CITY OF TOPPENISH

City Council Regular Meeting Agenda

October 27, 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. Employee Recognition

a. Swearing in of Police Officer Rosendo Gudino.

4. Public Comment

The City Council welcomes public attendance at Council meetings. This meeting is for the conduct of regular City business. With very few exceptions, 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 and state your name for the public record. Your remarks must be limited to three minutes or less. Please use the microphone.

5. Consent Agenda

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

a. Approve Minutes of the October 13, 2025, Regular Meeting.

b. Approve Payroll Checks and Bank Drafts as listed in the attached register in the total amount of $282,837.49 dated October 22, 2025.

c. Approve Claims Checks and Bank Drafts as listed in the attached register in the total amount of $281,984.55 dated October 27, 2025.

6. Old Business

a. AB 25-97: Discussion/Non-Action for the Property Tax Levy Increase.

7. New Business

a. AB 25-98: [Proposed] Resolution No. 2025-71, Approving Interagency Agreement with Washington Traffic Safety Commission.

b. AB 25-99: [Proposed] Resolution No. 2025-72, Approving Yakima Valley Emergency Management 2026 Annual Assessment.

c. AB 25-100: [Proposed] Resolution No. 2025-73, Approving Interlocal Agreement with Sunnyside Municipal Court.

- **d.** AB 25-101: [Proposed] Resolution No. 2025-74, Approving Comprehensive Plan PUG 2025-2026.
- **e.** AB 25-102: [Proposed] Resolution No. 2025-75, Approving Change Order No. 1 for Scum Discharge Work associated with the Emergency WWTP Repairs.
- **f.** AB 25-103: [Proposed] Resolution No. 2025-76, Approving Lot Consolidation Application for Wastewater Treatment Plant (WWTP) Properties.
- **g.** AB 25-104: [Proposed] Resolution No. 2025-77, Authorizing the Purchase of a Blower for the Wastewater Treatment Plant (WWTP).
- **h.** AB 25-105: [Proposed] Resolution No. 2025-78, Approving Purchase of Furniture for Police Station Remodel.

8. Council Meeting Reports and Community Announcements

9. Adjournment

Next Council Meeting Will Be Held on November 3, 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.

City of Toppenish Police Department

OATH OF OFFICE

I, ***Rosendo Gudino,*** *do solemnly swear, that I will support and defend the Constitution of the United States, and the Constitution of the State of Washington against all enemies, foreign and domestic; that I will bear true allegiance to the Constitution of the United States, to the State of Washington and to the statutes and ordinances of the City of Toppenish. I further solemnly swear that I will diligently discharge all orders and directions of the present, or future, Public Safety Director and other superior officers appointed over me according to the rules and regulations of the City of Toppenish Police Department.*

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

Signed: ____________________________________ *Date: October 27, 2025*

Subscribed and sworn to before me this 27th day of October, 2025.

____

Heidi Riojas, CMC, City Clerk

TOPPENISH CITY COUNCIL
Regular Meeting Minutes
October 13, 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 George Garcia and Cristian Sanchez.
Absent:	Councilmembers Naila Prieto Duval and Josh Garza.
Staff:	City Manager Dan Ford, City Attorney Daniel B. Heid, Budget and Finance Director Adam Vaughn (FD Vaughn), Public Safety Director Joseph Mehline, Community and Economic Development Director Andrew Hattori (CED Hattori), Public Works Supervisor Daniel Musgrave, IT Services Manager Van Donley, City Clerk Heidi Riojas, and Communications Manager Sean Davido.

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

Councilmember Garcia moved, seconded by Councilmember Sanchez to excuse Councilmembers Prieto Duval and Garza from the October 13, 2025, Regular Meeting. Motion carried unanimously.

APPROVE AGENDA

Mayor Pro Tem Belton moved, seconded by Councilmember Garcia to approve the October 13, 2025, Agenda. Motion carried unanimously.

PROCLAMATION

Mayor Saavedra recited the Proclamation to proclaim the week of October 23, 2025, through October 31, 2025, as Red Ribbon Week.

PUBLIC COMMENT

The City Council received comments from the public during the meeting.

CONSENT AGENDA

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

a. Approve Minutes of the September 22, 2025, Regular Meeting.
b. Approve Minutes of the September 29, 2025, Special Meeting.
c. Approve Minutes of the October 6, 2025, Study Session.

d. Approve Payroll Checks and Bank Drafts as listed in the attached register in the total amount of $199,259.79 dated October 7, 2025.
e. Approve Claims Checks and Bank Drafts as listed in the attached register in the total amount of $578,494.70 dated October 13, 2025.

Motion carried unanimously.

NEW BUSINESS

Mayor Saavedra Read Ordinance No. 2025-12 Into the Records: An Ordinance of the City Council of the City of Toppenish, Washington, Enacting an Additional Sales and Use Tax of One-Tenth of One Percent, as Authorized in Section 201, Chapter 350, Laws of Washington 2025, For Criminal Justice Purposes; Adding a New Section 3.33.090 to the Toppenish Municipal Code; and Providing For Severability and Establishing an Effective Date.

Mayor Pro Tem Belton moved, seconded by Councilmember Garcia to adopt Ordinance No. 2025-12. Motion carried unanimously.

Mayor Saavedra Read Ordinance No. 2025-13 Into the Records: An Ordinance of the City Council of the City of Toppenish, Washington, Amending the Capital Facilities Element of the Comprehensive Plan of the City of Toppenish Pursuant to the Growth Management Act Chapter 36.70A RCW.

Councilmember Sanchez moved, seconded by Councilmember Garcia to adopt Ordinance No. 2025-13. Motion carried unanimously.

Mayor Saavedra Read Ordinance No. 2025-14 Into the Records: An Ordinance of the City Council of the City of Toppenish, Washington, Amending Section 5.01.015 of the Toppenish Municipal Code Relating to Business License Exemptions.

Mayor Pro Tem Belton moved, seconded by Councilmember Garcia to adopt Ordinance No. 2025-14. Motion carried unanimously.

Resolution No. 2025-70: A Resolution of the City Council of the City of Toppenish, Washington, Authorizing the City Manager to Execute Change Order No. 1 to the Construction Contract With Interwest Construction Inc.

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to approve Resolution No. 2025-70. Motion carried unanimously.

Schedule three public hearings for the 2026 budget season.

CC Riojas stated that state law requires three public hearings during the annual budget process: one each for property taxes and revenue sources, the preliminary budget, and the final budget. Staff will present the budget adoption ordinance at the December 8, 2025 Regular Meeting.

Mayor Pro Tem Belton moved, seconded by Councilmember Garcia to Set November 10, 2025, as the date for a Public Hearing Regarding Revenue Sources and 2026 Property Tax Levy. Motion carried unanimously.

Mayor Pro Tem Belton moved, seconded by Councilmember Garcia to Set November 24, 2025, as the date for the First Public Hearing for the Proposed 2026 Preliminary Budget. Motion carried unanimously.

Mayor Pro Tem Belton moved, seconded by Councilmember Sanchez to Set December 1, 2025, as the date for the Final Public Hearing for the Proposed 2026 Final Budget. 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 7:32 p.m.

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ELPIDIA SAAVEDRA, MAYOR

____
HEIDI RIOJAS, CMC, CITY CLERK

Payroll Check Register
Payroll for Period: 10/1-10/15, 2025

Description	Payment Type	Payment Number	Amount
ACH Payroll 10/1-10/15, 2025	Bank Draft	ACH Payroll	$118,210.48
Benefits Only	Regular	37919-37923	$0.00
City of Toppenish - Longevity	Regular	37924	$375.00
IAFF-MERP Trust Office	Regular	37925	$375.00
Teamsters Local 760	Regular	37926	$981.00
Toppenish Police Officer Association	Regular	37927	$661.50
Treasurer IAFF #2328	Regular	37928	$326.00
United Way Of Yakima Co.	Regular	37929	$3.00
Vimly Benefit Solutions, Inc.	Regular	37930	$93,956.34
Washington Teamsters Welfare Trust	Regular	37931	$2,201.60
Aflac (EFT)	Bank Draft	DFT0000218	$39.69
Aflac (EFT)	Bank Draft	DFT0000219	$152.08
MissionSquare (EFT)	Bank Draft	DFT0000220	$4,888.22
Nationwide Retirement Solutions (EFT)	Bank Draft	DFT0000221	$1,615.07
Dept of Retirement Systems (EFT)	Bank Draft	DFT0000222	$20,319.76
Internal Revenue Service (EFT)	Bank Draft	DFT0000223	$37,388.87
WCIF - PD Dental & Vision (EFT)	Bank Draft	DFT0000224	$1,343.88
	Grand Total		**$282,837.49**

Payroll Checks

Payroll Checks 37919-37931 and Electronic Transfers DFT0000218-DFT0000224.

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

October 21, 2025
Date

Check Report

City of Toppenish, WA

By Check Number

Date Range: 07/28/2025 - 10/31/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Claims-AP Claims						
11336	Lab Test	07/28/2025	Regular	0	-1825	NR37462
12233	RV-PU Tax - Solid Waste/Yakima Waste	10/13/2025	Regular	0	-23.95	NR37910
13153	Felix Almonte	10/13/2025	Regular	0	651.32	37918
11336	Lab Test	07/28/2025	Regular	0	1825	37932
13099	Abadan Tri Cities	10/27/2025	Regular	0	267.84	37933
10047	ADT Security Services, Inc.	10/27/2025	Regular	0	47.51	37934
10067	Alba Enterprises	10/27/2025	Regular	0	180	37935
10081	Allen, James	10/27/2025	Regular	0	125	37936
10099	Amazon Capital Services	10/27/2025	Regular	0	551.87	37937
10120	Anatek Labs, Inc.	10/27/2025	Regular	0	700	37938
10194	Axon Enterprise, Inc.	10/27/2025	Regular	0	345.6	37939
13132	Blackbird Wraps and Vinyl	10/27/2025	Regular	0	48.74	37940
10403	CDW Government	10/27/2025	Regular	0	18056.81	37941
320225666	CenturyLink	10/27/2025	Regular	0	22.77	37942
10445	Charter Communications	10/27/2025	Regular	0	615	37943
10456	Cintas Corporation #605	10/27/2025	Regular	0	174.23	37944
10467	City of Sunnyside - Finance Dept.	10/27/2025	Regular	0	25663.12	37945
10648	Department of Licensing	10/27/2025	Regular	0	54	37946
10654	Dept. Of Transportation	10/27/2025	Regular	0	79.45	37947
10728	EarthCam, Inc.	10/27/2025	Regular	0	375	37948
10767	Envirotech Services Inc	10/27/2025	Regular	0	7548.66	37949
10829	Fidelity Title Co.	10/27/2025	Regular	0	375	37950
10838	Fire Protection Publications	10/27/2025	Regular	0	453.6	37951
10886	Galls, Inc.	10/27/2025	Regular	0	35.78	37952
13145	Gideon Thomas Urlacher	10/27/2025	Regular	0	972	37953
10955	GMP Consultants LLC	10/27/2025	Regular	0	3125	37954
11039	H.D. Fowler Co., Inc.	10/27/2025	Regular	0	4520.28	37955
11045	Hanks, Michael E	10/27/2025	Regular	0	116	37956
13154	Hector Garibay	10/27/2025	Regular	0	180	37957
11087	HLA Engineering and Land Surveying, Inc.	10/27/2025	Regular	0	131117.03	37958
11108	Howard's Tire Factory Inc	10/27/2025	Regular	0	502.54	37959
11157	Intermountain Cleaning Service, Inc.	10/27/2025	Regular	0	422.37	37960
11221	Jesus Padilla Villafan	10/27/2025	Regular	0	167	37961
11238	Johnson Controls Security Solutions LLC	10/27/2025	Regular	0	2290.69	37962
11271	Kazcade Engraving & Trophies	10/27/2025	Regular	0	151.2	37963
11461	Mansfield Alarm Co. Inc.	10/27/2025	Regular	0	301.38	37964
11501	Masters Telecom LLC	10/27/2025	Regular	0	16.69	37965
11515	Media Control Systems. LLC	10/27/2025	Regular	0	1600	37966
11556	Midstate Monuments, Inc.	10/27/2025	Regular	0	54.15	37967
11586	Moon Security Service, Inc.	10/27/2025	Regular	0	192.38	37968
11607	Morton's Supply Inc.	10/27/2025	Regular	0	50.39	37969
11710	ODP Business Solutions, LLC	10/27/2025	Regular	0	23.21	37970
13157	Olga Gonzalez	10/27/2025	Regular	0	96.5	37971
11699	O'Reilly Auto Parts	10/27/2025	Regular	0	153.66	37972
11753	Oxarc, Inc.	10/27/2025	Regular	0	66.62	37973
12719	Price Ford of Yakima Valley, LLC	10/27/2025	Regular	0	265.77	37974
11885	Public Safety Psychological Services	10/27/2025	Regular	0	1120	37975
11886	Public Safety Testing, Inc	10/27/2025	Regular	0	212	37976
11934	Rathbun Iron Works, Inc.	10/27/2025	Regular	0	8.64	37977
12353	Sea Western, Inc.	10/27/2025	Regular	0	656.1	37978
12493	Summit Law Group	10/27/2025	Regular	0	1404	37979
12595	TMG Services, Inc.	10/27/2025	Regular	0	651.02	37980
12651	Trojan Technologies	10/27/2025	Regular	0	300.89	37981
12652	True North Equipment	10/27/2025	Regular	0	1714.34	37982

12748	Verizon Wireless	10/27/2025	Regular	0	3183.49	37983
12751	VESTIS	10/27/2025	Regular	0	32.42	37984
12841	Washington State Treasurer	10/27/2025	Regular	0	2181.82	37985
12867	Weinmann, Gene E.	10/27/2025	Regular	0	2018.19	37986
12931	Workhub Software Inc.	10/27/2025	Regular	0	42	37987
12974	Yakima County Department of Corrections	10/27/2025	Regular	0	12884	37988
12975	Yakima County Dept. of Emergency Medical Se	10/27/2025	Regular	0	472.62	37989
12983	Yakima County GIS	10/27/2025	Regular	0	95	37990
Vendor 541	Yakima County Treasurer	10/27/2025	Regular	0	39.32	37991
13035	Yeni Salcedo	10/27/2025	Regular	0	60	37992
11574	Mobile Modular	10/27/2025	Regular	0	28575	37993
11773	Pacific Power - Yakima Operations Center	10/27/2025	Regular	0	6210	37994
11839	Pitney Bowes Inc.	10/09/2025	Bank Draft	0	2500	DFT0000215
12889	Wex Bank (EFT)	10/24/2025	Bank Draft	0	11832.35	DFT0000217
11839	Pitney Bowes Inc.	10/21/2025	Bank Draft	0	2500	DFT0000225

Bank Code AP Claims Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	65	65	0.00	266,442.01
Manual Checks	0	0	0.00	0
Voided Checks	2	2	0.00	-1,848.95
Bank Drafts	3	3	0.00	17,391.49
EFT's	0	0	0.00	0
	70	**70**	**0.00**	**281,984.55**

Check Report **Date Range: 07/28/2025 - 10/31/2025**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General -General						
11069	Heritage Bank	10/15/2025	Bank Draft	0	559.14	DFT0000216

Bank Code General Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	65	65	0.00	266,442.01
Manual Checks	0	0	0.00	0.00
Voided Checks	2	2	0.00	-1848.95
Bank Drafts	3	3	0.00	17,391.49
EFT's	0	0	0.00	0.00
	1	**1**	**0.00**	**559.14**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	65	65	0.00	266,442.01
Manual Checks	0	0	0.00	0
Voided Checks	3	3	0.00	-1848.95
Bank Drafts	4	4	0.00	17,391.49
EFT's	0	0	0.00	0
	72	**72**	**0.00**	**281,984.55**

Accounts Payable Checks 37918 and 37932-37994, Bank Drafts DFT215-DFT217 and DFT225, and Voided Checks NR37462, and NR37910.

I, 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 fullfillment of a contractual obligation, and that the claim is a just, due unpaid obligation against the City of Toppenish, and that I am authorized to authenticate and certify to said claim.

____ October 24,2025

Adam Vaughn, Finance Director

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-97

Meeting Date:	October 27, 2025
Subject:	AB 25-97: Discussion/Non-Action for the Property Tax Levy Increase.
Attachments:	None
Presented By:	Adam Vaughn, Finance Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

This discussion item is related to the 2026 Budget and options that staff is asking the City Council to consider for the long-term sustainability of the City's operating budget. Currently, the City has an estimated operating deficit of about $600,000. This option would put a ballot measure on the February 2026 Special Election to consider a $1.00 per $1,000 of assessed value increase to property tax for the purpose of maintaining our current level of Fire Department Services.

State law limits annual property tax growth to 1% without voter approval, which is currently insufficient to keep pace with rising costs for Fire Department services. Current law: The City's current tax levy is estimated to be $1.712 per $1,000 of assessed value for 2026.

Effect of approval: If approved, the City's tax levy rate would increase to an estimated $2.712 per $1,000 assessed value for collection in 2027, and further authorize a levy increase as permitted in RCW 84.55 for four years thereafter. Revenue from this measure would be used to fund the City's Fire Department costs.

Fiscal impact: A property owner with a home valued at $250,000 could expect to pay about $20.83 more per month in property taxes.

Fiscal Impact:

This would increase City Revenue by about $600,000 a year. Homeowners would expect to pay about $20.83 more per month in property tax. (For a house valued at $250,000)

Recommendation:

Alternatives:

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-98

Meeting Date:	October 27, 2025
Subject:	AB 25-98: [Proposed] Resolution No. 2025-71, Approving Interagency Agreement with Washington Traffic Safety Commission.
Attachments:	1. Resolution No. 2025-71 Interagency Agreement with WA Traffic Safety Commission 2. 2026 HVE_IAA_Agreement_Toppenish Police Department
Presented By:	Joseph Mehline, Public Safety Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The City and the Police Department desires to enter into an Interagency Agreement with the Washington Traffic Safety Commission to allow the Police Department to participate in the Target Zero Task Force grant program.

The primary causes of serious injuries and fatalities in collisions on Washington's roadways include driver impairment due to drug and/or alcohol use, speeding, improper or non-use of occupant restraints, and driver distraction. The rise in fatalities has been both sharp and persistent:

• 2015 saw a drastic 19.3% increase in traffic fatalities, the largest single-year jump since data collection began in 1968.
• Following this spike, fatalities stabilized between 2015 and 2019.
• In 2020, despite pandemic-related reductions in traffic volume, fatalities climbed 6.7%, from 538 to 574.
• The situation worsened in 2021-2023, when fatalities surged by 20.2%, from 674 in 2021 to 810 in 2023, the highest number since 1990. This five-year increase represents the most rapid rise in traffic fatalities recorded in Washington State's history.
• Pedestrian fatalities were a record-high of 157 in 2023, and pedestrian serious injuries reached 472, also a record high for the state.

This project will fund coordinated local enforcement initiatives aimed at addressing impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers in partnership with the statewide Law Enforcement Liaison networks.

The goal is to prevent traffic crashes and reduce traffic-related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, training for law enforcement officers, and community outreach.

This program will reimburse personnel for straight time or overtime expenses based on the officer’s normal salary rate.

Fiscal Impact:
None; Salary expenses will be reimbursed

Recommendation:
Motion to Approve Resolution No. 2025-71 to authorize the City Manager to sign the Interagency Agreement between the Traffic Safety Commission and the City of Toppenish Police Department.

Alternatives:

RESOLUTION NO. 2025-71

A RESOLUTION APPROVING THE INTERAGENCY AGREEMENT BETWEEN THE WASHINGTON TRAFFIC SAFETY COMMISSION AND THE CITY OF TOPPENISH POLICE DEPARTMENT

WHEREAS, the City of Toppenish, through the Toppenish Police Department (TPD), desires to partner with Washington Traffic Safety Commission (WTSC) to participate in a traffic safety grant project 2026-HVE-5735-Region 13 HVE, Target Zero Task Force; and,

WHEREAS, the City of Toppenish Police Department desires to participate in a traffic safety grant project 2026-HVE-5735-Region 13 HVE, Target Zero Task Force which funds High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety.

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

The attached Interagency Agreement between the Washington Traffic Safety Commission and City of Toppenish Police Department is approved, and the City Manager is authorized and directed to execute said agreement on behalf of the City.

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

PASSED by the Toppenish City Council at its regular meeting held on October 27, 2025.

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ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

INTERAGENCY AGREEMENT BETWEEN THE
Washington Traffic Safety Commission

AND

Toppenish Police Department

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and SUB RECIPIENT NAME Toppenish Police Department, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:
The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616 for traffic safety grant project 2026-HVE-5735-Region 13 HVE, specifically to provide funding for the law enforcement agencies in WTSC Region 13 to conduct straight time or overtime enforcement activities (traffic safety emphasis patrols) as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

WTSC grant 2026-HVE-5735-Region 13 HVE was awarded to the WTSC Region 13 to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT can seek reimbursement for straight time or overtime for approved law enforcement activity expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE
The period of performance of this Agreement shall commence upon the date of execution by both parties, but not earlier than October 1, 2025, and remain in effect until September 30, 2026 unless terminated sooner, as provided herein.

3. SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity
In 2023, Washington State experienced the deadliest year on its roads since 1990. The trajectory of this rise in fatalities reflects a broader trend of increasing impairment-related crashes, speeding, and compounding issues in law enforcement, medical, and judicial systems. This uptick in fatal crashes is deeply intertwined with impaired driving, law enforcement challenges, and societal impacts.

A Decade of Increasing Traffic Fatalities
The rise in fatalities has been both sharp and persistent:
• 2015 saw a drastic 19.3% increase in traffic fatalities, the largest single-year jump since data collection began in 1968.
• Following this spike, fatalities stabilized between 2015 and 2019.
• In 2020, despite pandemic-related reductions in traffic volume, fatalities climbed 6.7%, from 538 to 574.
• The situation worsened in 2021-2023, when fatalities surged by 20.2%, from 674 in 2021 to 810 in 2023, the highest number since 1990. This five-year increase represents the most rapid rise in traffic fatalities recorded in Washington State's history.
• Pedestrian fatalities were a record-high of 157 in 2023 and pedestrian serious injuries reached 472, also a record high for the state.

This project will fund locally coordinated enforcement mobilizations to address impaired driving, distracted driving, seat belt safety, speeding, and motorcycle safety. Funding and events will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

3.1.2 Project Purpose and Strategies
This project will fund High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols to prevent impaired driving, distracted driving, seat belt use, speeding, and motorcycle safety. High Visibility Enforcement (HVE) and Traffic Safety Enforcement Program (TSEP) patrols are designed to create deterrence by increasing the expectation of a citation/fine/arrest. Officers may also remove high risk (impaired) drivers when encountered. So together, this countermeasure works by preventing dangerous driving behaviors and stopping those who still decide to engage in those behaviors.
Funding and events will be organized by local TZMs, LELs, and their local Target Zero Task Force. Task forces will use local data and professional judgement to determine enforcement priorities for their jurisdictions and will schedule and plan enforcement and outreach activities. Regional participation in the following National Campaigns is mandatory:
• Impaired driving enforcement during the Holiday DUI campaign (December 2025).
• Distracted driving enforcement during the Distracted Driving campaign (April 2026)
• Seat belt enforcement during the Click It or Ticket campaign (May 2026).
• Impaired driving enforcement during the Summer DUI campaign (August 2026).

These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination with the WSP.

3.1.3 Requirements for National Mobilizations and Traffic Safety Enforcement Program (TSEP)
3.1.3.1. HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members. WTSC strongly believes in the expertise of local officers to understand

the highest priority areas in their communities to focus their efforts.

3.1.3.2. The SUB-RECIPIENT will ensure that all officers participating in these patrols are BAC certified and have received and passed the SFST refresher training.

3.1.3.3. SUB-RECIPIENT will ensure all officers participating in Impaired Driving patrols have also received Advanced Roadside Impaired Driving Enforcement (ARIDE) training.

3.1.3.4. SUB-RECIPIENT shall ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on irregularities, challenges or other details that would help explain what was encountered during their shift. SUB- RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

3.1.4 Project Intent and Best Practice
3.1.4.1. SUB-RECIPIENT is encouraged to help their Region Task Force fulfill the requirement to participate in the four mandatory National Campaigns. (Holiday DUI campaign in December 2025, Distracted Driving campaign in April 2026, Click It or Ticket campaign in May 2026, and Summer DUI campaign in August 2026).

NOTE: Agencies must participate in speed or impaired driving enforcement under this agreement to be eligible to receive funding under the WASPC equipment grant.

3.1.4.2. SUB-RECIPIENT is strongly encouraged to participate in their task force to plan and execute enforcement events.

3.1.4.3. Regional task force will be submitting quarterly progress reports and SUB-RECIPIENT is encouraged to participate to the fullest extent possible. Quarterly progress reports are due January 15, April 15, July 15, and October 15.

3.1.4.4. WTSC encourages participating officers to prioritize violations that directly contribute to the injury and death of road users, such as impaired driving, speeding, distracted driving, non-restraint, etc.

3.1.4.5. SUB-RECIPIENT should promote patrol events through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. It is best practice to translate messages as needed and invite local media involvement in the effort to reach communities in which HVE will occur.

3.1.4.6. SUB-RECIPIENT should strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.

3.1.4.7. When participating in motorcycle patrols SUB-RECIPIENT should focus on the illegal and unsafe driving actions of all motor vehicles interacting with motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

3.1.4.8. When participating in motorcycle patrols SUB-RECIPIENT should ensure that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.

3.1.4.9. Performance will be monitored by the regional TZM, LEL, and Task Force, as well as WTSC. WTSC reserves the right to designate specific officers as ineligible for cost reimbursement. This will occur if an officer is determined to not have not met the purpose/intent of this grant in multiple emphasis patrols.

3.1.4.10. Funds can be used to support the mentoring of officers in traffic enforcement. This can be focused on impaired driving, or general traffic enforcement.

For DUI mentorship, WTSC has found it to be best practice to include a mix of instruction and practical experience. The mentor should be a DRE when possible, or a highly effective DUI emphasis patrol officer with a minimum of ARIDE training. Mentor/mentee activities will be pre-approved by the TZM or LEL after the mentee submits their interest.

3.1.4.11. Community outreach/collaboration: Funds can be used to pay for traffic safety focused community outreach and collaboration activities. The operational approach for regional community outreach and collaboration activities should be developed at the Task Force level and be approved by the WTSC. WTSC recommends that these activities include an opportunity for the audience to provide feedback on local traffic safety priorities and activities, which ideally will influence the region's plan for traffic safety programming.

3.1.4.12. In order to receive funding from this grant, agencies must participate with the regional traffic safety task force/coalition in the planning efforts for these activities.

3.1.4.13. WTSC also encourages all law enforcement agencies in Washington to utilize WTSC's data analysis resources, such as interactive dashboards and data from a statewide attitudinal survey, as well their regional Target Zero Manager to identify priorities for engaging with the community.

3.1.4.14. WTSC will provide tools for documenting community collaboration activities, such as the WEMS activity log.

3.1.5 NATIONAL AND STATE-WIDE MOBILIZATIONS
Not all agencies are required to participate in all of the mobilizations listed below. However, the region must have some law enforcement participation in all of the mobilizations listed. Dates are tentative and may change when NHTSA publishes their FFY2026 mobilization calendar.

Mobilization Dates
Holiday DUI December 16, 2025 – January 1, 2026

U Drive. U Text. U Pay. April 6 – 13, 2026
Click It or Ticket May 11 – May 31, 2026
It's a Fine Line (optional if funded) July 2026 (Dates TBD)
DUI Drive Sober or Get Pulled Over August 19 – September 7, 2026

3.2 PROJECT GOALS

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement, law enforcement training, and community outreach. Law enforcement can have a profound effect on traffic safety and this project aims to increase participation to accomplish that.

3.3 COMPENSATION

3.3.1 The Compensation for the straight time or overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region's traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.3.2 WTSC will reimburse for personnel straight time or overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

• FICA
• Medicare
• Any portion of L&I that is paid by the employer (SUB-RECIPIENT)
• Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked.

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.3.3 Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the budget category amounts may be increased or decreased without amending this agreement, so long as the total grant award amount does not increase. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication between the regional TZM and assigned WTSC Program Manager. This communication shall include details of the requested budget modifications and a description of why these changes are needed. The TZM will also send an updated quarterly Operations Plan to the WASPC representative monitoring the project if the budget modification will result in changes to the previously submitted plan.

3.3.4 These funds, designated for salaries and benefits, are intended to pay for the hourly straight time or overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification. This agreement is expressly designated to fund salaries and benefits. By signing this agreement, SUB-RECIPIENT agrees to supply all necessary equipment and vehicles needed to accomplish the work in the scope of work. WTSC is not responsible for any equipment that is lost, stolen, or destroyed in the execution of the scope of work.

3.3.5 Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB- RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.3.6 Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.3.7 The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.3.8 The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.4 PROJECT COSTS
The WTSC has awarded **$84,500.00** to the WTSC Region 13 Traffic Safety Task Force for the purpose of conducting coordinated HVE enforcement and community outreach/collaboration activities. The funding must be used for traffic safety purposes in the areas of impaired driving, distracted driving, occupant restraint use, speeding, and motorcycle safety. See the project in WEMS for an updated distribution of funding by specific emphasis area.

By signing this agreement, the SUB-RECIPIENT can seek reimbursement for approved straight time or overtime expenses incurred as a participant in this grant. Funds are expressly designated for staffing activities and may not be used for other expenses that may be incurred, such as vehicle damage, supply replacement, etc. All activity must be coordinated by the region's traffic safety task force and TZM to be eligible for reimbursement.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED
No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS
This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

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

8. ASSIGNMENT
The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES
In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE
All invoices for reimbursement of HVE activities will be done using the WTSC's grant management

system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2026, must be received by WTSC no later than August 10, 2026. All invoices for goods received or services performed between July 1, 2026 and September 30, 2026, must be received by WTSC no later than November 15, 2026.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES
Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES
The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES
14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE
15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME
Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of
(a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB- RECIPIENT, by mutual negotiation, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY
The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

19. INSURANCE COVERAGE
19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION
The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE
21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB- RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called “Work Product”) pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB- RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB- RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

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

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

31. WAIVER
A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

In all future references to sub-recipients, the term "SUB-RECIPIENT" shall also apply to its agents, employees, sub-contractors, and other participants of Federal financial assistance under such program. SUB-RECIPIENT, its agents, employees, sub-contractors, and other participants will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

32. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

33. FEDERAL NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)
Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 33.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)
34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT's workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING
36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub- awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub- recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

37. FEDERAL NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)
37.1. The State highway safety agency [and its SUB-RECIPIENTs] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

37.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

37.1.2. 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

37.1.3. 28 CFR section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

37.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

37.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

37.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

37.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

37.1.8. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid SUB-RECIPIENTs, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

37.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

During the performance of this contract/funding agreement, the SUB-RECIPIENT agrees:

37.1.10. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

37.1.11. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

37.1.12. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

37.1.13. That, in event a SUB-RECIPIENT fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the SUB-RECIPIENT/funding recipient under the contract/agreement until the SUB-RECIPIENT/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

37.1.14. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)
The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING
None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. CERTIFICATION ON CONFLICT OF INTEREST

GENERAL REQUIREMENTS
41.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

41.2. Based on this policy:

41.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB- RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

41.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.
DISCLOSURE REQUIREMENTS
41.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

41.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

41.3.2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

41.3.3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any SUB-RECIPIENT, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a SUB-RECIPIENT, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

42. DESIGNATED CONTACTS
The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB- RECIPIENT is:	**The Contact for WTSC is:**

Joseph Mehline
Public Safety Director
joseph.mehline@cityoftoppenish.us
509-865-1629

Jerry Noviello
WTSC Program
Manager
jnoviello@wtsc.wa.gov
360-725-9897

AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

SUB-RECIPIENT:

____

Signature

Dan Ford

____

Printed Name

City Manager

____

Title

____

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Name: Jerry Noviello
Title: Program Manager

____

Date

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: AB 25-99

Meeting Date:	October 27, 2025
Subject:	AB 25-99: [Proposed] Resolution No. 2025-72, Approving Yakima Valley Emergency Management 2026 Annual Assessment.
Attachments:	1. Resolution No. 2025-72 Yakima Valley Office of Emergency Management 2. Attachment A 2026 Assessment Letter - City of Toppenish
Presented By:	Joseph Mehline, Public Safety Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

On April 14, 2025, the City of Toppenish entered into a five-year interlocal agreement with Yakima Valley Emergency Management (YVOEM). This agreement aims to prepare and implement plans, including mock drills, for responding to and protecting individuals and property in the event of a disaster or public safety incident. It also focuses on coordinating the emergency management functions of the city and the county with other agencies, as well as with affected private individuals, corporations, and organizations.

Key components of the agreement include City Legal Requirements completed by YVOEM:

- Establishing an Emergency Management Organization
- Developing an approved Comprehensive Emergency Management Plan
- Creating an approved Hazardous Materials Response Plan
- Managing annual submissions from chemical facilities
- Providing evacuation messages in both English and Spanish

The assessment is based on population data from the April 1 Population of Cities, Towns, and Counties, as developed by the State Office of Financial Management's forecasting division.

In 2025, the local assessment was set at $1.03 per capita for a total of $9,182.24. Due to a reduction in federal grant income, the assessment increased to $1.23 per capita in 2026 which is a total of $10,977.75, an increase of $1,795.30.

Fiscal Impact:

$10,977.75 included in the 2026 budget

Recommendation:
Approve Resolution No. 2025-72 Attachment A the 2026 Yakima Valley Emergency Management Annual Assessment.

Alternatives:

RESOLUTION NO. 2025-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, APPROVING ATTACHMENT A TO THE 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:

Attachment A to Yakima Valley Office of Emergency Management Interlocal agreement is hereby approved, and the City Manager is authorized and directed to execute said attachment 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 October 27, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

Yakima Valley
Emergency Management
2403 South 18th Street, Suite 200, Union Gap, WA 98903
Phone: (509) 574-1900 Fax: (509) 574-1901

September 25, 2025
To: All Municipalities within Yakima County
Subject: 2026 Assessment Costs for Emergency Management Services
Dear Mayors, City Administrators, and Council Members,

The Yakima Valley Office of Emergency Management (YVOEM) values its ongoing partnership with every municipality across Yakima County. Our shared mission is to ensure the preparedness, safety, and resilience of our communities in the face of emergencies and disasters.

We are writing to inform you of an increase in your municipality's annual assessment costs for emergency management services. This change is the direct result of reduced federal funding from the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS). In prior years, these federal funds supported a portion of local emergency management operations, allowing assessments to remain stable. Unfortunately, federal allocations have declined significantly, and fewer resources are being directed to local emergency management offices such as ours.

Despite ongoing efforts to pursue competitive grant opportunities, YVOEM and the Emergency Management Executive Board have not been able to secure adequate outside funding to maintain essential services. To continue providing critical planning, training, coordination, and response capabilities across Yakima County, it has become necessary to adjust local assessments.

These assessments directly support:

- Development and maintenance of countywide emergency operations plans and hazard mitigation strategies.
- Regional training and exercises for first responders and partner agencies.
- Operation of the Emergency Operations Center (EOC) during major incidents.
- Support for the Local Emergency Planning Committee (LEPC) and hazardous materials planning.
- Compliance with state and federal preparedness requirements.

We understand that this adjustment places an added burden on municipal budgets, and this decision was made only after careful consideration. Please be assured that cost cutting measures were carried out and every dollar collected will be used responsibly and transparently, with the sole purpose of strengthening our collective preparedness and protecting the residents of Yakima County.

Thank you for your continued partnership and support. By working together, we can ensure that Yakima County remains resilient and ready to respond to the challenges that emergencies and disasters may bring.

Sincerely,

Tony Miller
Director]
Yakima Valley Office of Emergency Management

Yakima Valley
Emergency Management
2403 South 18th Street, Suite 200, Union Gap, WA 98903
Phone: (509) 574-1900 Fax: (509) 574-1901

DATE: September 25, 2025

TO: Heidi Riojas, Administrative Assistant
City of Toppenish

FROM: Tony Miller, Director of Emergency Services
Yakima Valley Office of Emergency Management

SUBJECT: 2026 Annual Emergency Management Assessment

Please find below the **City of Toppenish** 2026 Emergency Management assessment. The assessment is per the 2025 Agreement for Emergency Management adopted by your city. It is based on population derived from the April 1 Population of Cities, Towns and Counties developed by the State Office of Financial Management, forecasting division and the 2026 Emergency Management budget approved by the Emergency Services Executive Board. The 2025 local assessment per capita was $1.03. Due to the reduction of our Federal Grant income, we had to increase the 2026 assessment cost to $1.23 per capita.
We continue to look at additional grants for the future to enable us to reduce assessments.

	2025 $1.03	2026 $1.23	Change
Population	**8,915**	**8,925**	**+10**
Assessment	**$9,182.45**	**$10,977.75**	**+$1,795.30**

We currently have you billed **annually**, we will be sending an invoice to you in January 2026. If you would rather be billed quarterly, please let us know by December 15, 2025.

City Legal Requirements completed by YVOEM

- Have an Emergency Management Organization
- Have an approved Comprehensive Emergency Management Plan
- Have an approved Hazardous Materials response plan
- Manage annual submissions from chemical facilities
- Provide evacuation messages in English and Spanish

Should you have questions regarding this information, please contact me at 574-1903 or e-m

Thank you for your continued support.

Pam Brooks, Financial Specialist

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: AB 25-100

Meeting Date:	October 27, 2025
Subject:	AB 25-100: [Proposed] Resolution No. 2025-73, Approving Interlocal Agreement with Sunnyside Municipal Court.
Attachments:	1. Resolution No. 2025-73 City of Sunnyside Municipal Court 2. A-2025-91 Interlocal Agreement with City of Toppenish (9.22.25)
Presented By:	Joseph Mehline, Public Safety Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The City of Toppenish has contracted for Municipal Court Services through an Interlocal Agreement (ILA) with the City of Sunnyside Municipal Court since 2017. Toppenish is a code City and is authorized under the Revised Code of Washington (Ch. 3.50 RCW) to operate a Municipal Court. RCW 39.34.180 provides that cities are responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their jurisdiction, and the City must carry out these responsibilities through use of their own court, staff, and facilities or by entering into contracts or interlocal agreements under this chapter to provide these services. RCW 3.50.815, provides that cities may meet their responsibilities imposed by RCW 39.34.180 through an interlocal agreement with a hosting jurisdiction providing court services.

The purpose of this Agreement is to provide for the processing of Toppenish criminal complaints and citations, and civil and traffic infractions under the exclusive original jurisdiction of the Sunnyside Municipal Court. Toppenish shall pay a minimum monthly fee equivalent to five percentage (5%) of the operational costs of the Sunnyside Municipal Court, which includes court staff, the judge, the prosecutor, public defense and utilities, reviewed annually. Toppenish shall pay a pro rata percentage of said costs equal to the percentage of Toppenish Cases heard by Sunnyside Municipal Court in that particular month. For example: if Sunnyside hears 100 cases in a month and 10 of those are Toppenish cases, Toppenish will pay fifteen percent (15%) of the total operating cost for the Sunnyside Municipal Court and listed services for that month.

This ILA will be in effect from September 22, 2025 through midnight of December 31, 2029, with annual fee assessments.

Fiscal Impact:

$450,000.00 to $500,000.00 per year, included in the 2025-2026 Budget

Recommendation:
Approving Resolution No. 2025-73, authorizing the City Manager to sign the Interlocal Agreement with the City of Sunnyside for Municipal Court Services.

Alternatives:

RESOLUTION NO. 2025-73

A RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON AND THE CITY OF TOPPENISH, WASHINGTON, FOR MUNICIPAL COURT SERVICES

WHEREAS, Chapter 39.34.180 of the Revised Code of Washington requires that the City is responsible for Prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in the City's jurisdiction; and,

WHEREAS, the Toppenish City Council has determined that it is in the best interest of the community to contract for Municipal Court Services, and

WHEREAS, Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies; and,

WHEREAS, the City of Toppenish wishes to utilize the City of Sunnyside Municipal Court to provide extraterritorial municipal court services and facilities for such services; and,

WHEREAS, the City of Sunnyside is willing to continue to provide municipal court services and facilities as the hosting jurisdiction to Toppenish as the contracting city.

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

The Interlocal Agreement between the City of Sunnyside, Washington and the City of Toppenish, Washington for Municipal Court Services, is approved and the City Manager is authorized and directed to execute said agreement on behalf of the City.

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

PASSED by the Toppenish City Council at its regular meeting held on October 27, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

A.2025.91

INTERLOCAL AGREEMENT BETWEEN SUNNYSIDE MUNICIPAL COURT AND THE CITY OF TOPPENISH FOR MUNICIPAL COURT SERVICES

THIS INTERLOCAL AGREEMENT (the "Agreement"), made and entered into the dated set forth below, by and between the City of Toppenish, a municipal corporation of the State of Washington ("Toppenish"), and City of Sunnyside, a Washington municipal corporation organized under the laws of the State of Washington ("Sunnyside"), collectively Toppenish and Sunnyside are referred to as the "Parties."

WHEREAS, Toppenish is an optional code City and is authorized under Washington Law (Ch. 3.50 RCW) to operate a Municipal Court, and

WHEREAS, RCW 39.34.180 provides that cities are responsible for the prosecution, adjudication, sentencing, and incarceration of misdemeanor and gross misdemeanor offenses committed by adults in their respective jurisdictions, and that the city must carry out these responsibilities through the use of their own court, staff, and facilities or by entering into contracts or interlocal agreements under this chapter to provide these services, and

WHEREAS, RCW 3.50.815, provides that cities may meet their responsibilities imposed pursuant to RCW 39.34.180 through an interlocal agreement with a hosting jurisdiction providing court services, and

WHEREAS, RCW 3.50.020, provides that a hosting jurisdiction shall have exclusive original criminal and other jurisdiction for all matters filed by a contracting city under the contracting city's ordinances, and

WHEREAS, Toppenish desires to contract with Sunnyside to provide extraterritorial municipal court services and facilities for such services, and

WHEREAS, the Parties desire to enter into this Agreement providing municipal court services and facilities by Sunnyside as the hosting jurisdiction to Toppenish as the contracting city, and

WHEREAS, the Parties have considered the anticipated costs of services and anticipated and potential revenues to fund the services, including fines and fees, criminal justice funding and state authorized sales tax funding levied for criminal justice purposes;

NOW, THEREFORE, in consideration of the terms and provisions hereof, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, it is mutually agreed by and between Sunnyside and Toppenish as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to provide for the processing of Toppenish criminal complaints and citations and civil and traffic infractions under the exclusive original jurisdiction of the Sunnyside Municipal Court, to set the cost for court and executive services to be paid by Toppenish, and to enumerate the court and executive services to be provided by Sunnyside as the hosting jurisdiction. It is the intent of the Parties that Sunnyside act as the hosting jurisdiction to Toppenish as the contracting city in order that Toppenish may comply with its obligations pursuant to RCW 39.34.180 to adjudicate and prosecute criminal offenses and civil and traffic infractions arising from violations of the Toppenish Municipal Code within the jurisdictional boundaries of the city of Toppenish. It is further the intent of the Parties that, for the term of this Agreement, Sunnyside Municipal Court shall have exclusive original jurisdiction over all criminal offenses and traffic infractions arising from violations of the Toppenish Municipal Code as provided for pursuant to RCW 3.50.020. In entering into this Agreement for municipal court and executive services, the Parties have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding and state sales tax funding.

2. **ASSUMPTION OF JURISDICTION.** The Parties understand that pursuant to RCW 3.50.815 a city may, in lieu of establishing a municipal court pursuant to Chapter 3.50 RCW, enter into an interlocal municipal court services agreement with a city that has a Municipal Court. The Parties further understand that, pursuant to this Agreement, the hosting jurisdiction (Sunnyside) will be conferred exclusive jurisdiction over all criminal offenses and traffic infractions arising from violations of Toppenish municipal ordinances, and that Sunnyside, as the hosting jurisdiction, will operate as the Toppenish Municipal Court during the term of this Agreement. Toppenish shall by ordinance designate Sunnyside Municipal Court as having assumed exclusive original jurisdiction over violations of the Toppenish Municipal Code pursuant to this Agreement effective upon the Commencement Date.

3. **COMMENCEMENT DATE.** This Agreement shall commence on September 22, 2025 and be in effect from September 22, 20255 through midnight December 31, 2029.

4. **MUNICIPAL COURT SERVICES.** Commencing on the Commencement Date, Sunnyside shall provide timely and efficient court services in the Toppenish Municipal Court for all municipal cases.

a.) **City of Sunnyside Responsibilities.** The following court and executive services shall be provided by Sunnyside under this Agreement (subject to the billing provisions outlined in the Agreement):

i. **Prosecution**. Sunnyside shall be responsible for providing and paying for all prosecution services for all cases filed on its behalf.

ii. **Public Defender**. Sunnyside shall be responsible for providing and paying for all public defense services, excluding appointment of attorneys for appellate purposes, if applicable. Any expert witness or investigative fees for Toppenish cases approved by the Sunnyside court, shall be billed to Toppenish and payable to Sunnyside.

iii. **Language Interpretation**. Sunnyside shall provide and pay for all language interpretation services for Toppenish Municipal Court defendants.

iv. **Court Staff**. Sunnyside shall provide court staff necessary to timely and efficiently process all criminal and infraction cases filed by Toppenish. Sunnyside shall provide a level of service the same as that provided for Sunnyside cases, and that which is necessary for the efficient processing of all municipal cases.

v. **Supplies and Forms.** Sunnyside shall provide all court forms and paperwork necessary for the processing of Toppenish Municipal Court cases.

vi. **Collection for Nonpayment.** Sunnyside will, through the same collection process used for Sunnyside Municipal Court cases, collect all fines and fees for Toppenish Municipal Court cases.

vii. **File Management and Retention**. Sunnyside Municipal Court shall manage and retain court case files for Toppenish Municipal Court for all cases filed after Sunnyside Municipal Court began operating Toppenish

Municipal Court. Files shall be managed and retained in accordance with procedures established by the Judicial Information System, Washington State Archives and Municipal Court policies.

viii. **Jury.** Sunnyside shall provide and pay for jury administration services for Toppenish Municipal Court

ix. **Property.** The cost of all real and personal property used in the performance of the City's duties under the terms of this Agreement shall be the sole responsibility of the City.

x. **Judicial Accessibility After Work Hours.** The Sunnyside Municipal Court shall supply the Toppenish Police Department with telephone numbers of the Judge and pro tems in order to facilitate non-business hour contact for probable cause determinations, issuance of telephonic no contact orders and applications for telephonic search warrants.

xi. **Probation Monitoring.** Toppenish will pay for the pro rata portion of probation services utilizing the same formula (percentage of cases) contained in this agreement. Sunnyside currently contracts with Yakima County probation for probation services and so Toppenish will pay for the costs of those services as outlined in the interlocal agreement currently in place for those services (as well as any successor agreements).

xii. **Court Rules**. All court proceedings undertaken pursuant to this Agreement shall be conducted in conformity with the Rules of General Application, the Criminal Rules for Courts of Limited Jurisdiction, and the Infraction Rules for Courts of Limited Jurisdiction and the local rules of the Sunnyside Municipal Court.

b.) City of Toppenish Responsibilities:

i. **Jail Transport.** Toppenish shall be responsible for providing and paying for costs related to the transport, including security of inmates during transport and while in attendance at court, of defendants to Toppenish Municipal Court. Toppenish is responsible for all jail costs, including medical, for all persons who are in custody as a result of a case that is filed in Toppenish Municipal Court. Those costs are by separate agreement.

ii. **Expenses related to Competency Evaluations.** Toppenish shall be responsible for all costs related to competency evaluations. This includes but is not limited to, costs of experts to perform examinations as well as any costs associated with inpatient services.

iii. **COST OF SERVICES.** Toppenish shall pay a minimum monthly fee equivalent to five percentage (5%) of the operational costs of the Sunnyside Municipal Court, including all court staff, the judge, the prosecutor, public defense, and utilities (as outlined above). Those costs consist of the budgets for those services in place for each calendar year and shall be reviewed prior to each calendar year. Toppenish shall also pay a pro rata percentage of said costs equal to the percentage of Toppenish cases heard by Sunnyside Municipal Court in that particular month. For example: if the Sunnyside Municipal Court hears 100 cases in a month and 10 of those are Toppenish cases, Toppenish will pay fifteen percent (15%) of the total operating cost for the Sunnyside Municipal Court and listed services for that month. Sunnyside will invoice Toppenish monthly. The invoice will be an itemized statement of cases and total costs. It will also list the costs attributable for court services, as distinguished from other executive services provided under this Agreement as the court is a separate, independent branch of government, and revenue needs to be treated differently. Toppenish shall pay the sum calculated and invoiced in accordance with this Agreement in 12 installments payable by the 10th day of the month beginning January 2022.

a.) In the event the Parties cannot agree on the amount of the Sunnyside Municipal Court budget, or the ratio of the Toppenish cases to the Municipal Court total, then *the* Parties agree to arbitration pursuant to Chapter 7.04 RCW.

b.) All fines and costs shall be collected and accounted for by Sunnyside Municipal Court staff in accordance with Chapter 3.62 of the RCW and any other applicable laws and paid to Toppensish long with an accounting thereof monthly.

5. **MODIFICATION AND TERMINATION.**

a.) The Parties may modify this Agreement by mutual consent at any time. However, any modification to this Agreement shall not be effective unless it is in writing and signed by the appropriate Parties with binding authority.

b.) Either Party may terminate this Agreement as described in this paragraph. In the event Toppenish wishes to terminate this Agreement they may do so in writing to the Presiding Judge of Sunnyside Municipal Court no less than one year prior to the expiration of this Agreement. In the event Sunnyside Municipal Court wishes to terminate this Agreement they may do so in writing to Toppenish no less than one year prior to the expiration of this Agreement. In the event the Parties cannot agree upon issues related to modification or renewal of this Agreement, the Parties shall submit any such issue(s) to arbitration under RCW 7.04.

c.) In the event of termination of this Agreement any and all funds owed to Sunnyside at said termination date shall be paid by Toppenish and all fines and costs collected by Sunnyside (on behalf of Toppenish) shall be paid to Toppenish.

d.) In the event of the termination of this Agreement all cases filed on behalf of Toppenish Municipal Court shall be returned to Toppenish.

6. **APPLICABLE LAW, JURISDICTION AND VENUE, INDEMNIFICATION.**

a.) This Agreement, and any rights and obligations hereunder, shall be construed and interpreted in accordance with the laws of the State of Washington.

b.) Any dispute or proceeding arising out of this Agreement which is not subject to arbitration hereunder shall be submitted to the Superior Court of the State of Washington for Yakima County.

c.) Any dispute or proceeding arising out of arbitration hereunder which may be submitted to a court of competent jurisdiction for determination shall be submitted to the Superior Court of the State of Washington for Yakima County.

d.) Each party shall indemnify and hold harmless the other, its officers, agents, judges elected officials, appointed officials and employees from all liability, loss of damage, including costs of defense they may suffer as a result of claims, demands, actions, damages, costs of judgments which result from each party's own intentional or negligent acts relating to services provided pursuant to this Agreement.

e.) In the event that both t Sunnyside and Toppenish are negligent in a matter arising out of the activities of the parties pursuant to this Agreement, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses including costs and reasonable attorney's fees.

Dated this 22nd day of September, 2025

CITY OF SUNNYSIDE	CITY OF TOPPENISH
By: ______________________	By: ______________________
Jim Bridges, Interim City Manager	Dan Ford, City Manager
ATTEST:	**ATTEST:**
______________________	______________________
Jacqueline Renteria, City Clerk	
APPROVED AS TO FORM:	**APPROVED AS TO FORM:**
Julie Norton	
______________________	______________________
Julie K. Norton, City Attorney	Toppenish City Attorney

CITY CONTRACT NO: A-2025-91
RESOLUTION NO: 2025-74
COUNCIL MTG: 09/22/2025

4906-6085-3855, v. 1

{JKN4906-6085-3855;1/24366.020001/}

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-101

Meeting Date:	October 27, 2025
Subject:	AB 25-101: [Proposed] Resolution No. 2025-74, Approving Comprehensive Plan PUG 2025-2026.
Attachments:	1. Resolution No. 2025-74 PUG Contract 2. PUG Contract
Presented By:	Andrew Hattori, CED Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The City of Toppenish is a jurisdiction that fully plans under the Growth Management Act (GMA) RCW 36.70A. The GMA requires each city to have a Comprehensive Plan in place to account for various elements in the City and future growth, we are currently working under our 2018 Comprehensive Plan. Work began on updating our Plan in late 2024, and we received a grant from the Department of Commerce (Commerce) to complete the work. Commerce issues grants for Comprehensive Plan updates that expire every year, therefore, we need to enter into a new contract for grant funding for the 2025-2026 update period. We are obligated to have an approved Comprehensive Plan by the of 2026. Commerce has provided the attached contract for $40,625.00 to cover work associated with our 2025-2026 Comprehensive Plan update efforts.

Fiscal Impact:

None.

Recommendation:

Approve Resolution No. 2025-74 to enter into an Agreement with the Department of Commerce for Periodic Update Grant funding.

Alternatives:

RESOLUTION NO. 2025-74

A RESOLUTION OF THE CITY OF TOPPENISH, WASHINGTON, APPROVING AN AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF COMMERCE AND THE CITY OF TOPPENISH FOR PERIODIC UPDATE GRANT FUNDING

WHEREAS, the City of Toppenish (hereinafter the "City") is currently undergoing efforts to update our Comprehensive Plan; and,

WHEREAS, the City previously received grant funding for the 2024-2025 cycle to complete this work; and

WHEREAS, Washington State has extended the due date for the Comprehensive Plan until the end of 2026; and,

WHEREAS, the City needs to enter into a new agreement for the 2025-2026 grant funding cycle to obtain funds to complete the Comprehensive Plan update.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY TOPPENISH, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval: The City Manager is authorized to enter into an agreement between the City and the Department of Commerce for Periodic Update grant funding in the amount of $40,625.00.

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 October 27, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

Interagency Agreement with

City of Toppenish

through

Growth Management Services

Contract Number:
26-63114-266

For

GMA Periodic Update Grant – FY2026

Dated: Date of Execution

Table of Contents

Washington State Department of Commerce

Face Sheet

Contract Number: 26-63114-266

Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)

1. Contractor	**2. Contractor Financial Representative**
City of Toppenish 21 W First Ave Toppenish, WA 98948	Adam Vaughn Budget and Finance Director adam.vaughn@cityoftoppenish.us
3. Contractor Representative Shaun G. Burgess Public Works Interim Director Shaun.Burgess@CityofToppenish.us	**4. COMMERCE Representative** Deanah Watson Senior Planner deanah.watson@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504

5. Contract Amount	**6. Funding Source**	**7. Start Date**	**8. End Date**
$40,625	**Federal:** ☐ **State:** ☒ **Other:** ☐ **N/A:** ☐	Date of Execution	June 30, 2026

9. Federal Funds (as applicable)	**Federal Agency:**	**ALN**
N/A	N/A	N/A

10. Tax ID #	**11. SWV #**	**12. UBI #**	**13. UEI #**
N/A	SWV0007171-00	394-000-006	N/A

14. Contract Purpose
Grant funding to assist the City of Toppenish with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.

FOR CONTRACTOR	**FOR COMMERCE**

Copy – do not sign

Dan Ford, Interim City Manager City of Toppenish	Mark K. Barkley, Assistant Director Local Government Division
______________________ Date	______________________ Date
	APPROVED AS TO FORM ONLY **BY ASSISTANT ATTORNEY GENERAL** **APPROVAL ON FILE**

Special Terms and Conditions

1. AUTHORITY

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

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

> "The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at CCA brand toolkit, including:

A. Any project related website or webpage that includes logos from other funding partners;
B. Any publication materials that include logos from other funding partners;
C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
D. Any equipment purchased with CCA funding through a generally visible decal.

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **forty thousand six hundred twenty-five dollars ($40,625)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

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

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 26-63114-266. If

expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.
Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

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

Contract funds must be used only for work covered by this Agreement. All back-up documents including but not limited to, consultant or subcontractor invoices, receipts, expense reports, staff time and expenses related to contract work, must be maintained by the Contractor. COMMERCE may request additional documents, but it is not required to be submitted with initial submittal of the invoice and completed deliverables. Back-up documentation should be retained during the life of the contract, as well as anytime past that to be compliant with Contractor's records retention policies.

Invoices and End of Fiscal Year

Final invoices for a state fiscal year may be due sooner than the 30th and Commerce will provide notification of the end of fiscal year due date.
The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Grant Timeline

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2025, for services and COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to COMMERCE are eligible for reimbursement under this Contract from July 1, 2025, cost date listed above, through June 30, 2026, end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Contractor expenses for activities outside this period.

Duplication of Billed Costs

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

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final deliverable (or completion of the project, final report, etc.).

Line Item Modification of Budget

A. Notwithstanding any other provision of this Contract, the Contractor may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B), reallocating no more than twenty percent (20%) of the overall contract budget.

B. The Contractor shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachment B). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line items amounts to exceed the twenty percent (20%) threshold increase described above.

C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this Contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.

D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this Contract

6. SUBCONTRACTOR DATA COLLECTION

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

7. INSURANCE

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

8. FRAUD AND OTHER LOSS REPORTING

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

9. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet

General Terms and Conditions

1. DEFINITIONS

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

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.

B. "COMMERCE" shall mean the Washington Department of Commerce.

C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.

D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.

E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. "State" shall mean the state of Washington.

G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

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

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

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

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

A. Stop work under the Contract on the date, and to the extent specified, in the notice;

B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;

C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;

E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;

F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

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

A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.

B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.

D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.

E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

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

Attachment A: Scope of Work

Tasks & Deliverables	Description– Year 2 contract	End Date
Task 7	Summarize key milestones, engagement results and outcomes from public outreach events and messages	
Deliverable 7	**D7: Public participation report**	**May 15, 2026**
Task 8:	Prepare draft elements of Comprehensive Plan	
Deliverable 8	**D8: Draft Comprehensive Plan Elements** • Land Use • Economic Development • Parks and Recreation	**May 15, 2026**
Deliverable 9	**D9: Draft Comprehensive Plan Elements** • Transportation • Capital Facilities Plan • Utilities	**May 15, 2026**
Deliverable 10	**D10: Draft Comprehensive Plan Elements** • Housing	**May 15, 2026**
Task 11	Identity Critical Areas Ordinance changes, based on the Commerce Checklist, consistent with GMA amendments and Comprehensive Plan	
Deliverable 11	**D11: Critical Areas Ordinance summary report**	**May 15, 2026**
Task 12	Identify Development Regulations Ordinance changes, based on the Commerce Checklist, consistent with GMA amendments and Comprehensive Plan	
Deliverable 12	**D12: Development Regulations Ordinance summary report**	**May 15, 2026**

Attachment B: Budget

Deliverable – Year 2 contract	SFY26 Amount
D7: Public participation report	$2,500
D8: Draft Comprehensive Plan Elements • Land Use • Economic Development • Parks and Recreation	$10,000
D9: Draft Comprehensive Plan Elements • Transportation • Capital Facilities Plan • Utilities	$10,000
D10: Draft Comprehensive Plan Elements • Housing	$8,125
D11: Critical Areas Ordinance Summary Report	$5,000
D12: Development Regulations Summary Report	$5,000
Contract Total (State Fiscal Year 2026 only)	**$40,625**

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-102

Meeting Date:	October 27, 2025
Subject:	AB 25-102: [Proposed] Resolution No. 2025-75, Approving Change Order No. 1 for Scum Discharge Work associated with the Emergency WWTP Repairs.
Attachments:	1. Resolution No. 2025-75 WWTP Bypass Change Order No. 1 2. Selland WWTP Repairs CO No. 1
Presented By:	Andrew Hattori, CED Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The Wastewater Treatment Plant (WWTP) experienced a catastrophic failure of a sludge pipe which required immediate replacement. An emergency was declared which allowed the City to immediately pursue emergency funding to replace the ruptured sewer pipe. Selland Construction, Inc. (SCI) was determined to be the lowest responsive and responsible bidder with a bid amount of $83,682.72, including sales tax and TERO tax. SCI began work in July 2025 with an anticipated construction duration of 10 working days.

The work included in this change order was the result of **additional work unforeseen during the development of the emergency contract** and existing pipes at the WWTP not being located per record drawings. It was not until the bypass work included in the original scope was complete that it became apparent the existing **scum pump station was discharging** into a newly-abandoned line and additional work would be necessary to manage scum. Due to the evolving nature of the work, the project was put on temporary hold to allow additional materials to be ordered and an electrician to be subcontracted to assist with the additional work.

The work included purchase and installation of new scum pumps, piping, fittings, installation of the new pump controller, new electrical transformer, electrical disconnect, and electrical fittings and junction boxes, and asphalt and concrete replacement.

The change order amount is $103,352.53 including sales tax and TERO and is reimbursable through the funding program.

Fiscal Impact:

The City approved entering into an Agreement with the Public Works Board under a separate and prior action and work is reimbursable by the funding agency up to $1 million.

Recommendation:
Approve Resolution 2025-75, authorizing the City Manager to execute a change order with SCI.

Alternatives:

RESOLUTION NO. 2025-75

A RESOLUTION EXECUTING A CHANGE ORDER FOR THE WASTEWATER TREATMENT PLANT EMERGENCY REPAIRS – BYPASS PIPING IMPROVEMENT PROJECT

WHEREAS, the City of Toppenish has awarded a construction contract to Selland Construction, Inc. (SCI), to complete the Wastewater Treatment Plant Emergency Repairs – Bypass Piping Improvements Project; and,

WHEREAS, the City has directed SCI on site to complete additional work based upon differing site conditions, and

WHEREAS, City staff have determined that the wastewater treatment plant will not operate as intended without additional work being performed; and,

WHEREAS, the improvement cost is to be reimbursed through existing emergency funding offered by the Public Works Board; and,

WHEREAS, the City Council finds and determined that authorizing the City Manager to execute a Change Order with Selland Construction, Inc. (SCI) is in the best interest of the residents of the City of Toppenish and will promote the general health, safety and welfare.

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

SECTION 1. Approval: The City Council of the City of Toppenish thereby authorizes the City Manager to execute Change Order No. 1 with Selland Construction, Inc. attached hereto, and act on behalf of the City of Toppenish.

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 October 27, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

CHANGE ORDER NO. 1

DATE:	October 20, 2025
CONTRACTING AGENCY:	City of Toppenish
PROJECT NAME:	Toppenish Emergency Bypass - Wastewater Treatment Plant
HLA PROJECT NO.:	25124
CONTRACTOR:	Selland Construction, Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Applicable Sales Tax):	$	83,682.72
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	$	83,682.72
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	$	103,352.53
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	$	187,035.25

Original Contract Working Days:	10
Current Contract Working Days Adjusted by Non-Working Days and/or Previous Change Order(s):	10
Change in Contract Working Days due to this Change Order:	10
Revised Contract Working Days:	20

CONTRACTOR: Ron Zerr III Digitally signed by Ron Zerr III DN: C=US, E=ronz@sellandconstruction.com, O=Selland Construction, CN=Ron Zerr III Date: 2025.10.21 10:16:51-07'00' Date: 10-21-2025

ENGINEER: Robt Scott Digitally signed by Robert Scott Date: 2025.10.21 12:53:39-07'00' Date: ____________

OWNER: ____________________ Date: ____________

CHANGE ORDER NO. 1

DATE:	October 20, 2025
CONTRACTING AGENCY:	City of Toppenish
PROJECT NAME:	Toppenish Emergency Bypass - Wastewater Treatment Plant
HLA PROJECT NO.:	25124
CONTRACTOR:	Selland Construction, Inc.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHANGE AMOUNT
CHANGE ORDER NO. 1					
3	CO1 - Increase Qty. Asphalt Repair	SF	62	$ 60.00	$ 3,720.00
7	CO1 - Added demo, utilities, scum pump, and filtrate line tie-in	LS	1	$ 57,350.00	$ 57,350.00
8	CO1 - Added electrical controller and transformer	LS	1	$ 10,839.50	$ 10,839.50
9	CO1 - Added concrete sidewalk	LS	1	$ 9,000.00	$ 9,000.00
10	CO1 - Change in conditions	LS	1	$ 12,000.00	$ 12,000.00
				CHANGE ORDER NO. 1 SUBTOTAL:	**$ 92,909.50**
				3% TERO Fee	**$ 2,787.29**
				8% Sales Tax:	**$ 7,655.74**
				CHANGE ORDER NO. 1 TOTAL:	**$ 103,352.53**

Change Order No. 1 is being executed due to changed conditions and unforeseen work which became necessary during completion of the emergency bypass work. Additional demolition, utility location and mitigation, scum pump, and filtrate line tie-in work became necessary to complete the bypass work. Additional electrical controller and transformer were required to get the bypass operational. Due to additional demolition, concrete sidewalk and asphalt repair quantity increased. The contractor provided costs associated with additional work, which were reviewed and determined by the Engineer to be reasonable and necessary to complete the emergency bypass project.

SELLAND CONSTRUCTION INC.
General Contractors

P.O. Box 119 Wenatchee, WA 98807
Phone: (509)662-7119 Fax: (509)662-4465

Bid Date: **August 25, 2025**

Toppenish Emergency Bypass - WWTP : Change Order 01

	Change Order #01	Quantity	Unit		Unit Price	Amount
1.	Investigate & Locate City's Existing Infl. Valve	1	LS	$	950.00	$950.00
2.	1-1/4" Pipe From Secondary Clar. to Digester Line	100	LF	$	221.00	$22,100.00
3.	Furnish & Install Scum Pumps	2	EA	$	10,650.00	$21,300.00
4.	Expose & Cap 6"/8" DI Line from Dig. to SL. Build.	1	LS	$	4,000.00	$4,000.00
5.	Tie in 4" FL/SC Pipe to 12" Force Main	1	LS	$	3,900.00	$3,900.00
6.	Clarifier #1 Pump Down	1	LS	$	1,500.00	$1,500.00
7.	Landscape Resoration / Cleanup	1	LS	$	3,600.00	$3,600.00
					Subtotal	**$57,350.00**
					Total	**$57,350.00**

Qualifications: Please Read Carefully

1. Washington State Sales Tax and TERO is Excluded and Shall be added to the project total as required.
2. Asphalt & Concrete not included to be Paid at unit price of original contract.
3. Electrical not included, price to follow Electrician Site Visit
4. Prevailing Wage has been accounted for in proposal.
5. Rock excavation (i.e. Solid Rock, Caliche, Hard Pan, Cemented Soils and/or Boulders larger than 1 Cubic Yard) have not been included. Price Negotiation will be required if these materials are encountered.
6. Excludes Water System Support.
7. Exludes Construction Survey.
8. Engineering & Professional Surveying Services are Excluded.
9. Fees for Utilities, County, City, Etc. are not included. Cultural Resource Services are not covered in our scope.
10. Hazardous Materials Abatement, Removal, Handling, Disposal, etc. are not expected onsite and are therefore Excluded.
11. Watering & Dust Control are Included for Selland's scope of work and duration only. No OT Dust Control or beyond our work.
12. Erosion Control Inspections, Reporting, Monitoring & Maintenance are Excluded. Stormwater Permit by others.
13. Dust control has been provided while we are actively working the site. No permanent or sustained dust control or mitigation has been included.
14. Any scope of work not specifically included as a line item in this proposal is excluded.
15. Actual quantities installed shall be tracked/measured and the basis of payment at the unit prices included in this proposal unless otherwise agreed.
16. Due to global supply chain disruptions and market volatility we reserve the exclusive right to adjust our proposal for material escalation.
17. Proposal is valid for 30 days. This proposal shall be made part of any subcontract.

If you have any questions or need additional information with regard to our proposal please give us a call.

Sincerely,
SELLAND CONSTRUCTION, INC.

Ron Zerr III

Ron Zerr III
(509) 961-7825

Daily Report of Force Account Worked

Contract Number	Date	Item Number	Item Name
	8/26/2025		*Toppenish WWTP CD01 - Electrical*

Prime Contractor	Subcontractor/Lower Tier Subcontractor
Selland Construction, Inc.	509 Electric

Description of Work Performed

Electrical for Scum Pump Installation

Time Worked Record

	Workers and/or Equipment Working	Occupation of Workers or Equipment Size	Hours Worked Reg.	Hours Worked O.T.	Reg. Rate	O.T. Rate	Amount
Labor							
1							
					Labor Subtotal		*$0.00*
					29% Markup		*$0.00*
					Labor Total		***$0.00***
Equipment							
2							
					Equipment Subtotal		*$0.00*
					21% Markup		*$0.00*
					Equipment Total		***$0.00***
Materials							
3							
					Materials Subtotal		*$0.00*
					21% Markup		*$0.00*
					Materials Total		***$0.00***
Subcontractors							
3	***509 Electric - Quote #3087 (See Attached)***				***$9,678.13***		***$9,678.13***
					Subs Subtotal		*$9,678.13*
					12% Markup		*$1,161.38*
					Subs Total		***$10,839.51***

Calculated By	Date	Checked By	Date	Total	
				Total	***$10,839.51***

Inspector's Signature	Contractor's Representative Signature	Title

509 Electric

3402 West Washington Avenue Suite 112
Yakima, Washington 98903
509-571-1082
info@509electric.com | https://509electric.com/

RECIPIENT:

Selland Construction

1285 S Wenatchee Ave
Wenatchee, WA 98807

Quote #3087

Sent on	___________________
Total	**$9,678.13**

SERVICE ADDRESS:

501 Annahat Road
Toppenish, Washington 98948

Product/Service	Description	Qty.	Unit Price	Total
Electrical Installation Proposal – 3 kVA Transformer & Controller	- Tap into the existing circuit and use the 15A breaker in the electrical bucket to feed a new 480V–120V transformer - Install a stainless steel junction box at the union on the conduit coming from underground - Install a NEMA 4X stainless steel fused disconnect on the primary side of the transformer with 8A fuses - Install a NEMA 4X stainless steel fused disconnect on the secondary side of the transformer with 30A fuses - Provide and install a new 3 kVA NEMA 3R transformer - Install two new ground rods for the 3 kVA transformer and provide conduit as needed at grade - Install the customer-provided controller - Utilize the existing disconnect for the motor circuit - Mount the new controller in place of the existing Hand/Off/Auto switch - Provide and install new stainless steel plate for the new pump controller - Electrical permit included - All work performed in compliance with prevailing wage requirements - Excludes any sales tax	1	$9,678.13	$9,678.13

Total **$9,678.13**

This quote is valid for 30 days.

Any unforeseen issues or additional work not outlined in the scope will be discussed prior to proceeding with the work and may incur additional charges.

Work will be scheduled upon acceptance of this quote and permit approval.

Contractors License # 509ELE*8218O

509 Electric
3402 West Washington Avenue Suite 112
Yakima, Washington 98903
509-571-1082
info@509electric.com | https://509electric.com/

Signature: ______________________ Date: _____________

Angie Ringer

From: Ronnie Zerr <RonZ@sellandconstruction.com>
Sent: Monday, October 20, 2025 1:32 PM
To: Angie Ringer; James Flowers
Cc: Jolene Vesey; Taylor Denny; David Dumas; Robert Scott; Janell Buchanan
Subject: RE: 25124 - TP WWTP Emergency Bypass - Status update

Good Afternoon Angie,

1. We can pick these up at your office
3. The added cost for the additional concrete placement is $9,000.
4. Confirmed with Wero & Sons that intent was been filed
5. We will have Northwest Asphalt on site tomorrow to complete the asphalt patch between 10:30 AM and 12:30 PM

Let us know if you have any questions.

THANKS,
RON ZERR III
SELLAND CONSTRUCTION

SELLAND
CONSTRUCTION
GENERAL CONTRACTORS

From: Angie Ringer <aringer@hlacivil.com>
Sent: Monday, October 20, 2025 9:20 AM
To: James Flowers <jamesf@sci-industrial.com>; Ronnie Zerr <RonZ@sellandconstruction.com>
Cc: Jolene Vesey <jvesey@hlacivil.com>; Taylor Denny <tdenny@hlacivil.com>; David Dumas <ddumas@hlacivil.com>; Robert Scott <rscott@hlacivil.com>; Janell Buchanan <jbuchanan@hlacivil.com>
Subject: RE: 25124 - TP WWTP Emergency Bypass - Status update
Importance: High

Good morning, James and Ron,

Thank you for the important work your team has completed for the City of Toppenish, related to the emergency project at their WWTP.

Checking in with you regarding the following pending project items:

1. Signed contracts are at our office. Would you like these mailed or would you like to stop by and pick up?
2. Attached is Progress Estimate 01, which was sent to the City on October 14, 2025, with a recommendation for payment to Selland.

3. Change Order 01 is pending receipt of Selland's cost proposal for additional concrete placement. The City will process the Change Order and subsequent payment once received.
4. Please ask Wero and Sons to file their intent to pay prevailing wages as it is outstanding.
5. When will Selland be returning to the site to complete the Asphalt repair?

I will be out of the office from Wednesday, October 22, 2025, to Wednesday, October 29, 2025 and not back in the office until Thursday, October 30, 2025. If we could get the above items taken care of before my scheduled vacation, that would be great.

Thanks again for your efforts in completing this project on behalf of the City of Toppenish.

Give me a call if you have any questions or need anything further from our team.

HLA

Angie Ringer, Contract Administration Supervisor
2803 River Road, Yakima, WA 98902
Office: (509) 966-7000 | Cell: (509) 949-0069
aringer@hlacivil.com | www.hlacivil.com

From: Angie Ringer
Sent: Tuesday, September 23, 2025 3:29 PM
To: James Flowers <jamesf@sci-industrial.com>; Ronnie Zerr <ronz@sellandconstruction.com>
Cc: Jolene Vesey <jvesey@hlacivil.com>; Taylor Denny <tdenny@hlacivil.com>; David Dumas <ddumas@hlacivil.com>
Subject: 25124 - TP WWTP Emergency Bypass - TERO agreement

Good afternoon,

Please provide a copy of SCI's TERO agreement for the work being done at the Toppenish WWTP project.

Thanks,

HLA

Angie Ringer, Contract Administration Supervisor
2803 River Road, Yakima, WA 98902
Office: (509) 966-7000 | Cell: (509) 949-0069
aringer@hlacivil.com | www.hlacivil.com

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SELLAND CONSTRUCTION INC.
General Contractors

P.O. Box 119 Wenatchee, WA 98807
Phone: (509)662-7119 Fax: (509)662-4465

Bid Date: **August 13, 2025**

Toppenish Emergency Bypass - Wastewater Treatment Plant : Change in Conditions

	Extra Work	Quantity	Unit	Unit Price	Amount
1.	Change in Site Conditions -Added Unknown Utilities to Pothole in order to make Tie in -Added Material Removal to Ensure Safe Trench Due to Added Unknown Utilities -Added Thrust Blocking & Extra Fitting	1	LS	$ 12,000.00	$12,000.00
				Subtotal	**$12,000.00**
				Total	**$12,000.00**

Qualifications: Please Read Carefully

1. Washington State Sales Tax is Excluded and Shall be added to the project total as required.
2. Prevailing Wage has been accounted for in proposal.
3. Rock excavation (i.e. Solid Rock, Caliche, Hard Pan, Cemented Soils and/or Boulders larger than 1 Cubic Yard) have not been included. Price Negotiation will be required if these materials are encountered.
4. Excludes Water System Support.
5. Exludes Construction Survey.
6. Engineering & Professional Surveying Services are Excluded.
7. Fees for Utilities, County, City, Etc. are not included. Cultural Resource Services are not covered in our scope.
8. Hazardous Materials Abatement, Removal, Handling, Disposal, etc. are not expected onsite and are therefore Excluded.
9. Watering & Dust Control are Included for Selland's scope of work and duration only. No OT Dust Control or beyond our work.
10. Erosion Control Inspections, Reporting, Monitoring & Maintenance are Excluded. Stormwater Permit by others.
11. Dust control has been provided while we are actively working the site. No permanent or sustained dust control or mitigation has been included.
12. Any scope of work not specifically included as a line item in this proposal is excluded.
13. Actual quantities installed shall be tracked/measured and the basis of payment at the unit prices included in this proposal unless otherwise agreed.
14. Due to global supply chain disruptions and market volatility we reserve the exclusive right to adjust our proposal for material escalation.
15. Proposal is valid for 30 days. This proposal shall be made part of any subcontract.

If you have any questions or need additional information with regard to our proposal please give us a call.

Sincerely,
SELLAND CONSTRUCTION, INC.

Ron Zerr III

Ron Zerr III
(509) 961-7825

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-103

Meeting Date:	October 27, 2025
Subject:	AB 25-103: [Proposed] Resolution No. 2025-76, Approving Lot Consolidation Application for Wastewater Treatment Plant (WWTP) Properties.
Attachments:	1. Resolution No. 2025-76 WWTP Parcel Merger 2. Record Change Form_WWTP 3. WWTP Parcel Merge Survey 4. 25121 Merger Legal
Presented By:	Andrew Hattori, CED Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The City of Toppenish is currently undergoing emergency repairs and upgrades at the Wastewater Treatment Plant (WWTP) to meet agency requirements and provide consistent service to our residents. As a part of the improvements project, construction efforts are planned that may be impacted due to the existing property lines as the WWTP facilities currently span across three separate parcels. While there are no inherent advantages to having the WWTP facilities located on three parcels, it would be advantageous to combine or "merge" the three properties into a single parcel. This would make it easier to reference the property details, as well as, remove any concerns for setback requirements and lot coverages as the construction and improvement projects move forward. Should we move forward with three separate parcels it could cause issues with siting, the size of buildings, and functionality of the new improvements. Staff wishes to present the attached merger documents for Council's consideration.

Fiscal Impact:

None.

Recommendation:

Approve Resolution No. 2025-76 authorizing the City Manager to submit a parcel merger application to Yakima County.

Alternatives:

RESOLUTION NO. 2025-76

A RESOLUTION OF THE CITY OF TOPPENISH, WASHINGTON, AUTHORIZING THE SUBMITTAL OF A PARCEL MERGE APPLICATION TO YAKIMA COUNTY FOR THE WASTEWATER TREATMENT PLANT PARCELS

WHEREAS, the City of Toppenish (hereinafter the "City") is currently undergoing emergency construction and improvement efforts at the Wastewater Treatment Plant (hereinafter “WWTP”); and,

WHEREAS, the WWTP facilities are located across three separate and adjoining parcels causing new improvements to be impacted by setback, lot coverage, and other requirements; and,

WHEREAS, merging the three parcels into one parcel would not negatively impact operations and would provide flexibility during the design and construction of new facilities; and,

WHEREAS, Yakima County may merge the three parcels upon receipt of a parcel merge application and survey.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY TOPPENISH, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval: The City Manager, or their designee, is authorized to sign and submit a parcel merge application to Yakima County for the WWTP properties.

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 October 27, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

RECORD CHANGE FORM

ACTION BEING REQUESTED
Merge (✔)
Segregation ( )
Other ( )

CURRENT OWNER

Name City of Toppenish
Address 21 W 1st Avenue
City Toppenish **State** WA **Zip** 98948
Phone/Email 509-829-4083

REQUESTED BY
(✔) **Same as Owner/or**

Name ____________________
Address ____________________
City __________ **State** ____ **Zip** ______
Phone/Email ____________________

PARCEL NUMBER(S)
201011-24013
201011-24014
201011-24002

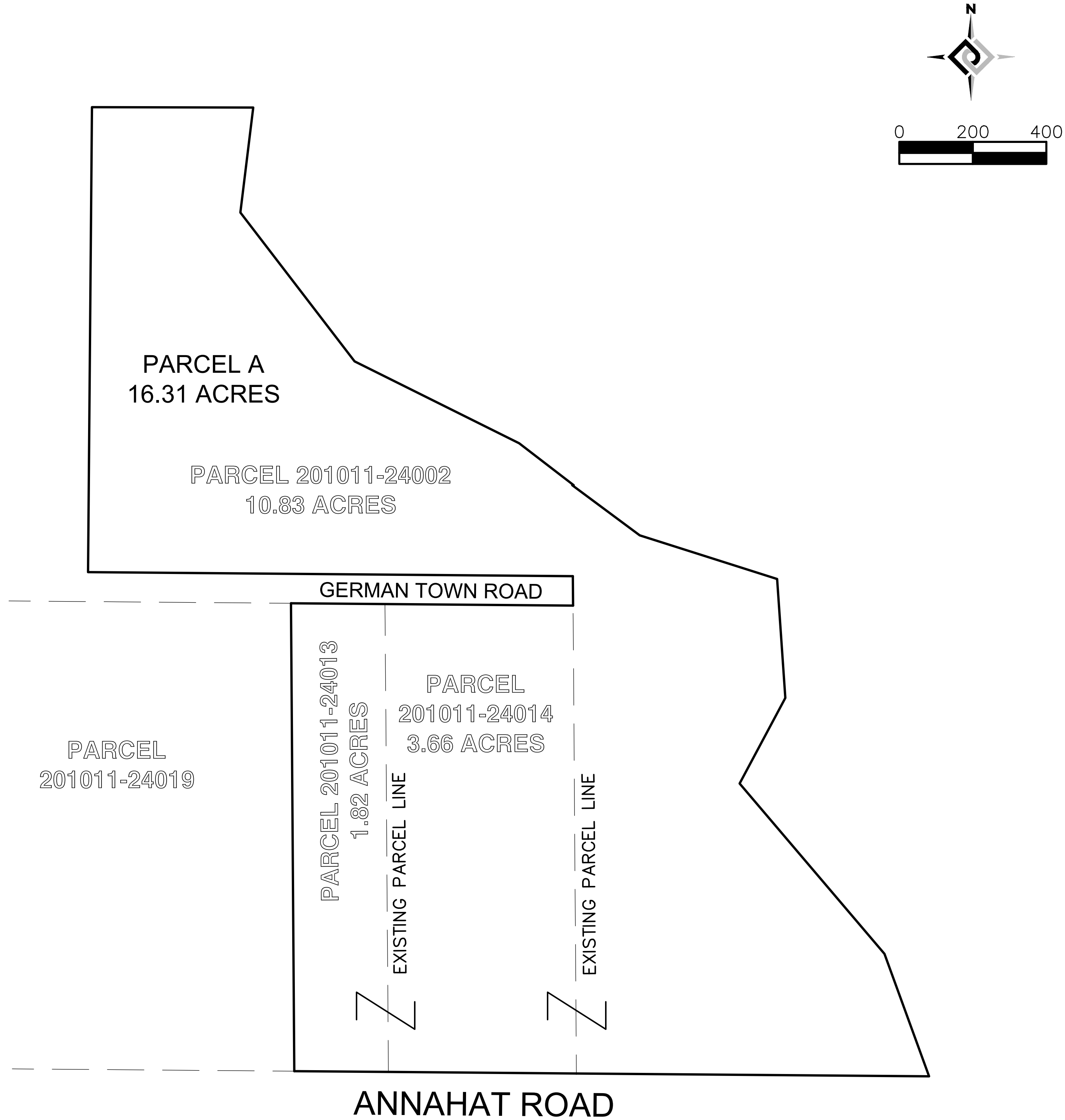
ASSESSOR USE ONLY

ACTION REQUIRED
Merge all three parcels into one parcel as shown in attached exhibit.

NOTICE: All taxes and assessments must be paid on the parcels before any action being requested can be initiated. In addition, a NEW proposed Legal Description of the land being merged or segregated must be included.

The undersigned affirms that all property taxes and assessments have been paid on all the properties covered by this request and further agrees that if it is found that the requested change is not in compliance with all applicable State, County, or Municipal ordinances this request will be considered **VOID** and the parcels will be reestablished to their original configuration. In addition, if any improvements are placed upon the parcel(s) that are in conflict with the original boundaries, any/all future ability to reestablish the lots to the original configuration will be forfeited.

Date **Signature**



P:\PROJECTS\2025\25121\SURVEY\25121 MERGER.DWG

HLA
2803 River Road
Yakima, WA 98902
(509) 966-7000
www.hlacivil.com

JOB NUMBER: 25121	DATE: 10-13-25
FILE NAMES: DRAWING: 25121 Merger.dwg	
DESIGNED BY: ETH	ENTERED BY: DLW

PARCEL MERGER EXHIBIT

TOPPENISH W.W.T.P.

CITY OF TOPPENISH, YAKIMA COUNTY, WASHINGTON

October 13, 2025

HLA project No. 25121

Legal Description for Merger of Parcels 201011-24002, -24013, and -24014

That portion of the South Half of the North Half of said Section 11, Township 10 North, Range 20 East, W.M. described as follows:

Beginning at the Southeast corner of the Northwest Quarter of said Section 11;
Thence North along the East line thereof 647.5 feet;
Thence West 383.4 feet;
Thence South 647.55 feet to the South line of said Northwest Quarter;
Thence East 383.64 feet to the Point of Beginning.

Also.

Beginning 647.50 feet South of the Northeast corner of the South Half of the Northwest Quarter of Said Section 11;
Thence West 659.5 feet;
Thence North 648.15 feet to the North line of said South Half;
Thence East along said North line 219.75 feet;
Thence South 6°30’ West 147 feet;
Thence South 38° East 255 feet;
Thence South 64° East 250 feet;
Thence South 53° East 208 feet;
Thence South 72° East 196 feet;
Thence South 3°30’ East 162 feet;
Thence South 28°30’ West 132 feet;
Thence South 40° East 304 Feet;
Thence South 20° East 220 Feet to the South line of the Northeast Quarter of Said Section 11;
Thence West 498 Feet to the Southwest corner of said Northeast Quarter;
Thence North to the Point of Beginning.

Situate in Yakima County, Washington.

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-104

Meeting Date:	October 27, 2025
Subject:	AB 25-104: [Proposed] Resolution No. 2025-77, Authorizing the Purchase of a Blower for the Wastewater Treatment Plant (WWTP).
Attachments:	1. Resolution No. 2025-77 WWTP Blower Purchase 2. Blower Purchase Estimate
Presented By:	Andrew Hattori, CED Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

On February 11, 2025 a catastrophic failure occurred at our Wastewater Treatment Plant (WWTP) causing partially treated sludge to exfiltrate to the ground surface causing significant damage to the building and equipment. Subsequently, the two primary and one reserve blower used for the aeration treatment process failed and needs immediate replacement. The City then entered into a state of emergency under Toppenish Resolution No. 2025-11, and sought funding and options to cover the costs of the repairs, including the blowers. The City also received an Administrative Order from EPA to have a new blower installed by May 12, 2026.

Staff and our consultants, HLA Engineering and Land Surveying, Inc., have been working with Aerzen for the procurement of a new blower. The total cost of the new blower and necessary parts totals to $76,380.00. Staff believes this is our best option for our needs and timeline, the approval to move forward with purchasing would mean we would likely have the blower on-site by the end of March 2026, giving us some time to work out any issues and be operational by the May 12, 2026 deadline. We are likely to receive additional energy incentives for the specific blower planned to be purchased.

Fiscal Impact:

The City would use emergency funding provided by the Public Works Board to fund the purchase.

Recommendation:

Approve Resolution No. 2025-77 Authorizing the purchase of a new blower for the WWTP from Aerzen.

Alternatives:

RESOLUTION NO. 2025-77

A RESOLUTION OF THE CITY OF TOPPENISH, WASHINGTON, AUTHORIZING THE SUBMITTAL OF A PARCEL MERGE APPLICATION TO YAKIMA COUNTY FOR THE WASTEWATER TREATMENT PLANT PARCELS

WHEREAS, the City of Toppenish (hereinafter the "City") is currently undergoing emergency construction and improvement efforts at the Wastewater Treatment Plant (hereinafter “WWTP”) after a catastrophic failure caused essential WWTP processes to fail; and,

WHEREAS, the City is obligated by Administrative Order of the EPA to install a new blower by May 12, 2026; and,

WHEREAS, the City and it’s consultants have worked with Aerzen on determining the optimal blower for our needs and costs; and,

WHEREAS, the City has received a cost estimate of $76,380.00 for required needed blower.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY TOPPENISH, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

<u>Section 1. Approval</u>: The City Manager, or their designee, is authorized to purchase a new blower for the WWTP required by the EPA Administrative Order in the amount of $76,380.00.

<u>Section 2. Corrections</u>: 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.

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

PASSED by the Toppenish City Council at its regular meeting held on October 27, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

AERZEN USA CORPORATION
108 Independence Way
Coatesville, PA 19320
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

AERZEN

AERZEN Reference Number: ENV-641943.3

16-Oct-25

Re: City of Toppenish WWTF

To:	Daniel Musgrave
Firm -	City of Toppenish WWTF
email -	daniel.musgrave@cityoftoppenish.us
phone -	509-865-4500
AERZEN Representative Info:	
Name -	Chris McCalib of Treatment Equipment Company
e-mail -	chris@tec-nw.com
phone -	(425) 641-4306

AERZEN Proposal Prepared By:	
Name -	So Her
email -	so.her@aerzen.com
phone -	(707) 908-0146
AERZEN Regional Manager:	
Name -	Tom McCurdy
e-mail -	tom.mccurdy@aerzen.com
phone -	(610) 656-1683

PD Blower Option **Model: GM 35 S DN 150**

Performance Data:		**Design**	**Min**
Intake volume, handled at intake condition	cfm	822	139
Volume handled at normal condition (dry) per ASME	scfm	720	122
Mass flow	lb/h	3,333	567
Density at inlet conditions	lb/cf	0.068	0.068
Relative humidity	Φ	80%	80%
Inlet pressure (abs.)	psia	14.30	14.30
Discharge pressure (abs.)	psia	22.4	22.4
Pressure difference	psig	8.1	8.1
Intake temperature	°F	100	100
Discharge temperature	°F	207	284
Main rotor speed	rpm	2420	712
Power consumption at coupling	bHP	38	10
Motor Rating	HP	50	
Motor Speed	rpm	1775	513
Motor frame		326T	
Tolerance on flow & power	± 5 %		
Sound pressure level w/o enclosure	dB(A)	95	*Measured in free field at 3ft. distance from the outline of the unit
Sound pressure level w/ enclosure	dB(A)	75	*does not include system piping noise (tol. ± 2 dB(A)).

Weights & Dimensions:

Discharge connection	ANSI Flange	6"
Blower torso weight	lbs.	2,355
Blower motor weight	lbs.	536
Blower pkg weight	lbs.	2,891
Envelope dim.*	L x W x H in.	71 x 59 x 78
Cooling Fan	shaft driven	

* non binding dimensions includes, inlet filter silencer, relief valve, check valve, and flex connector

AERZEN USA CORPORATION
108 Independence Way
Coatesville, PA 19320
Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

AERZEN

GM 35 S DN 150

Aerzen Generation 5 Delta Blower Package consists of the following components, assembled in our factory.

Aerzen Rotary Lobe Blower GM Series

- Narrow V-belt drive
- V-belt drive guard
- First fill of Delta Lube 06 oil
- Inlet filter-silencer, G4 per EN 779 (equivalent to MERV 7)
- Discharge Silencer, Reactive type, integrated with base frame
- Spring loaded pressure relief valve(s), sized for full flow
- Set of vibration isolating mounts
- Discharge manifold with externally accessible integrated check valve
- Hinged motor support as automatic belt tensioning device
- Sound enclosure, powder-coated galvanized steel, fire retardant HDP foam construction
- 6" ANSI Flanged discharge connection
- 6" butterfly valve, wafer style, ductile iron body, 316 SS disc, 416 SS stem, EPDM seat, hand lever (ships loose)
- Simplified ISO-1217, Annex B test report(s)
- Package factory run test, 1 hr (unwitnessed)
- Submittal data, hard copy
- O&M manual, hard copy
- Factory set PRV to 10.9 psig
- Blower Warranty 24/30
- Domestic packaging

Drive motor

- Motor 50 HP, 4-pole, NEMA, TEFC, 208-230/460 V / 60 Hz, NEMA Premium Efficiency,326T
- Motor thermostats, one per phase @ 155 deg C
- Motor Warranty 3-Yr Motor

Instrumentation and Controls

- Set of instrumentation (4" gauges, P1 gauge, P2 gauge & switch, T2 gauge & switch)
- Discharge pressure switch
- Junction box

VFD - 50 HP NEMA 12

- Motor shaft grounding ring
- VFD, NEMA 12/IP55 enclosure, 50 HP, w/ DC choke, (125 A) fused disconnect
- Expanded General Purpose I/O
- Ethernet IP communication protocol for VFD
- VFD ships loose, installed by others
- Wire Blower Switches to VFD
- Program VFD with local switch indication
- Danfoss Warranty 3-Yr DrivePro.

Spare Parts

- 1 spare air filter(s)
- 1 spare belt set(s)
- Set of 1 Delta Lube 06 - 1 gallon(s)

Start Up & Services

- 1 trip(s), 1 day(s) total installation inspection, startup, & training

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108 Independence Way
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Tel. (610) 380-0244 ♦ Fax. (610) 380-0278

Freight

- Estimated Freight to jobsite (Quick Crate)

AERZEN USA CORPORATION
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Pricing **Quantity: 1**

No.	Description	Price Total
1	Quantity (1) Aerzen GM 35 S DN 150 package as described above	**$60,390**
2	Quantity (1) VFD - 50 HP NEMA 12 as described above	**$15,990**

Price does not include any tax or VAT.

Delivery Terms: **CIP Aerzen USA Coatesville, PA**

General Terms: **This offer is subject to Aerzen USA Corp. Terms and Conditions of Sale of Goods and Services (AMUSA.02.28.25)**

Payment Terms: **Net 30 days, 20% of order value with approved submittals. 75% of order value at shipment. 5% of order value upon startup.**

Submittals: **4-6 weeks after receipt of purchase order**

Delivery Time: **presently approximately 14 weeks after technical release by customer.**

Warranty: **24 months after start up, 30 months after delivery, whichever comes first.**

*Maintenance must be performed per the Instruction Manual using Aerzen spare parts.

*Equipment not manufactured by Aerzen will carry the manufacturer's standard warranty.

Quote Validity: **All prices and lead times quoted are valid for 30 days from the date stated on the quotation.**

*Please be advised that the quoted prices are contingent upon current market conditions and may be subject to change. In anticipation of potential new tariffs and/or associated fees on imported products, we reserve the right at any time to adjust our prices accordingly. We will inform you of any changes as soon as they are confirmed.

Proposal Accepted by Customer (Name of Responsible Party Printed):	
Signature:	
Date:	
PO or other Accounting Number for Invoicing:	

Aerzen USA Corp. Terms and Conditions of Sale of Goods and Services

Aerzen USA Corp. ("Aerzen") agrees to provide goods and (if included on the Purchase Contract) services to the buyer ("Buyer") under the purchase contract, which consists of the purchase order and the purchase order acknowledgement (the "Purchase Contract"), to which these Terms and Conditions are attached on the following terms and conditions. Any alteration of these terms and conditions shall have no force or effect unless agreed to in writing by an officer of Aerzen or such other authorized signatory of Aerzen as designated in writing by Aerzen. These Terms and Conditions prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted any purchase order, purchase contract, or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions. The Purchase Contract and these Terms and Conditions are sometimes referred to as the "Agreement".

1. GENERAL PROVISIONS

1.1 Entire Agreement: The Agreement constitutes the entire agreement between Aerzen and Buyer with respect to the sale of Goods and Services pursuant to the Purchase Contract, and supersedes all prior agreements, understandings, and communications, whether written or oral, relating to the subject matter hereof. A failure by either Aerzen or Buyer to enforce any rights under these Terms and Conditions shall not be deemed to constitute a waiver of those or any other rights under these Terms and Conditions. No condition stated by Buyer shall be binding upon Aerzen if in conflict with, inconsistent with, or in addition to these Terms and Conditions, unless expressly accepted in a writing signed by Aerzen. If there is any conflict or differences in any terms or conditions presented by Buyer and these Terms and Conditions, these Terms and Conditions shall govern.

1.2 Severability: If any provision of the Agreement is found to be invalid, illegal, unenforceable, or in violation of any law or regulation, such invalidity, illegality, unenforceability, or violation shall not affect any other term or provision of the Agreement, and the remaining provisions shall continue in full force and effect.

1.3 Assignment: Buyer may not assign or transfer its rights or obligations under the Agreement without the prior written consent of Aerzen.

1.4 Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered or certified mail, sent by recognized courier service, or sent by email to the addresses specified in the Purchase Contract or as otherwise provided in writing by the recipient. Notices shall be effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure of the recipient to provide reasonable means for accomplishing delivery.

1.5 Confidentiality: "Confidential Information" means any non-public information disclosed by Aerzen to Buyer that is marked as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Buyer agrees that Buyer will keep all Confidential Information confidential. Confidential Information shall remain the exclusive property of Aerzen. Buyer shall not reproduce or disclose any Confidential Information without prior written consent of Aerzen.

1.6 Governing Law and Jurisdiction: The Agreement and the sale of equipment, materials, and other products ("Goods") and any services ("Services") pursuant thereto, and the respective rights and obligations of Aerzen and Buyer with regard thereto shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of law thereof.

1.7 Dispute Resolution: In the event of any dispute arising out of or relating to the Agreement and the sale of Goods and any Services pursuant thereto, Aerzen and Buyer shall first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiation within 30 days, either Aerzen or Buyer may request that the dispute be submitted to non-binding mediation facilitated by a neutral third-party mediator agreed upon by both parties. If mediation is unsuccessful or not pursued, any unresolved disputes shall be finally settled by arbitration conducted in Coatesville, Pennsylvania, in accordance with the Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The language of the arbitration shall be English. If mediation or arbitration is not successful, the parties may pursue any and all legal or equitable remedies available to them. Any disputes arising under or in connection with the Agreement and the sale of Goods and any Services pursuant thereto, if not resolved pursuant to the foregoing, shall be subject to the exclusive jurisdiction of the courts located in Chester County, Pennsylvania.

1.8 Force Majeure: Aerzen shall not liable in any way for any default or delay with respect to the sale of Goods or Services due to contingencies beyond its control, including, but not limited to, war, restraints affecting shipping, delivery of materials, or credit as a result of war or war restrictions, non-arrival, delay or failure to procure materials as a result of war or war restrictions, rationing of fuel, strike, lockout, fire, bombing, terrorism, accident, flood, drought, pandemic, cyber-attack, and any other contingency affecting such party, its suppliers, or subcontractors.

1.9 Waiver of Subrogation: Each of Aerzen and Buyer hereby waives any and all rights of recovery, claim, action, or cause of action against the other party, its officers, directors, employees, agents, successors, and assigns, for any loss, damage, or liability covered by insurance maintained by such party, to the extent that such loss, damage, or liability is covered by such insurance, regardless of the cause of such loss, damage, or liability, including but not limited to negligence of the other party, its officers, directors, employees, agents, successors, and assigns. Each of Aerzen and Buyer agrees to obtain from its insurance carrier a provision that the insurance carrier waives its right of subrogation against the other party in connection with any loss, damage, or liability covered by such insurance. This mutual waiver of subrogation shall be effective regardless of whether the party seeking recovery has actually received proceeds under any insurance policy for the loss, damage, or liability suffered. Each of Aerzen and Buyer agrees to include this mutual waiver of subrogation provision in all applicable insurance policies and to take all necessary steps to ensure that its insurance carrier is bound by the terms of this waiver. This waiver shall survive the termination or expiration of the Agreement and shall be binding upon and inure to the benefit of Aerzen and Buyer, and their respective successors and assigns.

1.10 General Limitation of Liability: In no event shall Aerzen be liable to Buyer, Buyer's customers, or any third party for special, indirect, incidental, consequential, or punitive damages, or expenses incurred, whether arising from breach of contract, warranty, negligence, strict liability in tort, or other theories of law or equity. Such damages and expenses include, but are not limited to, liquidated damages, loss of profits or revenue, loss of use, cost of capital, cost of substitutes, downtime, service interruption, or any other type of economic loss. This limitation of liability shall apply regardless of the cause of action and regardless of whether such damages or expenses were foreseeable or arise directly or indirectly from the performance or non-performance of obligations under the Agreement or the sale of Goods and Services thereunder. By agreeing to this limitation of liability, Buyer acknowledges and accepts the allocation of risk set forth in this Section 1.10, and this provision shall survive the termination or expiration of the Agreement.

1.11 Cyber Security: Buyer warrants to Aerzen: (a) Buyer has established and adheres to cyber security standards and processes during all equipment and product development and testing procedures, (b). Without limiting any other rights Aerzen and Buyer may have under the Agreement, if any of Buyer's software and related electronic documentation contains any computer code that would cause a product vulnerability, unauthorized access, loss of functions, malware intrusion, or any other compromise to confidentiality, integrity, or availability, and such virus or other contaminant is brought into Aerzen's computer environment by or through Buyer, Buyer shall reimburse Aerzen for all labor and material costs (whether internal or third party) incurred by Aerzen to identify, contain, and correct the effects thereof.

2. SALE OF GOODS AND SERVICES

2.1 Orders: All Purchase Contracts are subject to acceptance and approval by Aerzen's credit department and are not binding until and unless so approved and accepted. Written acknowledgement of a Purchase Contract shall constitute acceptance and will thereby be a binding contract which cannot be modified or cancelled by Buyer without written consent of Aerzen. Buyer is responsible for providing clear, accurate, and complete data during the quotation phase. If required information for project completion is missing or additional documents or requirements are submitted to Aerzen with the purchase order that were not previously reviewed and included in the scope of work, the project start date will be adjusted to the date of technical clarification rather than the date of Purchase Contract acceptance. In such cases, all agreed lead times for equipment and documentation will be calculated as weeks after technical clarification rather than from the date of Purchase Contract acceptance. All Buyer-provided documents, including but not limited to purchase orders, commercial documents, technical specifications, and markups of Aerzen documents, must be submitted electronically in a text-searchable format.

2.2 Prices and Payments: All prices are quoted and payable in U.S. dollars, unless otherwise noted. Quoted prices shall remain valid for 30 days unless Aerzen notifies Buyer of a change in a quoted price prior to the end of such 30-day period. Aerzen reserves the right to restrict or modify the terms of payment or to require payment prior to shipment if, in Aerzen's opinion, Buyer's financial condition or other circumstances do not warrant shipment on the terms originally specified in the Agreement. Unless expressly agreed to in writing, pending satisfactory credit review, Aerzen standard payment terms are: (a) For Purchase Contracts totaling less than $100,000, the payment terms shall be Net 30 days from date of shipment, with no retainage held. (b) For Purchase Contracts totaling $100,000 or more, the following terms shall apply, assuming satisfactory credit review by Aerzen: 20% of the Purchase Contract value from date of the accepted Purchase Contract; 30% of the Purchase Contract value upon release for production; and 50% of the Purchase Contract value at readiness to ship, with no retainage held. (c) All invoices are to be paid Net 30 days. (d) In those cases where progress payments are required, all work by Aerzen for Buyer will cease, in the sole discretion of Aerzen, if payment is not received in accordance with the payment schedule. (e) Payment retention will not be allowed. In the instance where an invoice is disputed, all undisputed portions remain payable within Net 30 days terms. (f) Interest at the rate of 1.5% per month or at the highest rate allowed by law, whichever is less, shall be charged to all overdue accounts. Buyer will reimburse Aerzen for all costs and expenses (including attorney's fees and the costs of bringing any action) incurred in collecting any amounts past due. Buyer agrees to reimburse Aerzen for all reasonable travel and out-of-pocket expenses incurred by Aerzen in connection with the performance of the Services.

2.3 Taxes: The prices quoted do not include any taxes. Any sales tax, use tax, excise tax, goods and service tax (GST), value added tax (VAT), customs tax, or other tax of any nature whatsoever imposed by any government authority on the transaction between Aerzen and Buyer (plus interest and penalties thereon, if any) shall be paid by Buyer, in addition to the prices quoted and invoiced. If Aerzen is required to pay any such taxes, Buyer shall reimburse Aerzen on demand for the full amount so paid by Aerzen. At the time of a Purchase Contract, Buyer shall provide Aerzen with any tax exemption certificates or other documents acceptable to the taxing or customs authorities.

2.4 Liability: Aerzen's liability with respect to the Goods and Services sold pursuant to the Agreement shall be limited to the warranties provided in Section 2.8 of these Terms and Conditions and shall be limited to the price of the Goods and Services sold pursuant to the Purchase Contract.

2.5 Shipping or Service Date: Scheduled or anticipated shipping and performance dates are estimates and not a guarantee of a particular date of shipment of Goods or performance of any Services. If any portion of the work under the order is delayed due to the Buyer, for any reason, including but not limited to late return of approval documents, Aerzen is entitled to a schedule change that reflects the actual impact of the delay.

2.6 Delivery of Goods and Risk of Loss; Performance of Services:

a. Title and Risk of Loss: All Goods will be delivered EXW Aerzen, Coatesville, Pennsylvania, or such other location agreed by Aerzen and Buyer in writing (the "Delivery Point"). Title and risk of loss shall pass to Buyer upon delivery of the Goods to the Delivery Point. In no event shall Aerzen be liable for any delay in delivery or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of Aerzen.

b. Shipping Expenses: Unless otherwise specified in the Purchase Contract, all shipping expenses shall be pre-paid by Aerzen and subsequently added to the invoice. Buyer agrees to reimburse Aerzen for these shipping expenses as part of the total invoice amount.

c. Acceptance of Goods and Services: Buyer shall inspect all Goods or Services promptly upon receipt. All claims by Buyer, except only those provided for under warranty clauses specifically set forth in these Terms and Conditions, must be asserted in writing by Buyer within 5 days after receipt of the Goods or completion of the Services, or such claims are waived by Buyer.

d. Delays by Buyer: If Goods cannot be shipped to Buyer, or Buyer is not prepared for scheduled Service, when ready due to any cause not attributable to Aerzen, upon notice to Buyer, Aerzen may ship such Goods to storage. If such Goods are placed in storage, including storage at the facility where manufactured, the following conditions shall apply: (i) all risk of loss or damage shall thereupon pass to Buyer; (ii) title shall transfer to Buyer; (iii) any amounts otherwise payable to Aerzen upon delivery shall be payable upon presentation of Aerzen's invoice; (iv) the Goods shall be deemed as shipped and the warranty time period shall commence; (v) all expenses incurred by Aerzen, such as preparation for and placement into storage, handling, inspection, preservation, insurance, storage and removal charges, and any taxes shall be payable by Buyer; and (vi) when conditions permit and upon payment of all amounts due pursuant to the Agreement, Aerzen shall resume delivery of Goods to the originally agreed point of delivery.

e. Delays in Inspection: If Goods cannot be shipped to Buyer when ready due to delay of Buyer's in-person inspection, upon notice to Buyer, such delay shall constitute a waiver of Buyer's rights of in-person inspection and rejection and an acceptance by Buyer of an inspection report, as determined and compiled at Aerzen's sole discretion. Such acceptance shall be in addition to the remedies for delays by Buyer outlined in these Terms and Conditions.

f. Partial Shipment: Partial shipment of Goods ordered pursuant to a Purchase Contract will not be made without Buyer's knowledge or consent. If a complete shipment cannot be made by the required date, Aerzen will promptly notify Buyer thereof. If partial shipment with Buyer's consent is made, excess freight charges, if any, will be billed to Buyer.

g. On-Site Technical Assistance: With respect to the Services, Buyer shall (i) cooperate with Aerzen in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Aerzen, for the purposes of performing the Services, (ii) supply all required assistance including but not limited to lifting devices, repair room and facilities, standard tools, electric, air, and other utilities required, scaffolding, lighting, and weather protection facilities, as required, or as requested by Aerzen, to safely carry out the work. Aerzen shall supply all specialty tools and such tools shall remain the property of Aerzen, (iii) respond promptly to any Aerzen request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Aerzen to perform Services in accordance with the requirements of this Agreement, and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

h. Performance Dates: Aerzen shall use reasonable efforts to meet any performance dates to render the Services specified in the Purchase Contract, and any such dates shall be estimates only.

2.7 Cancellation, Postponement, or Change Orders:

a. Purchase Contracts are not subject to Buyer's cancellation, postponement, or change in specifications, shipping schedules, or other conditions originally agreed upon without Aerzen's written consent and then only upon agreement to compensate Aerzen for any or all losses caused by such cancellation, postponement, or changes. Cancellation charges of between 20% and 100% of the total price of the Purchase Contract will be invoiced, as determined at Aerzen's sole discretion, depending on the status of completion plus Aerzen's non-recoverable costs attributed to Buyer's order. Service orders may be subject to cancellation fees for purchased airfare or booking fees, should fees be imposed upon Aerzen due to Buyer's cancellation, postponement, or change in specifications, service schedule, or other conditions originally agreed. If Aerzen's manufacturing is delayed or postponed because of the actions or omissions of Buyer, Aerzen shall be entitled to an equitable price adjustment. If Buyer's delay extends for more than 90 days and Aerzen and Buyer have not agreed upon a revised basis for continuing the work at the end of the delay, including adjustment of the price, then upon written notice, Aerzen may terminate the Purchase Contract, whereupon Buyer shall promptly pay Aerzen its cancellation charges as described herein.

b. Upon receipt of a change request from Buyer, including but not limited to a change in equipment design, schedule, cost, or quality, Aerzen may, at its sole discretion, place on hold all work related to any part of the order that may be impacted by the change. Aerzen will inform Buyer of the amount of hold time needed to review the change request. Upon completion of review, Aerzen will inform Buyer of the cost or schedule impact of Buyer's change request. Buyer must then (i) issue a change order reflecting the cost and schedule impact, or (ii) withdraw the change request. The project schedule impact will be equal to or greater than the amount of time that the work under the order was on hold.

c. Aerzen may terminate the Purchase Contract without liability to Buyer if (i) Buyer shall breach the Agreement and shall fail to cure such breach within 5 business days after written notice from Aerzen; (ii) Buyer shall become insolvent; (iii) a petition under the Bankruptcy Act or any other insolvency law shall be filed by or against Buyer; (iv) Buyer shall make assignment for the benefit of creditors; (v) Buyer shall fail to make timely payment of any obligation owed by it to Aerzen; or (vi) if Aerzen reasonably believes that Buyer is unable to make full and prompt payment as required under the Agreement. Buyer agrees that Buyer shall, no later than 30 days following the effective date of termination of this Agreement, pay all monies owed to Aerzen pursuant to the Agreement regardless of any terms of payment that may have otherwise been granted to Buyer by Aerzen. Aerzen shall not by reason of its termination of this Agreement in accordance with the terms hereof, be liable to Buyer for compensation or reimbursement of any damages on account of loss of profits or prospective profits on anticipated sales, or on commitments in connection with the business or goodwill of Buyer or otherwise or for direct, indirect, punitive, special, consequential, or liquidated damages.

2.8 Limited Warranty: Unless otherwise stated in the Purchase Contract, Aerzen warrants i) new equipment will be free from defect in materials and workmanship for 24 months from the date of start-up, but not to exceed 30 months from the date of readiness to ship; ii) repairs, advanced exchanges, and Aerzen factory spare parts will be free from defect in materials and workmanship for 12 months from the date of shipment; iii) factory new rotating assemblies will be free from defect in material and workmanship for 24 months from shipment. Unless otherwise stated in the Purchase Contract, Aerzen further warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. Equipment (including accessories, components, and parts thereof) furnished by Aerzen but manufactured by others is not warranted by Aerzen and such equipment shall carry the warranty (if any) which the manufacturer has conveyed to Aerzen to the extent it can be passed on to Buyer. Aerzen shall, upon prompt written notice by Buyer, correct such non-conformities, at Aerzen's sole option, by either repair or replacement. All such defective Goods shall follow the Aerzen RMA policy and be sent at Buyer's expense directly to Aerzen at 108 Independence Way, Coatesville, Pennsylvania, USA, 19320 or an Aerzen Authorized Service Center, as directed by Aerzen. Shipment of repaired or replacement Goods resulting from a valid warranty claim will be at Aerzen's expense; all other shipments, including those for non-warranty repairs or replacements, shall be at Buyer's expense. Aerzen warrants any equipment repaired or replaced pursuant to the above warranty to be free from defects in materials and workmanship for the longer of: (a) a period of 90 days from the date of shipment of such repaired or replaced equipment or (b) the period remaining on the warranty. Goods must be commissioned and maintained per Aerzen's Operations and Maintenance manual, including proper documentation in a reasonable amount of detail, at Aerzen's sole discretion, to enable evaluation of any warranty claim and for the warranty to remain valid. With respect to any Services subject to a claim under the warranty set forth in this Limited Warranty, Aerzen shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION, CONDITION OR WARRANTY, INCLUDING, BUT NOT LIMITED TO, STATEMENTS OF CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE, WHETHER MADE BY AERZEN OR AERZEN'S EMPLOYEES OR REPRESENTATIVE PERSONNEL, SHALL BE CONSIDERED TO BE A WARRANTY BY AERZEN FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF AERZEN WHATSOEVER AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED BY AERZEN AND EXCLUDED FROM ANY CONTRACT RESULTNG OR ARISING FROM OR OTHERWISE EVIDENCED BY THESE TERMS AND CONDITIONS.

Failure to notify Aerzen in writing within 5 days after Buyer discovered, or ought to have discovered, any defective or non-conforming Goods or Services or any unsatisfactory operation or installation shall terminate the warranties set forth above. The above warranties do not apply to Goods which are (a) repaired, modified, or altered by any party other than Aerzen or Aerzen's Authorized Service Center; (b) subjected to unusual physical, thermal, or electrical stresses, corrosion or erosion, improper installation, improper grounding, improper maintenance, lack of lubrication, misuse, abuse, accident or negligence in use, use contrary to any instructions issued by Aerzen, improper testing, installation, storage, transportation, repair, maintenance, or handling; (c) considered a consumable item or an item requiring repair or replacement due to normal wear and tear; or (d) subject to non-standard repairs, including but not limited to rotor shaft work or metalizing. AERZEN SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE UNDER THIS CONTRACT WHETHER SUCH LIABILITY IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND IN NO CASE SHALL AERZEN'S LIABILITY EXCEED THE PRICE OF THE NONCONFORMING GOODS OR SERVICES.

2.9 Nonconforming Goods: Any rejection of nonconforming Goods must be made by Buyer within 5 business days after delivery and Buyer must give written notice, including a description of the alleged nonconformity, to Aerzen within that period. Upon receipt of such notification, Aerzen will arrange for the return of the Goods, at Aerzen's expense. If the nonconformity is confirmed, Aerzen will ship conforming Goods to Buyer at Aerzen's expense. If the Goods are found to be conforming, they will be returned to Buyer at Buyer's expense, and Buyer will reimburse Aerzen, on demand, for the initial return shipping costs and any other costs associated with the inspection of the Goods.

2.10 Returns and Repairs: For returns and repairs, Buyer must contact Aerzen's customer support for shipping instructions and obtain a Return Material Authorization ("RMA"). Buyer must ship Goods to be returned or repaired in original packaging or equivalent, with the RMA clearly marked on the outside of the package, freight prepaid. Aerzen is not responsible for any damage occurring in transit or obligated to accept products returned without an RMA. Buyer bears all risk of loss or damage to the returned product until delivery at Aerzen's designated facility. Unauthorized returns or returns of non-eligible items may be reshipped by Aerzen freight collect to Buyer . The RMA supersedes any implied return authorization whether oral or in writing that does not include an RMA.

2.11 Returns for Credit: No returns for credit will be accepted unless Aerzen's written permission has been obtained in each case in advance. All authorized returns are subject to a restocking fee of no less than 15%, at Aerzen's sole discretion. This fee will be deducted from the credit issued to Buyer. The following items are not eligible for return under any circumstances: (i) Electrical parts including but not limited to motors, Human-Machine Interfaces (HMIs), modules, transducers; (ii) Bare shaft rotating assemblies; (iii) Belts; (iv) Oil; (v) Filters, including but not limited to Oil and Air filters.

2.12 Restrictions On Hiring Aerzen Employees: During the term of service and for one year thereafter, Buyer shall not directly or indirectly solicit, hire, or employ any individual employed by Aerzen who has provided on-site services to Buyer. This restriction applies to offers originating from Buyer or any entity affiliated with Buyer. Buyer acknowledges that such actions could harm Aerzen's business interests and agrees to abide by this provision to avoid potential conflicts of interest.

2.13 Insurance: At all times while Aerzen employees or contractors are performing services on-site, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than $1,000,000 per occurrence, with financially sound and reputable insurers. Upon Aerzen's request, Buyer shall provide Aerzen with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in this Section 2.13. The certificate of insurance shall name Aerzen as an additional insured. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Aerzen's insurers and Aerzen.

2.14 Data Use: The Goods may include data monitoring services. The data received by Aerzen may be used by Aerzen and certain third-party distributors and contractors for the sole purposes of increasing overall customer service and determining claims of warrantability. Aerzen will use commercially reasonable efforts to ensure that Buyer's data is kept confidential. Buyer may request discontinuance of data monitoring service at any time, subject to waiver of all and any remaining warranties.

2.15 Import And Export Control Requirements:: Buyer represents and warrants to Aerzen that Buyer is familiar with, and will comply in all respects with United States export laws, regulations, and administrative requirements applicable to Buyer's purchase of the Goods, including, without limitation, the International Traffic in Arms Regulations ("ITAR"); the United States Foreign Corrupt Practices Act ("FCPA"); the Organization for Economic Co-operation and Development ("OECD") Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the Export Administration Regulations ("EAR"); the Foreign Trade Regulations ("FTR"); and the laws, regulations, and orders issued or administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"), and Internal Revenue Service ("IRS") in relation to export control, antiboycott, or trade sanctions matters. Buyer will comply with any reasonable requests made by Aerzen for information that enables Aerzen to comply with third-party payments, including, without limitation, the Foreign Account Tax Compliance Act ("FATCA"). Buyer shall be responsible for obtaining any required United States government authorizations, including, without limitation, export licenses or exemption authorizations applicable to Buyer's purchase of the Goods. Upon request, Buyer shall promptly furnish evidence satisfactory to Aerzen of compliance with any of the laws, regulations, and administrative requirements referenced above. Buyer shall provide Aerzen the Export Control Classification Number ("ECCN"), including any applicable subparagraph number from the EAR, or the United States Munitions List ("USML") Category from the ITAR, applicable to any United States origin product, software, or technology, or the direct product thereof, to be provided by Buyer in support of the purchase of the Goods by Buyer. Buyer shall promptly notify Aerzen in writing of any future changes in the ECCN or USML Category applicable to the same, including any jurisdictional changes between the EAR and ITAR.

CITY OF TOPPENISH

Request for Council Action

Agenda Bill No.: 25-105

Meeting Date:	October 27, 2025
Subject:	AB 25-105: [Proposed] Resolution No. 2025-78, Approving Purchase of Furniture for Police Station Remodel.
Attachments:	1. Resolution No. 2025-78 Mobile Modular Furniture Purchase 2. Mobile Modular Furniture Purchase Proposal
Presented By:	Andrew Hattori, CED Director
Approved for Agenda By:	Dan Ford, City Manager

Discussion:

The City of Toppenish is currently undergoing renovations of a building located at 220 W 1st Avenue to function as the new Police Station. During the initial considerations of costs for the project it was planned and budgeted to purchase the furniture currently being utilized at the temporary facility, rather than buying all new furnishings. The furniture is primarily office items such as desks, chairs, and cubicles that are necessary for operations at a total cost of $28,575.00. The purchase of the equipment would not increase the total project cost as it has been planned since the beginning of the project, staff wishes to present the proposed list for Council's consideration and approval. A comprehensive list of the furniture proposed to be purchases has been included as an attachment.

Fiscal Impact:

The cost of purchasing the furniture has been accounted for in the approved project budget and is $28,575.00

Recommendation:

Approve Resolution No. 2025-78 Approving the Purchase of furniture for the new Police Station.

Alternatives:

RESOLUTION NO. 2025-78

A RESOLUTION OF THE CITY OF TOPPENISH, WASHINGTON, AUTHORIZING THE PURCHASE OF FURNITURE FROM MOBILE MODULAR FOR THE NEW TOPPENISH POLICE STATION LOCATE AT 220 WEST 1ST AVENUE

WHEREAS, the City of Toppenish (hereinafter the "City") is currently undergoing renovation efforts at 220 West 1st Avenue to serve as the new Toppenish Police Station; and,

WHEREAS, furniture and furnishings are necessary for day-to-day operations of Police Department staff; and,

WHEREAS, Police Department staff are currently utilizing rental furniture from Mobile Modular at the Temporary Police Department facilities; and,

WHEREAS, the cost of purchasing the rental furniture is $28,575.00 and has been budgeted for within the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY TOPPENISH, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval: The City Manager, or their designee, is authorized to purchase furniture and furnishings from Mobile Modular for the price of $28,575.00.

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 October 27, 2025.

____
ELPIDIA SAAVEDRA, Mayor

ATTEST:

____
HEIDI RIOJAS, CMC, City Clerk

APPROVED AS TO FORM:

____
DANIEL B. HEID, City Attorney

CORT

LEASE BUYOUT PROPOSAL

Printed Date: 10/14/2025
Expiration Date 12/13/2025
Showroom: SEATTLE-WORKPLACE

Customer # 1636149 Lease # 1355145 Phone 509-375-4858

Type 20

Lessee Mobile Modular Management
1 W 1st Ave Toppenish Police
Dept Toppenish,WA 98948

Ship To:
1 W 1st Ave Toppenish Police
Dept Toppenish,WA 98948

LINE	ITEM#	DESCRIPTION	QTY
1	1604140	18 CU ST. TOP FREEZER REFRIGERATOR	1
2	6034000	JR EXEC LEFT PED DESK	6
3	6034001	JR EXEC RIGHT PED DESK	6
4	6041014	RIGHT PED RETURN	6
5	6041015	LEFT PED RETURN	6
6	6064014	2 DR LATERAL FIL	3
7	6404266	METAL AND WOOD SHELVING	10
8	6604507	FOLDING TBL 30X72 GRAY GRANIT PLASTIC	2
9	6665902	6' RECT CONF TABLE TOP	2
10	6665904	CONF BASE FOR 6' OR8'	2
11	7034621	WORK CHAIR MESH WITH ARMS	1
12	7034621	WORK CHAIR MESH WITH ARMS	1
13	7034621	WORK CHAIR MESH WITH ARMS	1
14	7034621	WORK CHAIR MESH WITH ARMS	1
15	7034621	WORK CHAIR MESH WITH ARMS	1
16	7034621	WORK CHAIR MESH WITH ARMS	7
17	7034621	WORK CHAIR MESH WITH ARMS	2
18	7034621	WORK CHAIR MESH WITH ARMS	8
19	7034621	WORK CHAIR MESH WITH ARMS	1
20	7034621	WORK CHAIR MESH WITH ARMS	2
21	7034621	WORK CHAIR MESH WITH ARMS	3
22	7055348	GUEST CHAIR W/CASTERS BLK	1
23	7055348	GUEST CHAIR W/CASTERS BLK	2
24	7055348	GUEST CHAIR W/CASTERS BLK	2
25	7055348	GUEST CHAIR W/CASTERS BLK	1
26	7055348	GUEST CHAIR W/CASTERS BLK	4
27	7055348	GUEST CHAIR W/CASTERS BLK	1
28	7055348	GUEST CHAIR W/CASTERS BLK	1
29	7055348	GUEST CHAIR W/CASTERS BLK	9
30	7055348	GUEST CHAIR W/CASTERS BLK	1
31	7055348	GUEST CHAIR W/CASTERS BLK	1
32	7155060	MOBILE WHITE BOARD	1
33	7155060	MOBILE WHITE BOARD	1
34	7604336	STACK CHAIR DUET BLK	1
35	7604336	STACK CHAIR DUET BLK	1
36	7604336	STACK CHAIR DUET BLK	2
37	7604336	STACK CHAIR DUET BLK	1
38	7604336	STACK CHAIR DUET BLK	1
39	7604336	STACK CHAIR DUET BLK	1
40	7604336	STACK CHAIR DUET BLK	1
41	9412001	PANEL ENERGY 14HX24W A02	3
42	9412002	PANEL CABLE 47GX48W A02	1
43	9412002	PANEL CABLE 47GX48W A02	4
44	9412002	PANEL CABLE 47GX48W A02	3
45	9412003	PANEL ENERGY 47HX48 A02	2
46	9412003	PANEL ENERGY 47HX48 A02	1
47	9412008	WORK SURFACE 24W A02	2
48	9412008	WORK SURFACE 24W A02	1
49	9412008	WORK SURFACE 24W A02	1
50	9412011	CORNER WORK SURFACE 48W A02	1
51	9412011	CORNER WORK SURFACE 48W A02	1
52	9412011	CORNER WORK SURFACE 48W A02	1
53	9412011	CORNER WORK SURFACE 48W A02	2
54	9412011	CORNER WORK SURFACE 48W A02	1
55	9412023	RECEPTACLE DUPLEX A A02	1
56	9412023	RECEPTACLE DUPLEX A A02	2
57	9412024	RECEPTACLE DUPLEX B A02	1
58	9412024	RECEPTACLE DUPLEX B A02	1
59	9412024	RECEPTACLE DUPLEX B A02	1
60	9412025	RECEPTACLE DUPLEX C A02	1
61	9412025	RECEPTACLE DUPLEX C A02	1

62	9412025	RECEPTACLE DUPLEX C A02	1
63	9412026	RECEPTACLE DUPLEX D A02	1
64	9412026	RECEPTACLE DUPLEX D A02	1
65	9412026	RECEPTACLE DUPLEX D A02	1
66	9412043	POWER POLE 47H A02 10.5FT	1
67	9422236	MOBILE PEDASTOLL W PUL METALLIC SILVER 20D	1
68	9422236	MOBILE PEDASTOLL W PUL METALLIC SILVER 20D	1
69	9422236	MOBILE PEDASTOLL W PUL METALLIC SILVER 20D	1
70	9812009	MOBILE PED W/ CUSHION LOCKING	1
71	9812009	MOBILE PED W/ CUSHION LOCKING	1
72	9812009	MOBILE PED W/ CUSHION LOCKING	1
73	9816600	WORK SURFACE 24W A01	1
74	9816600	WORK SURFACE 24W A01	1
75	9914182	PANEL END CAP 47H A02	2
76	9914182	PANEL END CAP 47H A02	2
77	9914182	PANEL END CAP 47H A02	2
78	9914182	PANEL END CAP 47H A02	1
79	9914182	PANEL END CAP 47H A02	1
80	9914186	CONNECTOR 3 WAY 47G 90 DEG A02	1
81	9914193	CONNECTOR 4 WAY 47H 90 DEG A02	2
82	9914193	CONNECTOR 4 WAY 47H 90 DEG A02	1
83	9914293	SUPPORT PANEL WK SURF END LAM MED TON 24D	1
84	9914293	SUPPORT PANEL WK SURF END LAM MED TON 24D	5
85	9916617	CONNECTOR STRAIGHT LINE 42H A02	3

Note: Rental charges will continue to accrue until conversions amount is paid in full