Forseti End User License and Services Agreement, along with all Order Forms (defined below), Schedules (defined below) hereto in connection herewith, and all amendments to any and all of the foregoing (all the foregoing, collectively, the “End User License Agreement”), is made by and between Forseti, LLC (“Forseti”, “Us”, “We”, or “Our”) and the entity or individual identified as “Customer” in the applicable Order Form. All capitalized terms used but not defined in this End User License Agreement shall have the respective meanings ascribed to such terms in the Schedules or applicable Order Form, as the case may be.

AS OF THE DATE ON WHICH CUSTOMER EITHER (I) CLICKS ON THE "I AGREE" OR SIMILAR BUTTON OR LINK ON THE APPLICABLE ORDER FORM OR (II) ACCEPTS DELIVERY OF, ACCESSES, OR COMMENCES USE OF THE PRODUCTS, WHICHEVER OF THE FOREGOING OCCURS FIRST (THE “END USER LICENSE AGREEMENT EFFECTIVE DATE”), CUSTOMER, BY AND THROUGH SUCH ACTION, AFFIRMATIVELY ASSENTS TO AND ACCEPTS ALL THE TERMS AND CONDITIONS OF THE END USER LICENSE AGREEMENT, AND THE END USER LICENSE AGREEMENT IMMEDIATELY SHALL TAKE EFFECT. CUSTOMER HEREBY REPRESENTS AND WARRANTS TO FORSETI THAT THE INDIVIDUAL AFFIRMATIVELY ASSENTING TO AND ACCEPTING SUCH TERMS AND CONDITIONS ON BEHALF OF CUSTOMER IS DULY AUTHORIZED BY CUSTOMER AND OTHERWISE POSSESSES ALL CORPORATE AND OTHER LEGAL AUTHORITY TO BIND CUSTOMER TO ALL SUCH TERMS AND CONDITIONS. FORSETI MAY AMEND THE END USER LICENSE AGREEMENT FROM TIME TO TIME IN ITS SOLE DISCRETION AND WITHOUT NOTICE TO CUSTOMER, AND CUSTOMER’S CONTINUED USE OF THE PRODUCTS AFTER ANY SUCH AMENDMENTS SHALL CONSTITUTE CUSTOMER’S ACCEPTANCE THEREOF.

The End User License Agreement applies to the following Forseti product and service offerings, as further set forth below (collectively, the “Products”):

● The Software, pursuant to a Subscription under Forseti Bundle; and

● Any related Support Services.

If a Forseti Partner, rather than Forseti, provides any Products to Customer, the terms and conditions of the End User License Agreement shall apply in all respects thereto, except that the following provisions of the End User License Agreement will be superseded and replaced by the corresponding provisions in the applicable agreement entered into by and between Customer and the applicable Forseti Partner: Article 4 (Audit; Verification) and Article 10 (Termination).

1. Definitions

Capitalized words not listed here will be defined within the End User License Agreement.

1.1. “Forseti Bundle” means the Forseti Software and any Support Services provided as part of the Subscription, all as described in more detail in Schedule A (defined below).

1.2. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party where "control" means having more than fifty percent (50%) ownership or the right to direct the management of the entity.

1.3. "Forseti Partner" means an entity expressly authorized by Forseti in writing to resell Forseti Products.

1.4. “Customer” shall mean any end user who is party to this Agreement, by joinder or other means, who utilizes the Software. A Customer may be referred to as “you”.

1.5. "Customer Modifications" means modifications to the open-source software components of the Software that Customer is expressly permitted to make under the applicable license for such open source software solely for the purpose of developing bug fixes, customizations, or additional features to any libraries licensed under such open source software licenses that may be included with or linked to by the Software.

1.6. "Documentation" means any manuals, documentation and other supporting materials related to the Software that Forseti provides or otherwise makes available to Customer. Documentation shall be considered part of the “Software” as defined herein.

1.7. “Feed Service" means any content or data supplied by Forseti that (i) provides functionality for the Product and (ii) may be based on or derived from proprietary, licensed or publicly available sources.

1.8. "License Key" is the data file used by the Software's access control mechanism that allows Customer to install, operate, and use the Software.

1.9. "License Effective Date" is the effective date of the applicable Order Form as stated therein.

1.10. "Order Form" means written or electronic documentation that the Parties use to order and provide the Products and/or Support Services.

1.11. "Parties" means references to Forseti and Customer collectively. Each may be referred to individually as a "Party."

1.12. "Release" means a Software release that Forseti makes generally available to its customers, along with any corresponding changes to Documentation, that contains enhancements, new features, or new functionality, generally indicated by a change in the digit to the right of the first decimal point (e.g., x.x.x to x.y.x) or to the left of the first decimal point (e.g., x.x.x to y.x.x).

1.13. “Schedule(s)” means any or some, as applicable, of (i) Schedule A - Forseti Software Listing (“Schedule A”); (ii) Schedule B - Description of Forseti Support Services.

1.14. “Forseti Software” or "Software" shall have the meaning ascribed thereto in Schedule A (Forseti Software Listing).

1.15. “Subscription License” means the license granted to Customer in Article 2 (License Grant; Ownership) hereof to install, access and internally use the Software, and permit Users to access and use the Software on Customer’s behalf, solely for Customer’s lawful business purposes.

1.16. "Subscription Term" shall have the meaning set forth in Section 9.2 (Subscription Term) hereof.

1.17. “Support Services” means the maintenance and support services for the Software as set forth in Schedule B.

1.18. "Update" means a Software release that Forseti makes generally available to all of its customers, along with any corresponding changes to Documentation, that contains error corrections or bug fixes, generally indicated by a change in the digit to the right of the second decimal point (e.g., x.x.x to x.x.y). All Updates will constitute “Forseti Software” or “Software” for purposes of the End User License Agreement.

1.19. "User" means a Customer employee or pre-approved third party, whether a single person or machine account, that initiates the execution of the Software or interacts with or directs the Software in the performance of its functions.

1.20. “Redacted Data” is data that has had sensitive, personally identifiable information removed and concealed prior to publication, disclosure, or dissemination. “Personally Identifiable Information” or “PII” means a person’s first name or first initial and last name in combination with other identifying information as set forth in N.C.G.S. § 75-61(10), which defines “identifying information” by reference to N.C.G.S. § 14-113.20(b) as including: (i) social security or employer taxpayer identification numbers, (ii) drivers license, state identification number card, or passport numbers, (iii) checking account numbers, (iv) savings account numbers, (v) credit card numbers, (vi) debit card numbers, (vii) personal identification (PIN) code as defined in N.C.G.S. § 14-113.8(6), (viii) passwords, and (xiv) parent’s legal surname prior to marriage. It shall also include a person’s first name or first initial and last name if paired with the last four (4) digits of a Social Security Number, a date of birth, or a mother’s maiden name. The following information, standing alone, is also PII: Social Security Number, Special Identification Number, Driver’s License Number, Passport Number, Military Identification Card Number, Veteran’s Identification Card Number, Tribal Enrollment Number, Alien Registration Number, Financial Account Number, and Biometrics identifiers.

2. License Grant; Ownership

2.1. Software License Grant. Subject to the terms and conditions of the End User License Agreement, Forseti grants to Customer, during the applicable Subscription Term designated on the applicable Order Form, a limited, non-exclusive, non-transferable, and non-sublicensable license to install (only on computer or cellular services owned or otherwise operated and controlled by Customer) and use the compiled object code version of Products solely for Customer’s lawful internal business purposes. During the applicable Subscription Term, Customer also has the right to internally use the Documentation for such Products in accordance

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with the End User License Agreement and solely for Customer's lawful internal business purposes.

2.2. License Restrictions. Except as otherwise expressly permitted in the End User License Agreement, Customer shall not itself, or through any parent, subsidiary, affiliate, agent or other individual, entity, or third party: (a) sell, lease, license, distribute, disclose, provide access to, disseminate, sublicense or otherwise transfer, in whole or in part, any Products, Feed Service or the Documentation to any third party; (b) incorporate any of the foregoing into any other product or service; (c) install, access, or use any of the foregoing other than as permitted hereunder; (d) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code or proprietary data or intellectual property from the Products or Feed Service; (e) allow any third party other than Customer's employees or pre-approved third parties to access or use the Products or Feed Service or Documentation; provided, however, that Customer shall be liable to Forseti for all acts and omissions of all such employees and pre-approved third parties, including without limitation any and all such acts and omissions, which, if performed or not performed, as the case may be, by Customer, would constitute a breach of or default under the End User License Agreement by Customer; (f) circumvent or disable, or attempt to circumvent or disable, the license keys embedded within the Products; (g) modify or alter, or create derivative works or compilations based upon, the Products, Feed Service, or Documentation; (h) disclose the results of any benchmark test of the Products to any other individual or entity; or (i) change, remove, obscure, or otherwise alter any proprietary rights notices which appear on or associated or in connection with the Products, Feed Service, or Documentation; or (j) disable or bypass any measures that Forseti uses or may use to prevent or restrict access to or use of the Products or Feed Service in excess of, or otherwise not in accordance with, any restrictions or limits on such access and/or use set forth herein or in the applicable Order Form.

2.3. Open-Source Software. Customer acknowledges and agrees that the Products may include individual open-source software components, each of which, along with access thereto and use thereof, is and shall be subject to (i) the copyright and other rights of the respective owners thereof and (ii) the terms and conditions of the applicable open-source license thereto. The foregoing open source software components are licensed to Customer solely under and subject to the terms and conditions of the applicable open source license and all applicable notices of copyright, all of which can be found in the applicable licenses file for such component, the Documentation or other materials accompanying the Products, and Forseti shall have no obligations or liability to Customer or any other individual or entity in connection with any such components.

2.4. Ownership. Notwithstanding anything to the contrary herein, except for the limited license and right expressly granted to Customer in Section 2.1 (Software License Grant) of the End User License Agreement and as between Forseti and Customer, Forseti owns and will own all right, title and interest in and to the Products, Updates, Feed Service, Documentation, and Forseti Confidential Information (collectively, "Forseti Property") and all copies of the foregoing (including, without limitation, all inventions, computer software and related object and source code and all other works of authorship, and other intellectual property included or embodied therein and all patent, copyright, trademark, trade secret and other intellectual property rights therein and thereto) and all improvements, modifications, derivative works and compilations thereof and thereto. Customer acknowledges and agrees that (i) it is obtaining hereunder only the limited license and right expressly granted to Customer in Section 2.1 (Software License Grant) hereof and (ii) no ownership or exclusive rights of any kind are being conveyed to Customer under the End User License Agreement or otherwise. Notwithstanding anything to the contrary herein or in any Order Form, Customer acknowledges and agrees that Forseti and its Representatives shall own and be free to use and exploit their general skills, know-how, and expertise, and to use, disclose, and exploit any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of their activities under and in connection with this End User License Agreement.

3. Support Services

3.1 Forseti shall provide Support Services free of charge during the applicable Subscription Term designated in the applicable Order Form.

4. Audit; Verification

4.1. During the Term and for one (1) year following any termination or expiration of the End User License Agreement, Forseti and its auditors may inspect and audit Customer's records relating to its reproduction and use of the Products for the purposes of verifying Customer's compliance with the End User License Agreement. Customer shall cooperate fully with Forseti and its auditors in conducting such inspections and audits and provide reasonable assistance. At Forseti's request, Customer will promptly provide Forseti with a Software-generated report verifying that Customer is using the Software in accordance with the End User License Agreement.

5. Limited Warranties

5.1. Limited Software Warranties. Forseti warrants that: (i) the unmodified Software, at the time such Software, or access thereto, as the case may be, initially is made available to Customer, will not contain or transmit any malware, viruses, or worms (otherwise known as malicious computer code or other technology specifically designed to disrupt, disable, or harm Customer's software, hardware, computer system, or network) and (ii) for ninety (90) days after the date on which such unmodified Software, or access thereto, as the case may be, initially is made available to Customer, such unmodified Software will substantially conform to its Documentation. Forseti does not warrant that Customer's use of the Software will be uninterrupted or that the operation of the Software will be error-free. The warranty in this Section 5.1 (Limited Software Warranties) will not apply if Customer modifies the Software or accesses or uses the Software in any way that is not expressly permitted by the End User License Agreement and the Documentation.

5.2. General Warranty. Each Party hereto represents and warrants to the other Party hereto that (i) such Party has, as of the Effective Date, and thereafter at all times during the Term hereof, shall maintain, the legal power and authority to enter into and continue to perform under the End User License Agreement; (ii) such Party shall, and shall cause all the officers, directors, employees, agents, contractors, representatives, and other individuals and entities (collectively, "Representatives") acting on behalf of such Party in connection with the End User License Agreement to comply with all applicable laws, rules, and regulations in connection herewith; and (iii) the End User License Agreement and each Order Form shall be executed on behalf of such Party only by one of its Representatives possessing all necessary authority to bind such Party in all respects to the terms and conditions of the End User License Agreement and Order Form.

5.3. Warranty Disclaimer. THE LIMITED WARRANTIES DESCRIBED ABOVE IN THIS ARTICLE 5 (LIMITED WARRANTIES) ARE THE ONLY WARRANTIES FORSETI MAKES WITH RESPECT TO THE PRODUCTS, SOFTWARE, SUPPORT SERVICES, FORSETI CONFIDENTIAL INFORMATION, AND OTHER ASPECTS OF THE END USER LICENSE AGREEMENT, AND EXCEPT TO THE EXTENT OF SUCH WARRANTIES, ALL THE FOREGOING ARE PROVIDED "AS-IS" AND "AS-AVAILABLE." FORSETI DOES NOT MAKE ANY OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, AND HEREBY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, QUIET ENJOYMENT, NON-INFRINGEMENT, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, PROVIDED BY FORSETI OR ANYONE ELSE WILL CREATE ANY WARRANTY OR CONDITION, EXCEPT TO THE EXTENT EXPRESSLY STATED IN THE END USER LICENSE AGREEMENT.

6. Indemnification

6.1. Customer Indemnification. The Customer shall indemnify and keep indemnified Forseti (including its Affiliates and each of their respective officers, directors, employees, and agents) against all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, loss of opportunity, depletion of goodwill and similar losses) costs, proceedings, damages and expenses (including reasonable legal and other professional fees and expenses) awarded against, or incurred, suffered or paid by Forseti as a result of or in connection with the Customer's breach of this Agreement or failure to perform any of its obligations under the Agreement.

6.2. Conditions. Forseti must: (a) provide Customer with all reasonable assistance, and (b) give Customer sole control of the defense and settlement of the matter, provided that, unless such settlement unconditionally releases Forseti of all liability, Customer may not settle any matter without Forseti's written consent, which will not be unreasonably withheld.

7. Forseti Rights

7.1. Redacted Data. Forseti may act, in its sole and absolute discretion, for any reason or for no reason, to resell, disclose, reproduce, distribute, or otherwise use the Software and "Redacted

Data" as defined in section 1.19 herein, in any manner and for any purpose, and to have or permit others to do so.

7.2. Acknowledgement of Credit. Whenever Customer uses the Software or any data and/or information generated from Customer's use of the software, in any manner or for any purpose, e.g., research initiatives, publications, grants, etc., and makes this information accessible to the public, the Customer shall give credit to Forseti and include a statement acknowledging Forseti as the creator of the Software and/or data and information.

7.3. Press Release. Prior to the Forseti Software being utilized by the Customer, the Customer acknowledges that they will issue a press release naming Forseti as the creator of the software. Future Customer press releases related to the Forseti Software and the Maryland Network Against Domestic Violence LAP Protocol shall also acknowledge Forseti by name.

7.4. If Customer expects to derive a financial gain, advantage, or benefit from its use of the Software or any data and/or information, including, Customer Content and redacted data, Customer shall inform Forseti by written notice of its intent to use the Software and/or data and information. Forseti shall be entitled to compensation for Customer's use thereof. Both parties agree to enter into a future agreement for the compensation of Forseti prior to the Customer using the Software or any data and/or information, including redacted data, in a way that may lead to financial gain, advantage, or benefit for the Customer.

8. Limitation of Liability

8.1. Consequential Damages Disclaimer. IN NO EVENT WILL FORSETI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE INSTALLATION OR USE OF OR INABILITY TO USE THE SOFTWARE, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF FORSETI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FORSETI'S AGGREGATE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SOFTWARE OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEE PAID BY CUSTOMER FOR THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

8.2. Forseti is not responsible and assumes no liability for system errors or failures, or faulty transmissions or other telecommunications malfunctions resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed or incomplete computer transmissions, or for any problems or technical malfunction(s) of any network lines, computer on-line systems, servers or providers, computer equipment, or on account of technical problems or traffic congestion on the Internet, or at our Web site, or any combination thereof, including any injury or damage to the Customer, Customer's computer or any other person's computer related to or resulting from downloading the Software or any other material.

9. Confidentiality

9.1. Definition of Confidential Information. For the purposes of the End User License Agreement, "Confidential Information" means any business, technical, or other data, materials, documents, and other information that either Party discloses to the other Party, in writing, orally, or by any other means, including disclosures like computer programs, code, algorithms, data, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, and product development plans, names and expertise of employees and consultants, and customer lists. For the purposes of the End User License Agreement, the Software Documentation and all source code, object code, data, and other aspects of the Forseti proprietary components of the Software and Feed Service are and will be Forseti's Confidential Information, regardless of whether it is marked as such.

9.2. Personally Identifiable Information. Unless required to disclose by applicable law, Forseti will not disseminate or share any personally identifiable information or client identifying sensitive data entered onto the Forseti software system by the Customer. All personally identifiable information will remain confidential with restricted access granted only to those the Customer deems appropriate or those with a need to know.

9.3. Restrictions on Use and Disclosure. Neither Party will disclose or use the other Party's Confidential Information without the prior written consent of such other Party. In addition, each Party agrees to maintain in confidence and protect the other Party's Confidential Information using at least the same degree of care as it uses for its own information of a similar nature, but in all events at least a reasonable degree of care. Each Party agrees to take all reasonable precautions to prevent any unauthorized disclosure of the other Party's Confidential Information, including, without limitation, disclosing Confidential Information only to its Representatives (i) having a need to know such information for purposes of performing such Party's duties and obligations under, and exercising such Party's rights hereunder in accordance with the terms and conditions of, the End User License Agreement; (ii) who are bound to such Party under appropriate written agreements that impose on such Representatives non-disclosure and restricted use obligations with respect to the other Party's Confidential Information that are at least as stringent as those imposed on such Party herein; and (iii) who are informed of the obligations imposed on such Party under this Article 8 (Confidentiality). Each Party is liable to the other Party for all acts and omissions of such Party's Representatives in connection with the End User License Agreement and all Order Forms, including without limitation any such acts and omissions, which, if performed or not performed, as the case may be, by such Party would constitute a breach of or default under the End User License Agreement or an Order Form by such Party. The foregoing obligations will not restrict either Party from disclosing Confidential Information of the other Party pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that, to the extent not prohibited by such order, requirement, or applicable law, the Party required to make such a disclosure (i) shall give reasonable notice to the other Party to enable such other Party to contest such order or requirement and (ii) shall reasonably cooperate with such other Party, at such other Party's sole expense, in connection therewith. The provisions of this Article 8 (Confidentiality) will survive the termination or expiration of the End User License Agreement.

9.4. Exclusions. The non-disclosure and restricted use obligations set forth in Article 8 (Confidentiality) will not apply with respect to any Confidential Information that: (i) is or becomes publicly known through no fault of the receiving Party; (ii) is rightfully known or becomes rightfully known to the receiving Party without disclosure, use, or proprietary restriction from a source, other than the disclosing Party, who has a lawful right to disclose it; (iii) is approved by the disclosing Party for disclosure without restriction in a written document which is signed prior to such disclosure by a duly authorized officer of such disclosing Party; or (iv) the receiving Party independently develops without access to or use of the other Party's Confidential Information and (v) Subject to California Public Records Request (CPRA).

10. Term and Termination

10.1. End User License Agreement Term. The term of the End User License Agreement commences on the End User License Agreement Effective Date and will continue in effect until its expiration or termination pursuant to and in accordance with the provisions hereof ("Term"); provided, however, that, if the End User License Agreement expires or is terminated (other than by Forseti pursuant to Section 9.4 (Termination for Material Breach) hereof) before the expiration or termination of any then-current Subscription Term under an applicable then-current Order Form(s), then such Order Form(s) will remain in full force and effect, and the terms and conditions of the End User License Agreement shall remain in full force and effect solely for purposes of, and only to the extent incorporated by reference in, such Order Form(s), subject to the respective terms and conditions thereof; provided further, however, that, for any such termination hereof by Forseti pursuant to Section 9.4 (Termination for Material Breach), Forseti shall have the right, but not the obligation, to immediately terminate any or all then-current Order Form(s) and related Subscriptions without further obligation or liability to Customer. Except to the extent expressly provided otherwise in the End User License Agreement, any and all rights granted to Customer in the End User License Agreement shall terminate immediately upon any termination or expiration hereof.

10.2. Subscription Term. The initial term of each Subscription shall begin on the effective date of the applicable Order Form ("Order Form Effective Date") and, unless terminated earlier in accordance with the provisions hereof or thereof, shall continue for 1 year ("Subscription Initial Term"). Immediately upon expiration of the applicable Subscription Initial Term, the applicable Subscription shall automatically renew for additional consecutive terms of one (1) year each (each a "Subscription Renewal Term" and together with the Subscription Initial Term, collectively, the "Subscription Term"), unless either Party gives the other Party written notice of its intent not to renew the applicable Subscription at least thirty (30) days prior to the end of the then-current Subscription Term. Upon any expiration or termination of the applicable Subscription Term, Customer (i) immediately shall de-install and destroy all Forseti Property (and all copies thereof) in Customer's possession, custody, and/or control or otherwise provided to Customer for all such Subscriptions and (ii) immediately shall cease and desist from, and

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cause all its Users to cease and desist from, all access to and use of such Forseti Property for all such Subscriptions and (iii) shall certify in writing to Forseti as to such de-installation, destruction, and cessation promptly after completion thereof.

10.3. Notwithstanding any payment terms in the Licensor's Agreement, the Parties agree that the Customer shall have no payment obligation to Licensor for the term of the contract. Forseti acknowledges and agrees that it is providing a software license to the Customer pursuant to the terms in its License Agreement so long as the mutual obligations and responsibilities set forth in an agreement between Forseti and the Maryland Network Against Domestic Violence and a cooperative agreement between the Maryland Network Against Domestic Violence and the Customer remain in effect.

10.4. Termination of Order Form for Convenience. Either Party hereto may terminate an Order Form, with or without cause, upon at least thirty (30) days prior written notice to the other Party before the end of the then-current Subscription Term(s) designated in such Order Form, at which time all such Subscriptions under such Order Form also shall immediately terminate.

10.5. Termination for Material Breach. Either Party may terminate the End User License Agreement if the other Party materially breaches the End User License Agreement and fails to cure such breach within thirty (30) days after the breaching Party receives written notice thereof from the non-breaching Party. In addition, (i) either Party may terminate the End User License Agreement immediately upon provision of written notice to the other Party of any breach by such other Party of such Party's obligations under Article 8 (Confidentiality) hereof and (ii) Forseti may terminate the End User License Agreement immediately upon written notice to Customer, in the event that Customer breaches any of the terms of the End User License Agreement relating to Forseti's intellectual property, including without limitation any non-compliance by Customer or any of its Representatives with any provision of Article 2 (License Grant; Ownership).

10.6. Effect of Termination. When the End User License Agreement terminates or expires, Customer may not execute additional Order Forms; provided, however, that, except as provided in Section 9.1 (End User License Agreement Term) above in connection with any such terminations by Forseti pursuant to Section 9.4 hereof (Termination for Material Breach), any then-active Order Forms will remain in full force and effect, and the terms and conditions of the End User License Agreement will remain in full force and effect solely for purposes of, and only to the extent incorporated by reference in, any such Order Forms, subject to the respective terms and conditions thereof. Immediately upon the termination or expiration of an Order Form, as to that Order Form: (i) the Subscription Term for any Products provided under such Order Form immediately will terminate; (ii) Customer will no longer have the right to use such Products, and all Subscription Licenses therefor granted in the Order Form will automatically terminate; (iii) Customer must destroy all copies of such Products in its possession or control, and certify in writing to Forseti that it has done so; and (iv) Customer will promptly return to Forseti (or, if Forseti requests it, will destroy) all Confidential Information of Forseti provided to Customer. Notwithstanding the foregoing, Customer may continue to access the Software for ninety (90) days after such termination or expiration for the sole purpose of removing Customer Content from the Software; provided, however, that in no event shall Customer use any Products on a production basis during that time.

10.7. Survival. The following provisions of the End User License Agreement shall survive any termination or expiration hereof: Section 2.4 and Articles 1, 4, and 6-10. In addition, any terms and conditions of the applicable Order Form, which by their nature reasonably should survive, will survive the termination or expiration of such Order Form.

11. General Provisions

11.1. Forseti may assign its rights, duties, and obligations pursuant to this Agreement to any entity (i) with which Forseti is affiliated, (ii) into which Forseti may be merged or reorganized or (iii) to which all or a portion of Forseti's capital stock, equity securities, or assets may be sold or assigned.

11.2. Assignment. Neither Party may assign or otherwise transfer the End User License Agreement, in whole or in part, without the other Party's prior written consent, such consent not to be unreasonably withheld, and any attempt to do so will be null and void, except that Forseti may assign or otherwise transfer the End User License Agreement, in whole or in part, upon notice to Customer but without Customer's consent, in connection with a merger, acquisition, corporate reorganization, consolidation, or sale of all or substantially all of Forseti's business or assets relating to the subject matter hereof. A change of control of a Party shall constitute an assignment by such Party for purposes of this Section 10.3 (Assignment).

11.3. Notices. Unless otherwise stated herein, any notice, request, demand or other communication under the End User License Agreement must be in writing (e-mail is acceptable), must reference the End User License Agreement, and will be deemed to be properly given: (i) upon receipt, if delivered personally; (ii) one (1) business day following confirmation of receipt by the intended recipient, if by e-mail; (iii) five (5) business days after it is sent by registered or certified mail, with written confirmation of receipt and email; or (iv) three (3) business days after deposit with an internationally recognized express courier and email, with written confirmation of receipt. Notices can be sent to the address(es) set forth in the End User License Agreement, unless a Party notifies the other Party that those addresses have changed.

11.4. Force Majeure. Forseti will be excused from all failures and delays in connection with performing its obligations hereunder, as well as all liability associated therewith, arising from or relating to any causes or events beyond its reasonable control, including without limitation acts of God, natural disasters, strikes, lockouts, riots, acts of war, epidemics, governmental orders or power, telecommunication or network failures.

11.5. Entire Agreement. The End User License Agreement, including each and every Order Form and all Schedules, constitutes the entire agreement and understanding of the Parties with respect to its subject matter, and supersedes all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties with respect thereto. The terms or conditions of any document that Customer submits to Forseti that contains terms that differ from, conflict or are inconsistent with, or are in addition to the terms of the End User License Agreement or any Order Form, or Schedule will be void and of no effect.

11.6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona (without reference to the conflict of law provisions).

11.7. Amendments; Order of Precedence. Forseti reserves the right to amend the End User License Agreement at any time and will update the terms and conditions thereof in the event of any such amendments. Each such amendment will take effect immediately upon the applicable update by Forseti, and Customer's continued use of any Forseti Property after such amendment takes effect shall constitute Customer's acceptance of such amendments. In the event of a conflict or inconsistency between the terms and conditions of the End User License Agreement and those of an Order Form, the Order Form will govern to the extent of such conflict but only with respect to the specific details of that Order Form. Otherwise, the End User License Agreement will govern with respect to any such conflict or inconsistency, and no amendment of the terms and conditions of the End User License Agreement or any Order Form will be binding upon Forseti unless such amendment (i) arises from the exercise of Forseti's right in the first sentence of this Section 10.7 (Amendments) or (ii) otherwise is set forth in a writing that is executed by the Parties' respective duly authorized representatives.

11.8. Severability. If any provision of the End User License Agreement is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the Parties agree to permit such court to modify or reform the End User License Agreement to resolve such issue while giving as much effect as possible to the Parties' original intent with respect to the legal and non-legal effect of that provision. Any provision hereof that cannot be modified or reformed in this manner automatically will be deemed deleted here from, and the remaining provisions of the End User License Agreement will continue in full force and effect.

11.9. No Third-Party Beneficiaries. Unless otherwise expressly and specifically stated herein, the terms of this End User License Agreement are intended to, and shall, be solely for the benefit of Forseti and Customer and do not create any rights in favor of any third party.

11.10. Titles Not to Affect Interpretation. The titles of Sections contained in this Agreement are for convenience only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation thereof.

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SCHEDULE A

Forseti Software Listing

- Honest Assessment Response Tool (H.A.R.T.) Domestic Violence Lethality Assessment Tool (Web & Mobile)
- Forseti Referral & Alert System (FRAS)
  - Alerts
  - Teams
  - Service Providers
- Audit Logs

SCHEDULE B

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Description of Forseti Support Services

Training – 6+ hours of training (in person / zoom / telephonically).

Installation – Initial installation of the software via Forseti's Amazon Web Services Government Cloud.

Maintenance - Ongoing monitoring and upkeep of the software including software updates.

Number of Users –2+ administrative users and 5+ regular users. Everyone accessing the Forseti Software Listing MUST have their own unique username and password, issued by the Client, and CANNOT share login credentials.

Signature Page

We look forward to a productive relationship!

Sincerely,

Forseti, LLC

____

Name:

Title:

Date:

AGREED TO BY:

City of Toppenish Public Safety Division of Police and Fire

____

Name: Dan Ford

Title: City Manager

Date: 04/14/2025

JOINDER AGREEMENT

By the execution and delivery of this signature page, the undersigned hereby joins in and agrees to be bound by the terms and conditions of the Forseti Software End User and Services Agreement (the "EULA"), for Forseti, LLC, a Delaware limited liability company (the "Company"), as a Customer thereunder, and authorizes this signature page to be attached to the EULA or counterparts thereof.

JOINT SUBSCRIBERS SIGN HERE

City of Toppenish Police Department
Name of Joinder Agency

Dan Ford
Name of Authorized Signatory

City Manager
Title of Authorized Signatory

Signature of Authorized Signatory

X______________________________________

Located and doing business at:

516 W 2nd Avenue

Toppenish, WA 98948

Dated this

_14th____ day of _____April_________, 2025

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-026

Meeting Date:	April 14, 2025
Subject:	Interlocal Agreement Yakima Valley Office of Emergency Management
Attachments:	Resolution 2025-21; 2025 ILA 2.3.25; Yakima Valley Office of Emergency Management Invoice 2025-0012
Presented by:	Joseph Mehline, Public Safety Director of Police & Fire
Approved for Agenda by:	Dan Ford, City Manager

Discussion:

The Yakima Valley Office of Emergency Management is a joint emergency management organization that provides coordinated planning, preparedness, response, and recovery services across Yakima County and its participating jurisdictions.

The agreement grants the City of Toppenish Public Safety Division of Police and Fire access to an integrated emergency management system with our state and federal partners for coordination and resource access during significant incidents. They also facilitate the development of emergency plans, hazard mitigation strategies, training programs, and disaster drills.

This ILA has been in place since 1987 and is updated every five years.

Fiscal Impact: $9,182.45 annually, the amount was included in the 2025 Budget.

Recommendation: Approve Resolution 2025-21, authorizing the city mayor to sign the ILA with the Yakima Valley Office of Emergency Management.

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

RESOLUTION 2025-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, ADOPTING THE 2025 YAKIMA VALLEY EMERGENCY MANAGEMENT INTERLOCAL AGREEMENT

WHEREAS, the 2025 Yakima Valley Emergency Management Interlocal Agreement under RCW 38.52.070 provides for the establishment of a local organization for emergency management in which two or more political subdivisions may join for the establishment and operation; and

WHEREAS, the City of Toppenish has determined that it is in the best interest of the City to participate in such an organization, and

WHEREAS, the declared purposes of the agreement are to provide for the preparation and carry out plans, including mock or practice drills, for the responding to and the protecting of persons and property within the county in the event of a disaster or public safety incident, and to provide for the coordination of the emergency management functions of this city and this county with other agencies and affected private persons, corporations, and organizations.

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

The 2025 Yakima Valley Office of Emergency Management Interlocal agreement is hereby adopted for 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 the 14th day of April, 2025.

____

ELPIDIA SAAVEDRA, Mayor

ATTEST:

____

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____

DANIEL B. HEID, City Attorney

AGREEMENT FOR YAKIMA VALLEY OFFICE OF EMERGENCY MANAGEMENT

The Washington State RCW 38.52.070 provides for the establishment of a local organization for emergency management in which two or more political subdivisions may join for the establishment and operation thereof; and,

WHEREAS, the Board of County Commissioners of Yakima County, Washington and the executive heads of incorporated cities and towns within Yakima County, Washington have agreed to the joint operation of the emergency management organization as provided by the RCW 38.52; and,

WHEREAS, the declared purposes of this agreement are to provide for the preparation and carrying out of plans, including mock or practice drills, for responding to and the protecting of persons and property within this county in the event of a disaster or public safety incident, and to provide for the coordination of the emergency management functions of this county with other public agencies and affected private persons, corporations, and organizations; and,

WHEREAS, any expenditures made in connection with such emergency management activities, including mutual aid activities, and mock or practice drills, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of Yakima County and its participating, incorporated cities and towns; and,

WHEREAS, “emergency management” denotes the preparation for and the carrying out of emergency functions other than functions for which the military forces are primarily responsible, and the activities necessary or incidental to the preparation and for carrying out of these activities; now, therefore

BE IT HEREBY AGREED as follows:

OFFICE AND FUNDING

(A) A joint local organization pursuant to RCW 38.52.070 for emergency services was created in 1984 (terminology then changed to emergency management), to be composed of Yakima County, Washington and its participating incorporated cities and towns, to be known as the “Yakima Valley Office of Emergency Management (YVOEM d/b/a Yakima Valley Emergency Management)” to be administrated by the Emergency Management Executive Board.

(B) This joint organization shall continue its existence upon the approval of this agreement by the County Commissioners of Yakima County and the Council of any city or town. Thereafter any incorporated city or town may become a participating member upon the adoption of a resolution by its legislative body to that effect and agree to the provisions hereof and the deposit with the Emergency Services Director of Yakima Valley Office of Emergency Management a duly executed copy of this agreement.

(C) There is hereby established a special pooled fund to be administered by the Treasurer of Yakima County, which fund shall be known as the “Yakima Valley Office of Emergency Management Fund”, into which shall be deposited funds received for the account of this joint organization and from which shall be paid all proper claims. The Emergency Services Director is empowered to authorize the payment of claims and expenses which are properly budgeted. The participating members’ contributions to the

Yakima Valley Office of Emergency Management Fund shall be based upon a per capita charge of that portion of the Emergency Management Budget that is not reimbursed by the Federal Government through the State agency. The charges, determined by the Emergency Management Executive Board (EMEB), shall be payable by the 1st day of February of each calendar year, or made in four equal quarterly payments. The per capita charge shall be based on the latest official population estimates of the State Office of Financial Management. The cost of emergency functions above and beyond the permanent staff and facilities of the Yakima Valley Office of Emergency Management shall be borne by the participating subdivisions or members affected by such emergency and promptly remitted to the Yakima Valley Office of Emergency Management Fund, provided that the Emergency Services Director shall obtain approval from the executive head or his designee of the affected political subdivision prior to providing the services. In any case the EMEB cannot agree upon the proper division of cost, the matter shall be referred to by the State Emergency Management Council for arbitration; its decision shall be binding.

(D) In the event of an emergency resulting in the necessity for carrying out of emergency functions for the preservation and protection of lives and/or property, participating subdivisions when requested by YVOEM shall provide personnel support, resources, use and access to facilities, and properties under their ownership and/or use (to include any contracts or agreements) to facilitate response activities throughout Yakima County.

(E) An annual budget shall be prepared by the Emergency Services Director and approved by the YVOEM Executive Board.

(F) The YVOEM Executive Board shall review and approve proposed amendments to the annual agency budget including value(s) for contributed service(s), if any, and contracted Scopes of Work submitted by the Emergency Services Director.

(G) The YVOEM Executive Board shall be required to vote on any charge assessed on a member jurisdiction other than the annual per-capita budget.

(H) The YVOEM may enter into contracts, accept gifts, grants or loans of money, equipment or services from any lawful source and perform functions authorized by law to be performed by emergency management organizations.

EMERGENCY MANAGEMENT ORGANIZATION

Definitions:

Executive Head: The county executive in those charter counties with an elective office of county executive, however designated, and, in the case of other counties, the county legislative authority. In the case of cities and towns, it means the mayor in those cities and towns with mayor-council or commission forms of government, where the mayor is directly elected, and it means the city manager in those cities and towns with council manager forms of government. Cities and towns may also designate an executive head for the purposes of this chapter by ordinance. (RCW 38.52.010)

Chair: The chair shall preside over the meetings of the Board and has the full right to have one equal vote recorded in all deliberations of the Board.

Secretary: The Yakima Valley Office of Emergency Management Financial Specialist shall keep a record of all meetings of the Board and those records shall remain the property of the Board and be retained at such office as the Board may direct. In the absence of the Secretary from any meeting, the YVOEM planner shall fill the position, or a Pro Tempore alternate shall be appointed by the chair.

Emergency Services Director: The Emergency Services Director or designee shall lead all board meetings and is responsible for creating and disseminating an agenda for each Board meeting after consultation, as necessary, with the Chair and distributed by the Emergency Services Director within the minutes of the preceding Board meeting, to be received by the Board members at least five working days prior to the scheduled meeting date.

EMERGENCY MANAGEMENT EXECUTIVE BOARD (EMEB)

Membership and positions. An executive board shall be formed consisting of one County Commissioner, the executive head or appointed representative from the member city/town with the largest population, three executive heads or appointed representatives from other member cities/towns and Yakima County Sheriff and/or designee. The Emergency Services Director will be ex-officio, non-voting member of the board. Board Members and a Chairman will be elected at the first meeting of the year and will serve a two-year term. Members of the board shall select an alternate member(s) as stipulated by their jurisdiction's policy/protocols and notify YVOEM of their appointees. A list of board positions and their alternates will be kept in Appendix A of this document.

(A) Powers and Duties. The EMEB shall assist the Emergency Services director in preparation of the duties described herein. The EMEB shall review and approve assessed per capita charge and annual budget, and organizational/strategic plans. The EMEB shall be responsible for approving the process of hiring the Emergency Services Director. The EMEB shall be responsible for making decisions on the termination of the Emergency Services Director.

(B) Quorum and Meetings. The EMEB shall meet at least quarterly. A quorum of the EMEB shall be a simple majority of the voting members. Members shall be considered present at the meeting if calling in through video/audio conference calling. The meeting date and time will be published by the Emergency Services Director or designee prior to the meeting. Other meetings of the EMEB shall be called by the Chairman or Vice-Chairman or by a majority of the members of the EMEB.

Yakima Country Emergency Services Director, POWERS, DUTIES, AND RESPONSBILITIES

The Emergency Services Director shall be selected by a majority vote of the EMEB. The Emergency Services Director shall be responsible for the coordination and development of overall emergency management planning and regular training exercises. To ensure that quality Emergency Services are delivered to the community, the Emergency Services Director shall report activities to the EMEB and Emergency Management Council (EMC).

(A) Subject to the direction of the EMC and EMEB, the Emergency Services Director is hereby empowered and directed:
   (1) To provide an emergency management operating plan for Yakima County and its participating cities and towns, conforming to the state emergency management plan and program.

(2) Administer emergency management activities in mitigation, preparedness, response, and recovery from major emergencies and disasters.
(3) Oversee preparation and implementation of the county's comprehensive emergency management plan, and hazard mitigation plan.
(4) To coordinate the effort of the emergency management organization for the accomplishment of the purposes of this resolution.
(5) To direct coordination and cooperation between divisions, services, and staff of the joint emergency management jurisdictions.
(6) To present the emergency management organizations of these cities in dealings with public or private agencies pertaining to emergency management and disasters.
(7) Conduct emergency operations exercises as may be required by law.
(8) To keep and maintain an inventory of goods, supplies and equipment of Yakima Valley Office of Emergency Management or in its custody including federal excess property on loan to the department with said inventory to specify the location of each item listed thereon.
(9) The Emergency Services Director will ensure that Emergency Services training meets the standard of care by overseeing the development of training and instruction to the providers. The Emergency Services Director or designee may respond to Emergency Medical Service calls to evaluate and/or assist with patient care.
(10) Upon request of the Incident Command the Emergency Services Director or designee will respond to public safety incidents to support Incident Commands or community needs.

(B) In the event of a disaster, the Emergency Services Director and/or designee shall be empowered
(1) To coordinate matters reasonably related to the protection of life and property as affected by such disaster.
(2) To activate the emergency operations center, as needed for coordination.
(3) To obtain vital supplies, equipment and such other resources as needed for the protection of life and property and response efforts for the communities within Yakima County and bind the participating members thereof and if required immediately, to commandeer the same for public use.
(4) To execute the special powers conferred upon the position by this agreement or by resolution adopted pursuant thereto, by powers conferred upon the position by statute, or by agreement approved by the EMC or other lawful authorities.
(5) To request necessary personnel or material from any county, city or town department or agency. Officers and employees of these counties, cities, and towns with those paid and volunteer forces enroll to aid them during a disaster, and groups, organizations, and persons who, by agreement or operation of law may be charged with duties incident to the protection of life and property in these counties, cities, and towns during disaster, shall constitute the emergency management organization of the counties, cities, and towns.
(6) Per RCW 38.52.070, The Emergency Services Director or his designee may enter into contracts and incur obligations necessary to combat such disaster, protecting the health and safety of persons and property, and providing emergency assistance to the victims of such disaster.
(7) To make emergency purchases in any amount following the guidance of Yakima County Resolution No. 328-2006 with approval from the Emergency Operations Center Executive/Policy Group. The Director will alert member jurisdictions and the board of any purchases in excess of the thresholds identified by the EMEB and YVOEM budget.

SERVICES TO BE PROVIDED TO PARTICIPATING SUBDIVISIONS

The Yakima Valley Office of Emergency Management shall provide service, equipment, and personnel to participating political subdivisions to assist them in effecting emergency operational plans and programs, to include the following:

A. To provide an emergency management organization to coordinate operational activities and to minimize death, injury, and damages for periods before, during and after a natural disaster or human-caused disaster.
B. To coordinate local emergency management planning with the federal government, State of Washington, neighboring counties, military organizations, and other support agencies.
C. To provide for the effective utilization of resources within or from outside these jurisdictions to minimize the effects of disaster and to request assistance as needed through established emergency management channels, county to state, to federal.
D. To recruit, register and identify personnel and to seek compensation coverage for volunteers who suffer injury or equipment loss as a result of emergency management duty.
E. To establish and maintain training and public information programs.
F. To identify protection for the population against all known hazards.
G. To provide emergency disaster control and coordination through the Yakima Valley Office of Emergency Management.
H. To develop a system for warning the general public, and to provide information and guidance to the general public.
I. To provide support for search and rescue operations.
J. To perform normal office procedures, correspondence, and inventories.

DURATION

This agreement shall remain in full force and effects from date of adoption by the Yakima County Board of Commissioners and each respective incorporated city or town within Yakima County.

AGREEMENT UPDATES

YVOEM will be responsible for updating the terminology, responsibilities, and authorities of this agreement as needed and will review and re-adopt the agreement at the same time as the Comprehensive Emergency Management Plan update (every 5 years). WAC 118-30-40 requires a resolution adopting the Interlocal agreement for Emergency Management Services.

WITHDRAWAL

Any participating party to this agreement shall have the right to withdraw from this agreement by giving 180 days' notice in writing to the other parties.

PROPERTY DISPOSAL UPON MEMBER WITHDRAWAL OR AGREEMENT CANCELLATION

(A) No real property ownership or acquisition is anticipated. Property, for the purpose of this section, refers to personal property only.
(B) Federal or state-owned properties shall be disbursed in accordance with appropriate federal or state guidelines.
(C) Items loaned to the Yakima Valley Office of Emergency Management by a participating member shall be returned to that member upon that member's withdrawal from this agreement, upon this agreement's cancellation or upon the expirations of this agreement.
(D) Items owned by the Yakima Valley Office of Emergency Management and financed through per capita quarterly billings of serving members, or through federal or state funding shall be dispensed of as follows:
    (1) Upon agreement of cancellation or expiration of the entire agreement, unspent funds shall be distributed on a current per capita basis to members.
    (2) Upon the withdrawal of any or all cities or towns, such city or town shall be refunded any funds unspent from the preceding per capita billings. Properties owned by the Yakima Valley Office of Emergency Management will remain with Yakima Valley Office of Emergency Management and shall not be subject to disbursement.

Yakima County and the following incorporated towns and cities are Equal Opportunity Employers.

Appendix A: Board Members, Alternates, & Positions

Position	Elected Board Member	Alternate Board Member	Date Elected
Board Chair	Kyle Curtis Yakima County Commissioner	OPEN	-
Emergency Services Director	Tony Miller Director of Emergency Services	Mike McMullen Planner	N/A
Board Secretary	Pamela Brooks Financial Specialist	Nicole Parpart Grant Specialist/Planner	N/A
Board Position #1	Patricia Byers Mayor, City of Yakima	OPEN	-
Board Position #2	Mayor, City of Selah	OPEN	-
Board Position #3	Mayor, City of Zillah	OPEN	-
Board Position #4	Yakima Sheriff's Office	OPEN	-
AdHoc	Ray Lemoureux, Fire Chief Fire Chief's Representative	OPEN	-
AdHoc	Member of the Public	OPEN	

AGREEMENT FOR YAKIMA VALLEY

OFFICE OF EMERGENCY MANAGEMENT

IN WITNESS WHEREOF, the parties to the Agreement for Yakima Valley Office of Emergency Management by their respective proper officers duly authorized by respective resolutions of the governing bodies. This agreement is signed and executed this ______ day of __________, 2025.

CITY OF GRANDVIEW	CITY OF GRANGER	TOWN OF HARRAH
____________________ Mayor	____________________ Mayor	____________________ Mayor
CITY OF MABTON	**CITY OF MOXEE**	**TOWN OF NACHES**
____________________ Mayor	____________________ Mayor	____________________ Mayor
CITY OF SELAH	**CITY OF SUNNYSIDE**	**CITY OF TIETON**
____________________ Mayor	____________________ Mayor	____________________ Mayor
CITY OF TOPPENISH	**CITY OF UNION GAP**	**CITY OF WAPATO**
____________________ Mayor	____________________ Mayor	____________________ Mayor
CITY OF YAKIMA	**CITY OF ZILLAH**	
____________________ Mayor	____________________ Mayor	

BOARD OF YAKIMA COUNTY COMMISSIONERS

____
Chairman

Yakima Valley
Office of Emergency Management
2403 South 18th Street, Suite 200
Union Gap, WA 98903
(509) 574-1900

Invoice #2025-0012

Date: January 17, 2025

BILL TO:

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

DESCRIPTION		TOTAL
Emergency Management Per Capita Assessment - 2025		$9,182.45

Remarks / Payment Instructions: **Net 30**

Balance Due	**$9,182.45**

Working for a Disaster Resilient Community
Member Jurisdictions
Grandview, Granger, Harrah, Mabton, Moxee, Naches, Selah,
Sunnyside, Tieton, Toppenish, Union Gap, Wapato, Yakima, Yakima County, Zillah

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-027

Meeting Date:	April 14 2025
Subject:	HLA Contract Amendment No. 1 for Jackson-Juniper Watermain Project
Attachments:	Resolution and Contract Amendment No. 1
Presented by:	Dan Ford, PE – City Manager
Approved for Agenda by:	Dan Ford, PE – City Manager

Discussion:

HLA Engineering and Surveying has been the Engineer in charge of this watermain replacement project and has been working under a contract that needs to be extended to accommodate unforeseen construction discoveries resulting in delays and increased costs.

This Amendment is for the Construction Engineering only. A construction change-order will be submitted by the contractor, **Assent Foundation & More, LLC** at a future date.

Fiscal Impact:

The cost of this Amendment is $37,500. There is no change in scope. The Finance Director has indicated that water reserves can be used for these costs.

Recommendation:

Approve Resolution 2025-22, authorizing the City Manager to sign Amendment No. 1, Task Order No. 2024-02.

Alternatives:

Delay authorization to a later meeting for presentation and consideration of additional project information from consultant and staff.

RESOLUTION 2025-22

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE TASK ORDER 2024-02 WITH HLA FOR THE JACKSON STREET AND JUNIPER STREET WATERMAIN IMPROVEMENTS, FOR THE CITY OF TOPPENISH, WASHINGTON

WHEREAS the City and HLA Engineering have entered into an agreement to facilitate the Jackson Street and Juniper Street Watermain Improvement project, and

WHEREAS it has been deemed necessary to revise the terms of said agreement, it needs to be extended to accommodate unforeseen construction discoveries resulting in delays and increased costs, and

WHEREAS the City seeks to focus the efforts of HLA Engineering on design engineering, construction engineering, and additional services as needed for the Jackon Street and Juniper Street Watermain Improvements,

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

Section 1. Approval: Amendment No. 1 to Task Order 2024-02 between HLA and City of Toppenish outlining the scope of work to accommodate unforeseen construction discoveries resulting in delays and increased costs for the Jackson Street and Juniper Street Watermain Improvements in the amount of $37,500 is approved and the City Manager is authorized and directed to execute said agreement on behalf of the City.

Section 2. Corrections: The City Clerk is authorized to make necessary corrections to this Resolution including, but not limited to, the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto.

Section 3. Effective Date: This Resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on April 14, 2025.

____

ELPIDIA SAAVEDRA, Mayor

ATTEST:

____

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____

DANIEL B. HEID, City Attorney

HLA Engineering and Land Surveying, Inc.

* TRANSMITTAL *

Date: April 2, 2025

Project No.: 24071C

To: City of Toppenish Public Works
408 Washington Avenue
Toppenish, WA 98948

Attention: Dan Ford, PE
City Manager

From: Terry D. Alapeteri, PE

Re: City of Toppenish
Jackson Street and Juniper Street Watermain Improvements
Construction Engineering
Task Order No. 2024-02 – Amendment No. 1

We are sending you the attached following items:

Two (2) Original Task Order No. 2024-02 – Amendment No. 1 Agreements

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Comment:

Dan,

Attached for your review and consideration are two (2) signed original Task Order No. 2024-02 - Amendment No. 1 agreements for the Jackson Street and Juniper Street Watermain Improvements – Construction Engineering project. If acceptable, please sign and date the Agreements and return one (1) fully executed original to our office.

We very much appreciate the opportunity to work with you and serve the City of Toppenish. If you have any questions or need additional information, please contact me at talapeteri@hlacivil.com or (509) 966-7000.

Thank you.

Copy to: ______________________ Signed: Terry D. Alapeteri

\\fs02\General\Contracts & Task Orders\Toppenish\2025\2025-04-02 24071C Task Order 2024-02 - Jackson St and Juniper St Watermain Imp CN - AMENDMENT NO. 1 Trans.docx

AMENDMENT NO. 1

TASK ORDER NO. 2024-02

REGARDING GENERAL AGREEMENT BETWEEN CITY OF TOPPENISH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Jackson Street and Juniper Street Water System Improvements
HLA Project No. 24071E/C

The City of Toppenish (CITY) has been selected to receive American Rescue Plan Act (ARPA) funds from Yakima County in the amount of $708,000 for this project. Funding is for the design and construction of water main improvements and will be completed in coordination with the Transportation Improvement Board (TIB) funded Jackson Street and Juniper Street Reconstruction project.

REASON FOR AMENDMENT NO. 1

Amendment No. 1 is due to the contractor requesting fifteen (15) extra working days to complete construction. This increases the amount of construction engineering services that HLA will provide from thirty (30) working days to forty-five (45).

SCOPE OF SERVICES:

There are no revisions to Scope of Services due to Amendment No. 1.

TIME OF PERFORMANCE:

Revisions to Time of Performance due to Amendment No. 1 are as follows.

2.0 Construction Engineering

2.2 A maximum of forty-five (45) working days has been assumed for the construction of the improvements, utilizing a standard 40-hour work week.

2.3 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond forty-five (45) working days shall be considered additional services until another Amendment to Task Order No. 2024-02 is executed.

FEE FOR SERVICES:

Revisions to Fee for Services due to Amendment No. 1 are as follows.

2.0 Construction Engineering

All work for construction engineering services shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses, not to exceed $124,600 (Original amount of $87,100 plus $37,500 for Amendment No. 1). If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be considered additional services until another amendment to Task Order No. 2024-02 is executed.

Signatures are on the following page.

Proposed:

HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

4/2/2025
Date

Approved:

City of Toppenish
Daniel Ford, PE, City Manager

Date

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-028

Meeting Date:	April 14 2025
Subject:	Wastewater Treatment Plant Indirect Biosolids Dryer System – Equipment Only Contract Bond
Attachments:	Resolution and Contract Amendment No. 1
Presented by:	Mike Heit, PE – HLA Engineering and Surveying
Approved for Agenda by:	Dan Ford, PE – City Manager

Discussion:

The City's of Toppenish Public Works Department, will be opening a public bid for the Wastewater Treatment Plant (WWTP) Indirect Biosolids Dryer System – Equipment Only on April 17, 2025.

In accordance with RCW 39.08.010 and 39.08.030, the project specifications are requiring a contract bond equal to the full contract price of the successful bid amount. However, RCW 39.08.030 allows cities to determine the bond amount, if they so choose, as long as the bond is a minimum of twenty-five percent (25%) of the contract price. For this project, the contractor (supplier), will not be performing any public works contracting duties, but rather supplying the Indirect Biosolids Dryer System equipment. The project specifications limit progress payments to seventy percent (75%) of the contract price, with twenty five percent (25%) provided after delivery to project site; and five percent (5%) with completion of startup and training, and final acceptance of project.

Therefore, the request is for contract bond to be adjusted to seventy percent (75%) of the contract price, matching the equipment progress payments prior to equipment delivery.

Fiscal Impact:

A contract bond costs a contractor a percentage of the bond amount based on the contractor's bonding history. Equipment only public works contracts are not a common occurrence, so equipment suppliers do not have a great amount of bonding history and therefore pay the highest bonding percentage rate. A reduction in the contract bond percentage amount will result in the ability for more interest in the project from equipment suppliers while still providing the coverage of any expended funds made through the progress payments.

Recommendation:

Approve Resolution 2025-23: A Resolution of the City Council of the City of Toppenish, Washington, reducing the Wastewater Treatment Plant Indirect Biosolids Dryer System – Equipment Only contract bond amount to seventy percent of the contract price.

Alternatives:

Leave the contract bond at one hundred percent of the contract price **or** Delay authorization to a later meeting for presentation and consideration of additional project information from consultant and staff.

RESOLUTION 2025-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, WASTE WATER TREATMENT PLANT INDIRECT BIOSOLIDS DRYER SYSTEM – EQUIPMENT ONLY CONTRACT BOND

WHEREAS, the municipal waste water treatment plant (WWTP) is the community's sole means of managing municipal wastewater for the City of Toppenish and is required to operate within state and federal regulations; and

WHEREAS, due to a serious and significant breakdown of WWTP equipment, it is incumbent on the City to make emergency repairs to the plant, including acquisition of Indirect Biosolids Dryer System equipment; and

WHEREAS, on April 17, 2025, a public bid opening will be held to open bids for a WWTP Indirect Biosolids Dryer System – Equipment Only project; and

WHEREAS, in accordance with RCW 39.08.010 a contract bond is required for the public works contract; and

WHEREAS, pursuant to RCW 39.08.030, cities may set bond requirements in amounts less than the full amount of the contract price agreed to be paid for such work or improvement; and

WHEREAS, in this case, the City Council has determined in accordance with RCW 39.08.030, the contract bond amount shall be seventy percent of the contract price;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, as follows:

> The City Council authorizes the Mayor and City Manager to revise the contract bid amount to seventy percent of the Waste Water Treatment Plant Indirect Biosolids Dryer System – Equipment Only project bid price.

IT IS FURTHER RESOLVED, that the City Manager is authorized to execute such other and further documents and take such other steps as are consistent with and necessary to effect and implement the purposes hereof.

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

PASSED by the Toppenish City Council at its regular meeting on the 14th day of April, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-029

Meeting Date:	April 14, 2025
Subject:	Refuse Can Replacement Purchase
Attachments:	Toter, LLC Refuse Can Quote
Presented by:	Daniel Musgrave, Public Works Supervisor
Approved for Agenda by:	Dan Ford, PE, City Manager

Discussion:

The City of Toppenish is responsible for both residential and commercial solid waste (garbage) collection. The City is also responsible for providing garbage cans for its customers.

Previous cans were not as durable and as a result the City has seen a high percentage of failure which requires replacement of those cans. As a result, we have very little to no residential cans, also known as 96 Gallon Refuse Carts, available and therefore need to make a purchase of new cans.

Understanding that the City requires both durability and affordability the City researched several options and selected cans supplied by Toter, LLC. Quote attached.

The cans selected offer a significant improvement in both quality and price compared to our previous products, with the only difference being higher freight costs but the overall cost and durability means that the replacement rate will be significantly less resulting in an overall cost saving in both materials and labor for staff.

Fiscal Impact: the City will acquire 300 cans with this purchase with the total price being $23,518.78. This purchase was reviewed by the Finance Director, and he confirmed that there are sufficient funds to proceed.

Recommendation: Approve and authorize the City manager to purchase necessary refuse containers in the amount of $23,518.72.

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

Toter®

Sourcewell

Awarded Contract

Contract # 041521-TOT

1661 Frontera Rd, Del Rio, TX, 78840

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10343412

Sell To:

Contact Name	Veronica Luna
Bill To Name	City of Toppenish
Bill To	21 W 1st Ave Toppenish, WA 98948-1524 USA
Email	veronica.luna@cityoftoppenish.us
Phone	(509) 865-4500
Ship To Name	City of Toppenish
Ship To	21 W 1st Ave Toppenish, WA 98948-1524 USA
Quick Ship	☐

Quote Information

Salesperson	Tina Rainwater
Salesperson Email	trainwater@wastequip.com
Expiration Date	4/25/2025
Quote Number	WQ-10343412 Please Reference Quote Number on all Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
**Plastics - 79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	---Body Color - (200) Black ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (New) in White ---Wheels - 10in Sunburst ---Toter Serial Number Hot Stamped on Front of Cart Body in Custom Color ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty – 12 Yrs Cart Body, All other components 10 Yrs	300.00	$56.50	$16,950.00
99 Plastics-Op-Die-Body	---One Time Die Charge for New Body Hot Stamp		1.00	$0.00	$0.00

Payment Terms	Net 30 Days if credit has been established
Shipping Terms	FOB Origin
Subtotal	$16,950.00
Shipping	$6,568.78
Grand Total	$23,518.78

Special Instructions

Special Instructions Customer must have way to offload - forklift recommended

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale (“Wastequip’s Terms””) located at: https://www.wastequip.com/terms-conditions-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip’s Terms may be updated from time to time and are available by hard copy upon request.

Toter®

Sourcewell

Awarded Contract

Contract # 041521-TOT

1661 Frontera Rd, Del Rio, TX, 78840

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10343412

<table>
<tr><td></td><td>Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.</td></tr>
<tr><td>Additional Information</td><td>Pricing is based on your acceptance prior to the expiration of this Quote, including product specifications, quantities, and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change. Pursuant to California Section 26275 of the Health and Safety Code, certain trash receptacles and storage containers must be marked with reflectors. Customers must disclose if such receptacles and containers are intended for use in California – if not disclosed, the receptacles and containers are not intended for use in California.</td></tr>
<tr><td>Special Contract Information</td><td>Sourcewell – Pricing and Products/Services offerings are based on the Sourcewell Co-Operative Contract with Toter, LLC (#120324, eff. 4/4/2025), and such Contract terms and conditions are incorporated herein by reference. Pricing and Products/Services changes may occur at any time with proper documentation, and subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.</td></tr>
</table>

Signatures

Accepted By: ______________________________

Company Name: ______________________________

Date: ______________________________

Purchase Order: ______________________________

Please Reference Quote Number on all Purchase Orders

6940 O Street, Suite 100
Lincoln, NE 68510
www.SnyderRefuse.com
Phone: 317-450-0920
Fax: 402-465-1220
Deborah Smith, National Account Manager
dsmith@snydernet.com

QUOTE

DATE	January 30, 2025
QUOTE #	20250130TOPPENISH-200 units
CUSTOMER ID	6968
VALID UNTIL	February 17, 2025

CUSTOMER	SHIP TO
City of Toppenish	City of Toppenish
21 West First Avenue	408 Washington Avenue
Toppenish, WA 98948	Toppenish, WA 98948
Veronica Luna	
509-865-4500	
veronica.luna@cityoftoppenish.us	

DESCRIPTION	PART NUMBER	UNIT PRICE	QTY	TAXED	AMOUNT
96G REF CART ASM W/LID BLACK	851000A	111.00	200	x	22,200.00
					-
					-
					-
Freight				x	$3,450.00
					-
Shipping from Chino, CA 91710					-
					-
					-
					-
					-

Subtotal	$	25,650.00
Taxable	$	25,650.00
Tax rate		8.000%
Tax due	$	2,052.00
Other	$	-
TOTAL	**$**	**27,702.00**

TERMS AND CONDITIONS

1. Customer will be billed after indicating acceptance of this quote
2. Payment will be due prior to delivery of service and goods
3. Please fax or mail the signed price quote to the address above

Customer Acceptance (sign below):

x ______________________________

Print Name:

If you have any questions about this price quote, please contact

Deborah Smith * 317-450-0920 * dsmith@snydernet.com

Thank You For Your Business!