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As provided by RCW 42.30.080, a special meeting of the Toppenish City Council has been called for Monday, September 29, 2025, at 6:00 p.m. at Toppenish City Hall in the Council Chambers located at 21 West First Avenue in Toppenish.

The purposes of the meeting are the following:

1. Special Session Call to Order

Pledge of Allegiance, Roll Call, and Welcome

2. Approve Agenda

3. Public Comment

The City Council welcomes public attendance at Council meetings. This meeting is for the conduct of regular City business. RCW 42.17A.555 prohibits government agencies from allowing the use of public facilities, directly or indirectly, for campaign purposes. At this time, citizen comments and inquiries about agenda business or general City matters are encouraged. If you wish to address the City Council, please stand or raise a hand so you can be called upon. After you are recognized, please come forward to the lectern and state your name for the public record. Your remarks must be limited to three minutes or less. Please use the microphone.

4. Consent Agenda

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

- a. Approve Minutes of the September 08, 2025, Regular Meeting
- b. Approve Claims Checks and Bank Drafts as listed in the attached register in the total amount of \$1,383,751.77 dated September 22, 2025 and void checks listed in the attached register.
- c. Approve Payroll checks and bank drafts as listed in the attached register in the total amount of \$308,889.80 dated September 22, 2025.
- d. Approve Claims Checks and Bank Drafts as listed in the attached register in the total amount of \$72,955.44 dated September 29, 2025.

5. New Business

- a. AB 25-79: [Proposed] Resolution No. 2025-64 Approving an Interlocal Cooperation Agreement with Northwest Open Access Network (NOANET)
- b. AB 25-80: [Proposed] Resolution No. 2025-65 Approving a Collective Bargaining Agreement for 2026–2028 with the City of Toppenish and the Fraternal Order of the Police (FOP)

- c. AB 25-81: [Proposed] Resolution No. 2025-66 Approving a services agreement with Yakima Waste for Commercial Refuse Collection
- d. AB 25-82: [Proposed] Resolution No. 2025-67 Approving HLA Task Order No. 2025-04 for WWTP Design Engineering Services.
- e. AB 25-83: [Proposed] Resolution No. 2025-68 Approving the SIED Contract Agreement for the Rentschler Lane Improvement Project.
- f. AB 25-84: [Proposed] Resolution No. 2025-69 Approving a Contract Award to Selland Construction, Inc. for Emergency WWTP Repairs
- g. AB 25-85: [Proposed] Ordinance No. 2025-11, Amending TMC Chapter 2.05.010 and 2.05.020 Clarifying Cancellation of the Council Meeting for Lack of Quorum and Scheduling a Special Meeting
- h. AB 25-86: Discussion on Jackson and Juniper Paving

6. Council Meeting Reports and Community Announcements

7. Executive Session

8. Adjournment

Next Council Meeting Will Be Held on October 06, 2025

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

**TOPPENISH CITY COUNCIL
Regular Meeting Minutes
September 8, 2025**

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

ROLL CALL

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

Staff: City Manager Dan Ford, City Attorney Daniel B. Heid, Budget and Finance Director Adam Vaughn (FD Vaughn), Public Safety Director Joseph Mehline (PSD Mehline), Community and Economic Development Director Andrew Hattori (CED Hattori), Public Works Supervisor Daniel Musgrave (PWS Musgrave), IT Services Manager Van Donley, Assistant to the Public Safety Director Linda Finley (APS Finley), and Communications Manager Sean Davido.

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

APPROVE AGENDA

Council Member Garza moved, seconded by Councilmember Garcia to approve the September 08, 2025, Agenda. Motion carried unanimously.

PRESENTATION

FD Vaughn presented a PowerPoint regarding Consent Agenda Information.

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 d:

- a. Approve Minutes of the August 25, 2025, Regular Meeting
- b. Approve Minutes of the September 2, 2025, Study Session
- c. Approve Claims Checks and Bank Drafts as listed in the attached register in the total amount of \$151,591.32 dated September 8, 2025, and void checks

listed in the attached register.
d. Approve Payroll checks and bank drafts as listed in the attached register in the total amount of \$198,470.44 dated September 5, 2025.
Motion carried unanimously.

NEW BUSINESS

Resolution No. 2025-59: A Resolution of the City of Toppenish, Washington, Approving and Accepting the Construction Bid/Quote from Interwest Construction, Inc., LLC for Rentschler Lane Right of Way Improvements in Toppenish, WA.

Councilmember Prieto Duval moved, seconded by Councilmember Sanchez to approve Resolution No. 2025-59. Motion carried unanimously.

Resolution No. 2025-60: A Resolution of the City of Toppenish, Washington, Approving the Task Order 2025-06 with HLA Engineering and Land Surveying, Inc. for Project Management and Construction Engineering Services.

Mayor Pro Tem Belton moved, seconded by Councilmember Garcia to approve Resolution No. 2025-60. Motion carried unanimously.

Resolution No. 2025-61: A Resolution Adopting an Electronic Funds Transfer Policy for the City of Toppenish, Washington.

Councilmember Prieto Duval moved, seconded by Councilmember Sanchez to approve Resolution No. 2025-61. Motion carried unanimously.

Resolution No. 2025-62: A Resolution of the City of Toppenish, Washington, to Execute Task Order 2025-05 Solids Handling Treatment Upgrade with HLA Engineering and Land Surveying, Inc. for Design Engineering and Construction Administration Services.

Mayor Pro Tem Belton moved, seconded by Councilmember Garcia to approve Resolution No. 2025-62. Motion carried unanimously.

Resolution No. 2025-63: A Resolution of the City of Toppenish, Washington, to Enter into an Agreement with Paramount Communications for Fiber Optic Installation, as Amended

Mayor Pro Tem Belton moved, seconded by Councilmember Garza to approve Resolution No. 2025-63. Motion carried unanimously.

EXECUTIVE SESSION

At 7:35 p.m., Mayor Saavedra called for the room to clear for Council to go into

Executive Session to discuss pending or potential litigation pursuant to RCW 42.30.110(1)(i). Executive Session started at 7:36 p.m. The approximate time for Executive Session is 10 minutes, with no action anticipated.

At 7:46 p.m., Mayor Saavedra extended the Executive Session for another 3 minutes.

At 7:49 p.m., Mayor Saavedra reconvened the meeting back to order.

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 7:54 p.m.

ELPIDIA SAAVEDRA, MAYOR

LINDA FINLEY, CITY CLERK PRO TEM



City of Toppenish, WA

Check Report

By Check Number

Date Range: 06/06/2025 - 09/29/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP - Payroll vendors-AP - Payroll vendors						
10119	Anaconda Networks, Inc.	07/14/2025	Regular	0	-3307.92	37341
12931	Workhub Software Inc.	07/28/2025	Regular	0	-45.00	37492
12312	San Diego Police Equipt Co. Inc.	08/11/2025	Regular	0	-918.17	37548
11135	Ideal Lumber & Hardware, Inc.	09/08/2025	Regular	0	-583.39	37717
12727	Vanderhoof, Jordan	09/08/2025	Regular	0	-49.05	37742
01-006399-001	LEOS LOPEZ, CLARISSA	9/22/2025	Regular	0	154.03	37753
01-006456-001	REYES VILLAFAN, JOSE L & ARACELI	9/22/2025	Regular	0	2.43	37754
01-010215-004	DIAZ, ERIBERTO G	9/22/2025	Regular	0	9.83	37755
02-010755-000	Ascent Excavation	9/22/2025	Regular	0	29.63	37756
10119	Anaconda Networks, Inc.	07/14/2025	Regular	0	3307.92	37757
12931	Workhub Software Inc.	07/28/2025	Regular	0	45.00	37758
12312	San Diego Police Equipt Co. Inc.	08/11/2025	Regular	0	918.17	37759
11135	Ideal Lumber & Hardware, Inc.	09/08/2025	Regular	0	486.34	37760
12727	Vanderhoof, Jordan	09/08/2025	Regular	0	49.05	37761
13099	Abadan Tri Cities	09/22/2025	Regular	0	267.84	37762
10047	ADT Security Services, Inc.	09/22/2025	Regular	0	47.51	37763
10081	Allen, James	09/22/2025	Regular	0	125.00	37764
10080	All-Phase Electric, Inc.	09/22/2025	Regular	0	2625.14	37765
10099	Amazon Capital Services	09/22/2025	Regular	0	1025.45	37766
10120	Anatek Labs, Inc.	09/22/2025	Regular	0	400.00	37767
320225666	CenturyLink	09/22/2025	Regular	0	22.42	37768
314273475	CenturyLink	09/22/2025	Regular	0	820.46	37769
13104	CenturyLink - Lumen	09/22/2025	Regular	0	1607.64	37770
10456	Cintas Corporation #605	09/22/2025	Regular	0	174.23	37771
10467	City of Sunnyside - Finance Dept.	09/22/2025	Regular	0	7.75	37772
10468	City of Toppenish	09/22/2025	Regular	0	1400.00	37773
13100	CKJT Architects, pllc	09/22/2025	Regular	0	52872.00	37774
10506	Columbia Cleaners	09/22/2025	Regular	0	60.87	37775
10526	Connetix Engineering, Inc.	09/22/2025	Regular	0	5943.90	37776
10747	Elwood Staffing Services, Inc.	09/22/2025	Regular	0	2545.17	37777
10817	Federal Express Corporation	09/22/2025	Regular	0	60.76	37778
10869	Fry, Dana	09/22/2025	Regular	0	7.30	37779
11087	HLA Engineering and Land Surveying, Inc.	09/22/2025	Regular	0	85675.09	37780
11108	Howard's Tire Factory Inc	09/22/2025	Regular	0	1778.22	37781
11157	Intermountain Cleaning Service, Inc.	09/22/2025	Regular	0	5316.37	37782
13148	Jessie Webb	09/22/2025	Regular	0	40.00	37783
11336	Lab Test	09/22/2025	Regular	0	45.00	37784
11461	Mansfield Alarm Co. Inc.	09/22/2025	Regular	0	185.32	37785
11501	Masters Telecom LLC	09/22/2025	Regular	0	16.65	37786
11554	Mid-American Research Chemical	09/22/2025	Regular	0	945.77	37787
11574	Mobile Modular	09/22/2025	Regular	0	14870.70	37788
11619	Municipal Emergency Services Inc.	09/22/2025	Regular	0	2150.58	37789
11672	Northwest Code Professionals	09/22/2025	Regular	0	4196.68	37790
11699	O'Reilly Auto Parts	09/22/2025	Regular	0	14.57	37791
11885	Public Safety Psychological Services	09/22/2025	Regular	0	2080.00	37792
11934	Rathbun Iron Works, Inc.	09/22/2025	Regular	0	286.88	37793
12376	SHC Medical Center Toppenish	09/22/2025	Regular	0	499.10	37794
12517	Systems for Public Safety, Inc.	09/22/2025	Regular	0	348.20	37795
12550	The Healthy Worker	09/22/2025	Regular	0	407.00	37796
12553	The Janitor's Closet	09/22/2025	Regular	0	37.02	37797
13128	Tia Hickman	09/22/2025	Regular	0	240.00	37798
12585	TK Elevator Corporation	09/22/2025	Regular	0	6786.83	37799
13141	Tri-Ply Construction, LLC	09/22/2025	Regular	0	213112.28	37800
12664	Tyler Technologies Inc.	09/22/2025	Regular	0	942.50	37801
12668	U.S. Bank Corporate Payment Systems	09/22/2025	Regular	0	9894.78	37802
12748	Verizon Wireless	09/22/2025	Regular	0	3184.26	37803
12751	VESTIS	09/22/2025	Regular	0	52.30	37804
12782	WA Department of Health	09/22/2025	Regular	0	540783.17	37805

12816	Washington Audiology Services Inc.	09/22/2025	Regular	0	1531.39	37806
12867	Weinmann, Gene E.	09/22/2025	Regular	0	2028.46	37807
12974	Yakima County Department of Corrections	09/22/2025	Regular	0	11828.01	37808
12983	Yakima County GIS	09/22/2025	Regular	0	95.00	37809
12997	Yakima Herald Republic	09/22/2025	Regular	0	724.20	37810
11839	Pitney Bowes Inc.	06/06/2025	Bank Draft	0	1000.00	DFT0000191
10231	BCR Environmental Corporation	09/23/2025	Bank Draft	0	390960.00	DFT0000192
12889	Wex Bank (EFT)	09/26/2025	Bank Draft	0	11137.89	DFT0000194

Bank Code AP Claims Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	57	57	0.00	985112.17
Manual Checks	0	0	0.00	0
Voided Checks	5	5	0.00	-4903.53
Bank Drafts	3	3	0.00	403097.89
EFT's	0	0	0.00	0
	65	65	0.00	1383306.53

Check Report

Date Range: 06/06/2025 - 09/29/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General -General						
11069	Heritage Bank	09/15/2025	Bank Draft	0	445.24	DFT0000193

Bank Code General Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	445.24
EFT's	0	0	0.00	0.00
	1	1	0.00	445.24

All Bank Codes Check Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	57	57	0.00	985112.17
Manual Checks	0	0	0.00	0
Voided Checks	5	5	0.00	-4903.53
Bank Drafts	3	3	0.00	403543.13
EFT's	0	0	0.00	0
	896	590	0.00	1,383,751.77

Accounts Payable Checks 37757-37810, DFT191-DFT194, Utility Billing Refund Checks 37753-37756, Voided Checks NR37757-37759, NR37760-37762, NR37763-37765, NR37766-37768, NR37769-37771, NR37772-37774, NR37775-37777, NR37778-37780, NR37781-37783, NR37784-37786, NR37787-37789, NR37790-37792, NR37793-37795, NR37796-37798, NR37799-37801, NR37802-37804, NR37805-37807, NR37808-37810, NR37811-37813, NR37814-37816, NR37817-37819, NR37820-37822, NR37823-37825, NR37826-37828, NR37829-37831, NR37832-37834, NR37835-37837, NR37838-37840, NR37841-37843, NR37844-37846, NR37847-37849, NR37850-37852, NR37853-37855, NR37856-37858, NR37859-37861, NR37862-37864, NR37865-37867, NR37868-37870, NR37871-37873, NR37874-37876, NR37877-37879, NR37880-37882, NR37883-37885, NR37886-37888, NR37889-37891, NR37892-37894, NR37895-37897, NR37898-37899, NR37900-37901, NR37902-37903, NR37904-37905, NR37906-37907, NR37908-37909, NR37910-37911, NR37912-37913, NR37914-37915, NR37916-37917, NR37918-37919, NR37920-37921, 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Payroll Check Register
Payroll for Period: 9/1-9/15, 2025

Description	Payment Type	Payment Number	Amount
ACH Payroll 9/1-9/15, 2025	Bank Draft	ACH Payroll	\$130,853.55
Benefits Only	Regular	37811-37815	\$0.00
City of Toppenish - Longevity	Regular	37816	\$395.00
IAFF-MERP Trust Office	Regular	37817	\$450.00
Teamsters Local 760	Regular	37818	\$1,132.00
Toppenish Police Officer Association	Regular	37819	\$735.00
Treasurer IAFF #2328	Regular	37820	\$407.50
United Way Of Yakima Co.	Regular	37821	\$3.00
Vimly Benefit Solutions, Inc.	Regular	37822	\$98,567.98
Washington Teamsters Welfare Trust	Regular	37823	\$2,476.80
Aflac (EFT)	Bank Draft	DFT0000198	\$39.69
Aflac (EFT)	Bank Draft	DFT0000199	\$152.08
Washington St Support Registry (EFT)	Bank Draft	DFT0000200	\$596.95
MissionSquare (EFT)	Bank Draft	DFT0000201	\$4,911.44
Nationwide Retirement Solutions (EFT)	Bank Draft	DFT0000202	\$1,745.49
Dept of Retirement Systems (EFT)	Bank Draft	DFT0000203	\$21,024.39
Internal Revenue Service (EFT)	Bank Draft	DFT0000204	\$43,756.41
WCIF - PD Dental & Vision (EFT)	Bank Draft	DFT0000205	\$1,642.52
Grand Total			\$308,889.80
Payroll Checks			

Payroll Checks 37811-37823 and Electronic Transfers DFT0000198-DFT0000205.

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

September 18, 2025

Date



City of Toppenish, WA

Check Report

By Check Number

Date Range: 09/21/2025 - 10/08/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Claims-AP Claims						
11221	Jesus Padilla Villafan	09/23/2025	Regular	0	99	37824
12727	Vanderhoof, Jordan	09/21/2025	Regular	0	375	37825
12728	Vanderhoof, Zachary	09/28/2025	Regular	0	933	37826
10390	Cascade Natural Gas Corp.	09/29/2025	Regular	0	370.8	37827
10445	Charter Communications	09/29/2025	Regular	0	252.25	37828
10467	City of Sunnyside - Finance Dept.	09/29/2025	Regular	0	22501.88	37829
10663	DeVries Business Records Management, Inc.	09/29/2025	Regular	0	128	37830
10955	GMP Consultants LLC	09/29/2025	Regular	0	1250	37831
11238	Johnson Controls Security Solutions LLC	09/29/2025	Regular	0	778.79	37832
11368	LEAF Capital Funding LLC	09/29/2025	Regular	0	2132.67	37833
12500	Sunnyside Sun Media LLC	09/29/2025	Regular	0	472.5	37834
12664	Tyler Technologies Inc.	09/29/2025	Regular	0	3005.28	37835
12751	VESTIS	09/29/2025	Regular	0	36.09	37836
123	Washington State Department of Revenue	09/29/2025	Regular	0	24774.56	37837
12841	Washington State Treasurer	09/29/2025	Regular	0	3924.36	37838
Vendor 541	Yakima County Treasurer	09/29/2025	Regular	0	69.26	37839

Bank Code AP Claims Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	33	16	0.00	61,103.44
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	33	16	0.00	61,103.44

9/26/2025 10:19:46 AM

Page 1 of 3

Check Report

Date Range: 09/21/2025 - 10/08/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General -General						
12699	USDA RD DCFO Loan Payment (EFT)	10/08/2025	Bank Draft	0	11852	DFT0000206

Bank Code General Summary

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

9/26/2025 10:19:46 AM

Page 2 of 3

Check Report

Date Range: 09/21/2025 - 10/08/2025

All Bank Codes Check Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	33	16	0.00	61,103.44
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00

Bank Drafts	1	1	0.00	11,852.00
EFT's	0	0	0.00	0.00
	34	17	0.00	72,955.44

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Fund	9/2025	61103.44
999	Pooled Cash Fund	10/2025	11852
			72955.44

Accounts Payable Checks 37824-37839, and Bank Draft DFT206

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 fulfillment 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.



Adam Vaughn, Finance Director

September 26, 2025

Meeting Date: September 29, 2025

Subject: AB 25-79: [Proposed] Resolution No. 2025-64 Approving an Interlocal Cooperation Agreement with Northwest Open Access Network (NOANET)

Attachments: 1. Resolution No. 2025-64 Interlocal Agreement with NOANET
2. Exhibit A Interlocal Cooperation Agreement

Presented By: Adam Vaughn, Finance Director

Approved for Dan Ford, City Manager

Agenda By:

Discussion:

In conjunction with the public safety building construction and last council meeting's Paramount Fiber item, this item is a needed project to bring the internet to the new public safety building. With the completion of this project and the Paramount Fiber project, the public safety building will have the network connections required for the police department to complete their work. The terms of this agreement include an upfront construction cost of \$14,000 and a 60-month monthly fee of \$850 for 1 gigabyte per second of internet speed. This speed is required for operating the Police's Spillman software and the Tyler financial software.

Fiscal Impact:

\$14,000 one-time fee paid out of the General Fund Capital Reserve account.
\$850 a month paid out of the Police's (General Fund) operating budget.

Recommendation:

Approve Resolution No. 2025-64 Approving an Interlocal Agreement with NOANET

Alternatives:

RESOLUTION NO. 2025-64

A RESOLUTION OF THE CITY OF TOPPENISH, WASHINGTON, TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT WITH NORTHWEST OPEN ACCESS NETWORK (NOANET) FOR NETWORK SERVICES

WHEREAS, the CITY is responsible for various local governmental-related functions, including, among others, Information Technology, Telecommunications, public services, and public administration, and cooperation with other agencies regarding the same; and

WHEREAS, NOANET is a Washington nonprofit mutual corporation whose members are nine (9) public utility districts and one (1) joint operating agency, all of which are municipal corporations of the State of Washington. NOANET was formed pursuant to an Interlocal Cooperation Agreement entered into under the Interlocal Cooperation Act, RCW 39.34, for the purpose of assisting in bringing high-speed communications to underserved areas of the State of Washington; and

WHEREAS, the Washington Interlocal Cooperation Act permits public entities to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers, thereby providing services and facilities in a manner that accords best with geographic, economic, population, and other factors influencing the needs and development of local communities. Under the Act, public agencies may enter into agreements with one another for joint or cooperative action; and

WHEREAS, the CITY wishes to establish network services to various other governmental agencies. The CITY wishes to obtain services from NOANET for CITY operations, including, but not limited to, providing network transport, network monitoring, and related activities; and

WHEREAS, NOANET wishes to utilize the CITY'S facilities and services to provide the CITY with the services it wishes to obtain from NOANET and for other purposes permitted by law. NOANET is willing to provide the desired services and to operate and maintain certain of the CITY Facilities in consideration for and in cooperation with services and access to CITY infrastructure as set forth in Exhibits to the Agreement; and

WHEREAS, the CITY is willing to provide NOANET with access to and use of the CITY'S Facilities and services for the compensation set forth in Exhibits to the Agreement.

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

Section 1. Agreement: The agreement between the City of Toppenish and NOANET in substantial conformity with the copy attached hereto, marked as Exhibit "A" is approved by the City Council and the City Manager is authorized to execute the same on behalf of the City. The City Council further authorizes the City Manager to execute

appropriate documents and agreements in furtherance here of, and the City Council ratifies actions taken by staff in support of this agreement.

Section 2. Corrections: The City Clerk, City Attorney, and/or City Manager shall be empowered to correct any language here and above determined to be a scrivener's error or language incorrectly included in the above (or attached document).

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

PASSED by the Toppenish City Council at a special meeting held on September 29, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

LINDA FINLEY, City Clerk Pro Tem

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (the "AGREEMENT") is made and entered into effective the _____ day of _____ 2025, by and between the City of Toppenish (the "CITY"), a municipal corporation of the State of Washington, and the Northwest Open Access Network ("NOANET"), a mutual corporation of the State of Washington. The CITY and NOANET are sometimes referred to in this Agreement as the "PARTIES".

RECITALS

WHEREAS, the CITY is responsible for various local governmental-related functions, including, among others, Information Technology, Telecommunications, public services and public administration and cooperation with other agencies regarding the same; and

WHEREAS, NOANET is a Washington nonprofit mutual corporation whose members are nine (9) public utility districts and one (1) joint operating agency, all of which are municipal corporations of the State of Washington. NOANET was formed pursuant to an Interlocal Cooperation Agreement entered into under the Interlocal Cooperation Act, RCW 39.34, for the purpose of assisting in bringing high-speed communications to underserved areas of the State of Washington; and

WHEREAS, the Washington Interlocal Cooperation Act permits public entities to cooperate with one another on the basis of mutual advantage to make the most efficient use of their powers, thereby providing services and facilities in a manner that accords best with geographic, economic, population, and other factors influencing the needs and development of local communities. Under the Act, public agencies may enter into agreements with one another for joint or cooperative action; and

WHEREAS, the CITY wishes to establish network services to various other governmental agencies. The CITY wishes to obtain services from NOANET for CITY operations, including, but not limited to, providing network transport, network monitoring, and related activities; and

WHEREAS, NOANET wishes to utilize the CITY's facilities and services to provide the CITY with the services it wishes to obtain from NOANET and for other purposes permitted by law. NOANET is willing to provide the desired services and to operate and maintain certain of the CITY Facilities in consideration for and in cooperation with services and access to CITY infrastructure as set forth in Exhibits to this Agreement; and

WHEREAS, the CITY is willing to provide NOANET with access to and use of the CITY's Facilities and services for the compensation set forth in Exhibits to this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the PARTIES hereby agree as follows:

AGREEMENT

NOANET and the CITY, in consideration of the mutual benefits hereunder, agree as

follows:

1. PURPOSE AND SCOPE

The purpose and scope of this Agreement is to specify the terms and conditions under which the CITY and NOANET will undertake this project. The locations, equipment, and other details of the project are further described in Exhibits to this Agreement.

1.1 THE CITY'S OBLIGATIONS

The CITY hereby agrees to provide NOANET access to and use of CITY Facilities specified in Exhibits for any lawful purpose and for the compensation set forth in the Exhibits. Such access and use may, at NOANET's sole discretion, include installation and operation of NOANET telecommunications facilities in the CITY Facilities.

1.2 NOANET'S OBLIGATIONS

NOANET agrees to operate and maintain the Facilities and services as set forth in the Exhibits for the compensation set forth in the Exhibits to this Agreement. NOANET agrees to maintain necessary permits and authorities as required after initial permits and authorities expire.

1.3 PROPERTY OWNERSHIP AND DISPOSITION

The Parties shall retain their respective ownership of all of their properties. This Agreement does not contemplate joint ownership of property and, therefore, does not contain provisions regarding disposition of property owned by either Party.

2. TERM

2.1 INITIAL TERM. The initial term of the Agreement shall be for a period of six (6) years from and after the Effective Date.

2.2 TERMINATION DUE TO CHANGE IN FUNDING. If the funds upon which either Party relied to establish this Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, either Party may terminate this Contract by providing at least thirty (30) calendar days written notice to the other Party. The termination shall be effective on the date specified in the notice of termination.

2.3 TERMINATION NOT TIED TO CHANGES IN FUNDING. Either Party may terminate this Agreement for reasons not tied to funding by providing written notice at least thirty (30) calendar days prior to the intended termination date sent by First Class mail to the addresses listed in the parties section.

2.4 TERMINATION FOR FAILURE TO COMPLY. If either Party fails to comply with the terms and conditions of this Agreement, the other Party may pursue such remedies as are legally available, including, but not limited to, the immediate termination of this Agreement.

2.5, SURVIVAL OF EXHIBITS. Exhibits will survive termination of the Agreement to the extent not inconsistent with the termination.

3. INSPECTION

Prior to use, each Party, at its sole cost and expense, shall diligently perform and complete such inspection and/or testing of the City Facilities as it deems necessary or desirable. Each Party will provide written notification to the other that it has completed its inspection of the CITY Facilities and determined such facilities to be acceptable.

4. AUTHORIZATION AND LIMITATIONS ON USE

4.1 Noninterference/Hazardous Materials. Except as expressly authorized by applicable laws or this Agreement, each Party covenants and agrees:

4.1.1 It shall not interfere in any manner with the other Party's operations, communications equipment, or other facilities, including easements and rights-of-way.

4.1.2 It shall not do or permit anything to be done in, on or about the CITY Facilities, the other's property or premises, if any, nor bring or keep or permit to be brought or kept therein, any hazardous materials.

4.1.3 It shall not do or permit anything to be done within the CITY Facilities' public right-of-way, if any, or permit that which will in any way obstruct or interfere with the rights of any person or entity located within the public right-of-way, or injure them, or use or allow the public right-of-way to be used for any unlawful purpose.

4.1.4 It shall not commit, cause, maintain or permit nor suffer, or allow to be committed, caused, maintained or permitted, any legal waste within the public right-of-way, nor any public or private nuisance, nor any other act or thing which may disturb the quiet enjoyment of any other person or entity lawfully using the public right-of-way or the fiber optic facilities.

4.2 Compliance with Laws. Each Party shall comply with all applicable laws and regulations in the exercise and performance of its rights and obligations under this Agreement.

5. FIBER OPTIC EQUIPMENT AND FACILITIES

5.1 Unauthorized Access/Breach. Except as provided in this Agreement, each Party is prohibited from accessing, directly or indirectly, the other Party's equipment or facilities, or any part thereof. Any unauthorized access by either Party of the other Party's equipment or facilities, or any part thereof, shall constitute a material breach of this Agreement and a default by the unauthorized Party under Section 13.1 of this Agreement.

5.24 Installation. Both Parties shall mutually agree to a work schedule during which the interconnections for the fiber optic equipment or facilities can be made. Each Party shall timely complete all such work within the agreed upon schedule.

5.5 Cooperation and Coordination. Each Party shall cooperate with the other concerning the timing, method or placement of its construction, installation and testing

activities.

6. ALTERATIONS, MAINTENANCE AND REPAIRS

6.1 Scheduling/Notice. Except as set forth in Section 7.2, the Party to perform work hereunder shall schedule and perform or cause to be performed scheduled alterations, maintenance and repairs on its own fiber optic equipment or facilities, or any part thereof, at the times and in the manner as may be established by the respective owner. The Party scheduling work shall provide two weeks prior written notice to other Party identifying the time, location, and nature of each scheduled alteration or maintenance and repair job for performance thereof which reasonably presents a substantial risk of damage to the other Party's property or creates a substantial likelihood of an interruption of fiber optic equipment or facilities. If fiber optic equipment or facilities include redundant fiber pathways, work will be scheduled to include no more than one pathway at any given time.

6.1.1 Each Party shall furnish on a continuing basis the current name, title, telephone number, and personal communications device number (including facsimile transmission number, cellular telephone number and paging device number), if any, of any representative who shall be kept informed of maintenance schedules. Currently, the designated points of contact are as follows:

CITY

Name: Dan Ford, PE
Title: Toppenish City Manager
Telephone Number: 509-865-2080
email: dan.ford@cityoftoppenish.us
Cell Number: 509-379-0847
Help Desk:

NOANET

Name: Northwest Open Access Network
600 1st Ave Ste 330
PMB 99352
Seattle, WA 98104-2246

Ph: (253) 292-9936
Fax: (253) 320-2129
email: Accountspayable@NoaNet.Net
NOC Toll Free Number: 866-662-6380

6.2 Maintenance, Repair, and Restoration of the Cable

6.2.1 Maintenance of Fiber Optic Equipment or Facilities.

Subject to the provisions of Sections 7.2 and 14, each Party during the term of this Agreement, shall be responsible for all physical maintenance of its own fiber optic cable and equipment and keep the cable and equipment in good working order and in a safe condition, in conformity with all applicable standards, laws and regulations.

6.2.2 Restoration Priorities and General Requirements.

Each Party's obligation to maintain and repair its own fiber optic cable and equipment, and any activity incidental thereto, shall not unreasonably conflict with, the other Party's rightful use and operation of its facilities and equipment.

Timely restoration is dependent upon the timely coordination and cooperation between both Parties. Each Party will provide the other, in writing, with its emergency contact/call-out list as soon as practicable following the effective date of this Agreement.

Restoration/Repairs of the Cable.

Subject to the provisions of Sections 7.2 and Article 14, the Party or Parties performing work hereunder shall mobilize crews with qualifications required to complete restoration or repairs within one hour after receiving notification from the other Party of a confirmed fiber optic equipment or facilities related interruption in service, failure, disrepair, impairment or other need for repair or restoration. Each Party will use commercially reasonable efforts to achieve such necessary repair or restoration within four hours after receipt of such notice. In the event service is interrupted by a Force Majeure event as described in 7.1, the owner of the fiber optic facilities or equipment will undertake such restoration or repairs as soon as practicable following cessation of the Force Majeure event.

If the restoring Party is unable to begin to provide restoration within four hours after notification of interruption in service, failure, disrepair, impairment, or other need for repair, the restoring Party shall provide the other Party or its approved subcontractor/mutual-aid provider access to the fiber optic facilities, so that necessary repairs to the cable can be made, provided such repairs are made in accordance with all current industry technical and safety standards.

Nonscheduled Repairs/Obligation. Either Party, at its sole cost and expense, shall schedule alterations, maintenance and repairs on its own fiber optic equipment or facilities, or any part thereof, provided, however, if nonscheduled alterations, maintenance and repairs, including the replacement of any part of the fiber optic equipment or facilities, are required to be performed due to the fault of the other Party, the Party at fault shall reimburse the other Party, upon demand, for the costs of such nonscheduled alterations, maintenance and repairs incurred. The obligation for reimbursement shall survive the termination of this Agreement.

6.25 The obligations set forth in Section 7 are expressly subject to the limitation of liability provisions contained in Section 14.

6.2.6 Property Maintenance/Responsibility. Each Party, at its sole cost and expense, shall be responsible for maintaining its own fiber optic facilities and equipment. Except as otherwise expressly provided in this Agreement, the Parties shall have no right to alter, maintain or repair any portion of the other's fiber optic equipment or facilities, or any part thereof.

7. Force Majeure

7.1 As used in this Agreement, the term "Force Majeure" means acts of God (including but not limited to, earthquakes, fires, floods, windstorms, landslides, and ice storms); strikes, lockouts, or other labor disputes; acts of public enemy; acts of vandalism, wars, riots, and insurrection; epidemics; civil disturbances; explosions; train derailments; breakdown or failure of machinery or facilities (excluding the cable and cable accessories); accidents to machinery or equipment (excluding the cable and cable accessories), and delay in delivery of equipment, to the extent such occurrences are beyond the reasonable control of the Parties; and any other event, cause, or condition beyond the Party's reasonable control, which, by the exercise of reasonable diligence, prevents the Party claiming Force Majeure from performing its obligations under this Agreement.

7.2 If either Party is unable to carry out its obligations under this agreement as a result of an event, cause, or condition of Force Majeure, the Party claiming Force Majeure shall give notice and full particulars of such Force Majeure in writing to the other Party within five (5) calendar days of the beginning of the occurrence of the Force Majeure event, cause, or condition. Any obligations that such Party is unable to perform due to an event, cause, or condition of Force Majeure shall be suspended during the continuance of such event of Force Majeure. The Party claiming Force Majeure shall use reasonable efforts to remedy and minimize the effects of such event of Force Majeure with all reasonable dispatch.

7.3 Neither Party shall be liable, or be considered to be in material breach or default, under this Agreement on account of any delay in or failure of performance due to Force Majeure unless specifically stated in this Agreement.

7.4 If Force Majeure prevents restoration within one (1) year from the event of such Force Majeure, then either Party shall have the option to terminate this Agreement.

8. INSURANCE

The CITY certifies that it is a member of and insured via the Washington City's Insurance Authority (WCIA).

During the term of the Agreement, NOANET shall maintain in force, at its expense, insurance as noted below. There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from NOANET or its insurer(s) to the participating agencies.

Workers' Compensation insurance in compliance with RCW 51.12.020, which requires subject employers' to provide workers' compensation coverage for all their subject workers. NOANET shall provide to the CITY proof of its insurance upon request.

8.1 Liability Insurance. Each Party shall, at its own expense, carry and maintain the following liability insurance coverage throughout the term of the Agreement:

8.1.1 General Liability Insurance - \$2,000,000 per occurrence/\$2,000,000 aggregate

Each Party shall identify the other as an additional insured under the general liability insurance required under this Agreement.

If self-insured or a member of a public insurance pool, the parties shall provide each other with evidence of insurance coverage in the form of a certificate or other competent evidence from an insurance provider, insurance pool, or of self-insurance sufficient to satisfy the obligations set forth in this agreement.

It is the sole responsibility of each Party to provide updated insurance information, including any notices of cancellation or reduction in limits of insurance.

8.2 Property Insurance. Each Party shall carry and maintain property insurance in a form that will provide all risk coverage for the fiber optic equipment or facilities upon or within the other's property.

8.3 Insurance Shall Not Limit Liability. Subject to the limitation of liability provisions set forth in Section 14, the insurance coverage and benefits required herein shall not be deemed to limit liability to either Party or any third party. In the event the minimum insurance limits specified in this Agreement are less than the maximum amount of insurance in effect at the time of claim or loss which arises from or is connected to the Agreement, each Party affirmatively agree that all insurance limits available to it will be extended to the other Party as additional insured.

9. INDEMNITY

Indemnity, Hold Harmless and Duty to Defend. Subject to the limitation of liability provisions set forth in Section 14, each Party shall, at its sole expense, indemnify, defend, save, and hold harmless the other Party, its officers, agents, members, and employees from all actual or potential claims or losses, including costs and attorneys' fees at trial and on appeal, and damages or claims for damages to property or persons, suffered by anyone whomsoever to the extent caused by any negligent or willful act of or omission of the indemnifying Party or its subcontractors, excluding damages caused by the negligence of the indemnified Party, its officers, agents, or employees.

This indemnification includes, without limitation, any liability for injury to the person or property of either Party, its agents, officers, employees or invitees. Both Parties specifically waive any immunity provided by Title 51 RCW, Washington's Industrial Insurance Act. The provisions of this section shall survive the expiration or termination of this Agreement.

10. ASSIGNMENT

This Agreement cannot be assigned, transferred or any portion subcontracted by either Party hereto without the prior written consent of the other Party, which shall not unreasonably be withheld.

11. WAIVER

The consent by the CITY or NOANET to any act by the other shall not be deemed to imply consent or to constitute the waiver of a breach of any provision hereof or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the Parties in the administration of any part of the

provisions hereof be construed to waive or lessen the right of a Party to insist upon the performance by the other Party in strict accordance with the provisions hereof.

12. DEFAULT AND REMEDIES FOR DEFAULT

12.1 Breach. This Agreement may be terminated upon the occurrence of a material breach of this Agreement and a default under this Agreement. If the Party in breach fails to cure the breach within thirty (30) days or such longer period of time as is provided below, after receipt of notice thereof from the non-breaching Party, or, when the cure reasonably requires more than thirty (30) days, the breaching Party fails to commence the cure within such thirty (30) days and thereafter diligently and continuously prosecute such cure to completion, such action or inaction shall constitute a material breach and default under this Agreement.

12.2 Remedies Not Exclusive. Subject to Section 14.2. In the event of a material breach and default under this Agreement, termination is not the exclusive remedy. Any and all other remedies available of law or equity are expressly preserved.

13. LIMITATION OF LIABILITY

13.1 THE PARTIES SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, LIQUIDATED, OR SPECIAL DAMAGES OR LOST REVENUE OR LOST PROFITS ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF ANY PROVISION OF THIS AGREEMENT.

13.2 SUBJECT TO SECTION 14.1, EACH PARTY'S TOTAL LIABILITY FOR ANY CLAIMS OR DEMANDS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY THE OTHER PARTY PURSUANT TO THIS AGREEMENT.

14. NOTICE

Except as may otherwise be provided herein, any notices, except service of process and notice of emergency which may be given personally, telephonically, by e-mail or facsimile, shall be effective if personally served upon the other Party or if mailed by registered or certified mail, return receipt requested, to the following addresses:

Notices mailed shall be deemed given on the date of mailing. The Parties shall notify each other in writing of any change of address.

15. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, it shall be resolved as follows: Each Party shall appoint a member to a disputes board. These two members shall then select a third member not affiliated with the CITY or NOANET. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process is a prerequisite to filing of any litigation concerning the dispute. The Parties shall share equally in the cost of the third disputes board member.

16. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Washington. And venue for any court action in enforcing this Agreement would be in Yakima County, Washington.

17. ATTORNEYS' FEES AND COSTS

In the event of litigation regarding any of the terms of this Agreement, the substantially prevailing Party shall be entitled, in addition to other relief, to such reasonable attorneys' fees and costs as determined by the court.

18. MUTUAL NEGOTIATION AND CONSTRUCTION

18.1 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

18.2 Headings. The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

19. ENTIRE AGREEMENT; AMENDMENTS

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among the Parties with respect thereto. This Agreement may be amended only by an agreement in writing signed by the Parties.

21. SEVERABILITY

Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.

22. NO THIRD PARTY RIGHTS

This Agreement shall not be construed to create rights in or grant remedies to any third Party as a beneficiary of this Agreement.

23. TAXES

Each Party shall be responsible for its own federal, state and local taxes, assessments, fees, surcharges and other financial impositions.

24. COMPLIANCE WITH LAWS

Each Party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances.

25. RELATIONSHIP OF THE PARTIES

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligations or liability upon either Party. No agent, employee or representative of the CITY shall be deemed to be an agent, employee, or representative of NOANET for any purpose. No agent, employee or representative for NOANET shall be deemed to be an agent, employee or representative of the CITY for any purpose.

26. CONFIDENTIALITY

Each Party shall treat all information made available or disclosed to, or developed or obtained by, it as the result of or related to this Agreement ("Confidential Information") as confidential, and shall not disclose or use Confidential Information for the benefit of any person other than the disclosing Party; provided however, that the Party receiving the Confidential Information shall have no obligation with respect to that portion of Confidential Information which is disclosed by the disclosing Party to others without any restriction on use or disclosure, or which must be disclosed to others under law. If the receiving Party receives a request for Confidential Information from a third party, the receiving Party shall promptly notify the disclosing Party in writing of such request, and if the receiving Party in good faith believes it is obligated to disclose the requested Confidential Information, the disclosing Party shall be given the opportunity to seek judicial or other protection of such Confidential Information within 48 hours of notice to the Party, with the cooperation of the receiving Party.

27. SURVIVABILITY

All provisions of this Agreement regarding indemnification, representations, warranties, confidentiality, and any other provisions that by their nature are intended to survive termination of this Agreement shall survive after its termination or expiration.

28. FILING

This Agreement shall be filed with the Yakima County Auditor or, alternatively, listed by subject in the Parties' respective websites or other electronically retrievable public source, as provided by law.

29. ADMINISTRATOR

(a) City Manager Dan Ford shall be the Administrator of this Agreement for the CITY.

(b) NOANET's Chief Executive Officer, or his designated representative, shall be the Administrator of this Agreement for NOANET.

30. AUTHORIZATION

Each Party hereby represents and warrants to the other that it is duly authorized to enter into and carry out the terms of this Agreement.

31. COUNTERPARTS

This Agreement may be executed in counterparts, which together shall constitute a single agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

City of Toppenish Northwest Open Access Network

By: _____
Dan Ford
City Manager


By: _____
Craig Nelsen
NOANET CEO

**EXHIBIT A
COMPENSATED SERVICES
BETWEEN THE CITY OF TOPPENISH AND NOANET**

NOANET agrees to provide the following:

1. 1Gbps internet – New Police Department location - 220 W 1st Ave Toppenish WA

- * The CITY will fund the construction/installation expenses as requested.
- ** The CITY agrees to reimburse NoaNet for their pro-rata share of any expenses associated with repairs necessary to restore network infrastructure damaged due to unforeseen circumstances.

Initial term shall be 60 months

Total monthly commitment for this Exhibit:

The CITY to pay depending on term

New Police Department location - 220 W 1st Ave Toppenish WA

Speed	Term (mo)	MRC	NRC
500Mbps Internet	12	\$700	\$23,000
500Mbps Internet	36	\$600	\$21,000
500Mbps Internet	60	\$550	\$18,500
1Gbps Internet	12	\$1,000	\$20,000
1Gbps Internet	36	\$900	\$16,500
1Gbps Internet	60	\$850	\$14,000

NOANET: To be determined by City upon request from NoaNet.

Term: This Section shall continue for 60 months after the amendment date and shall not automatically renew.

Section 2. Assignment by NoaNet:

Section 3. Both parties wish to utilize each other's facilities, qualifications and services towards a mutually beneficial public benefit broadband program, broadband planning for economic development, and community feasibility study in the CITY that would support further expansion of this SOW, through any form of Public Source Funding Grant or Loan Program. By virtue of this exhibit, both parties agree to an operating relationship for developing fiber optic facilities and broadband services in the CITY.

Amendment Number 3

Date: _____

City of Toppenish

Dan Ford
City Manager

Date: 9/10/2025

Northwest Open Access Network



Craig Nelsen
Chief Executive Officer
NoaNet

Meeting Date: September 29, 2025

Subject: AB 25-80: [Proposed] Resolution No. 2025-65 Approving a Collective Bargaining Agreement for 2026–2028 with the City of Toppenish and the Fraternal Order of the Police (FOP)

Attachments: 1. Resolution No. 2025-65 FOP
2. Exhibit A 2026-2028 Collective Bargaining Agreement FOP

Presented By: Adam Vaughn, Finance Director

Approved for Dan Ford, City Manager

Agenda By:

Discussion:

City management staff has completed negotiations with the Fraternal Order of the Police (FOP) representatives for a contract spanning from 2026 through 2028. The agreement includes management language that clarifies shift schedules, training day requirements, and adjusts compensation to meet departmental needs. A full list of changes to the contract include:

- 3% Cost of Living Adjustment each year (9% combined for all three years)
- 4 on 4 off 12-hour shift schedule option
- Take-Home Vehicle program language, which has already been in place, but with discretion for usage still within the rights of the Chief
- Equipment and boot allowance increase from \$300 to \$600
- Detective Clothing Allowance increased from \$300 to \$400
- Changing the Jumpsuit Uniform lifecycle to 3-years
- Deferred Compensation match increase from 1% to 2.5%
- Incentive Pay Cap increase from 5% to 6%
- Education Incentive increase from 1.5% to 2% for Associate's Degree and from 3% to 4% for Bachelor's Degree, and added language for accredited university and a degree that supports the job description
- Bilingual Pay Increase from 2.5% to 3%
- Language that the City will recognize Aggregate Service as a Washington Peace Officer as defined in RCW 10.93.020
- A \$500 bonus for officers at the top of their pay scale who receives marks of "Meets Expectations" or higher on each section of their yearly performance review

Fiscal Impact:

The total fiscal impact for this contract is \$40,000 - \$50,000 a year, or an increase of 4 to 5 percent. These increases will be budgeted in the appropriate years.

Recommendation:

Approve Resolution No. 2025-65 Approving the 2026-2028 Collective Bargaining Agreement with the Fraternal Order of the Police

Alternatives:

RESOLUTION NO. 2025-65

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOPPENISH, WASHINGTON, TO AUTHORIZE AND APPROVE A
COLLECTIVE BARGAINING AGREEMENT WITH TOPPENISH POLICE
OFFICERS ASSOCIATION FRATERNAL ORDER OF POLICE LODGE
10 FROM JANUARY 1, 2026 THROUGH DECEMBER 31, 2028**

WHEREAS, the Toppenish Police Officers Association, in cooperation with the Fraternal Order of Police, Lodge 10, is the certified collective bargaining representative for certain employees of the Police Department of the City of Toppenish, Washington; and

WHEREAS, the City of Toppenish has entered into negotiations with the Toppenish Police Officers Association and Fraternal Order of Police, Lodge 10, for a labor contract with employees in the bargaining unit; and

WHEREAS, an agreement has been reached with the Toppenish Police Officers Association and Fraternal Order of Police, Lodge 10, on behalf of the employees represented thereby, which agreement has been reduced to writing, and has been reviewed and found acceptable by the City Council;

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

Section 1. Agreement: The agreement between the City of Toppenish and Toppenish Police Officers Association Fraternal Order of Police Lodge 10 in substantial conformity with the copy attached hereto, marked as Exhibit "A" is approved by the City Council, and the City Manager is authorized to execute the same on behalf of the City. The City Council further authorizes the City Manager to execute appropriate documents and agreements in furtherance here of, and the City Council ratifies actions taken by staff in support of this agreement.

Section 2. Corrections: The City Clerk, City Attorney, and/or City Manager shall be empowered to correct any language here and above determined to be a scrivener's error or language incorrectly included in the above (or attached document).

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

PASSED by the Toppenish City Council at a special meeting held on September 29, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

LINDA FINLEY, City Clerk Pro Tem

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

COLLECTIVE BARGAINING AGREEMENT

By and Between

THE CITY OF TOPPENISH

And

**TOPPENISH POLICE OFFICERS ASSOCIATION
FRATERNAL ORDER OF POLICE LODGE 10**

January 1, 2026, through December 31, 2028

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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.1 This Agreement is made and entered into by and between the CITY OF TOPPENISH, WASHINGTON, a Municipal Corporation, hereinafter referred to as the "Employer," and the TOPPENISH POLICE OFFICERS ASSOCIATION, in cooperation with the Washington State Fraternal Order of Police, Lodge 10 and Thenell Law Group, the certified collective bargaining representative, hereinafter referred to as the "Association," to meet the requirements set forth in Chapter 41.56 of the Revised Code of Washington. The purpose of this document is to establish wages, hours and working conditions for said Association's bargaining unit to improve police services and maintain and improve a high quality of life in the most cost-efficient manner for the citizens.

ARTICLE 2 – RECOGNITION

- 2.1 The Employer recognizes the Association as the sole and exclusive collective bargaining representative of all full-time uniformed personnel, in accordance with RCW 41.56.030, of the Police Department of the City of Toppenish, excluding the Chief of Police or their designee, Police Captain, confidential employees and casual or temporary employees.

ARTICLE 3 – ASSOCIATION MEMBERSHIP & DUES CHECK-OFF

- 3.1 Each employee of the Employer covered by this Agreement may join the Association or agree to pay an Association fee equal to the regular initiation fee and regular monthly dues. If the employee clearly and voluntarily agrees to join the Association and pay Association dues or Association fees, then said deduction shall occur beginning in the payroll period after the employee and Association have properly submitted the dues payroll deduction authorization to the Employer Finance Director.
- A) No employee in the bargaining unit shall be required to become a member of the Association as a condition of employment. The Association recognizes that the Association's representation obligation to the employees in the bargaining unit is established both under law and under this Agreement. The Association will represent bargaining unit employees in accordance with duty of fair representation as required by law and this Agreement.
- 3.2 When the Employer hires a new employee covered by this Agreement, the Employer shall, within ten (10) calendar days of the date of employment, notify the Association in writing, giving the name, hire date of employment, and classification of the employee hired.
- 3.3 When an employee clearly and voluntarily submits a signed dues authorization form as furnished by the Association, the Employer agrees to deduct from the employee's pay the Association's applicable dues in the payroll period following proper submission to the Employer Finance Director.
- A) The full amount of monies so deducted by the Employer shall be forwarded to the Association by warrant along with an alphabetized list showing names and amounts deducted from each such employee following the Employer's monthly disbursement cycle. The Association shall give the Employer a minimum of one (1) month's advance notice for any change in the deduction of the amount to be withheld.

- 3.4 The Association agrees to refund to the employee any amounts paid to the Association in error on account of the payroll deduction provision upon presentation of proper evidence thereof. The earnings of the employee must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Association dues which the employee has clearly and voluntarily agreed to have deducted from his or her pay. All other legal and required deductions have priority for payment over such dues.
- 3.5 An employee may revoke his or her authorization for payroll deduction of payments to the Association by written notice to the Employer. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the Employer's receipt of the employee's written notice.
- 3.6 The Association agrees to defend, indemnify, and hold the Employer harmless from and against any and all employee or Association claims, demands, lawsuits, orders, or judgments or any other form of liability arising out of the administration of the provisions of this Article, including reimbursement for any legal fees and/or expenses incurred in connection with such actions. The Employer will promptly notify the Association in writing of any claim, demand, lawsuit, or any other form of liability asserted by any employee against the Employer relating to the administration of the terms of this Article. It is also agreed that no employee nor the Association shall have any claim against the Employer for any deductions made or not made consistent with the provisions of this Article.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 The Association recognizes and agrees that the Employer has core management rights to manage and direct the affairs of the Employer without bargaining about the decisions and the effects in all its various aspects including but not limited to the rights to: manage, direct and supervise all operations of the work force; to assign overtime; to plan, direct, control, and determine all the operations and services of the Employer; to determine the means, methods, organization and number of personnel by which operations and services are to be conducted; to hire, assign, transfer, and promote employees; to demote, suspend without pay, discipline, or discharge for just cause (probationary employees without just cause); to lay off employees due to lack of work, lack of funds or reorganization; make and enforce reasonable rules and regulations; change and/or eliminate methods, equipment and/or facilities; to make any and all decisions pertaining to budgetary and fiscal matters; and to take whatever action is necessary in the event of an emergency.
- A) An emergency is a sudden, unexpected happening; an unforeseen occurrence or condition; contingency or complication of circumstances; sudden or unexpected occasion for action; exigency; pressing necessity. Examples of emergencies are not only Acts of God, natural disasters, but also any instances of employees being unavailable such as on sick leave, disability, vacation, etc. Management reserves the right to determine when an emergency exists and the actions to be taken to fulfill the service needs to the public.
- B) The above management rights shall be exercised in accordance with the Rules and Regulations of the Toppenish Civil Service Commission.

ARTICLE 5 – ASSOCIATION RIGHTS

- 5.1 Except as indicated in Article 4 above, the Association does not waive any right the Association has under applicable State Laws including but not limited to the right to require the Employer to bargain collectively concerning any subject matter held by State Laws to be mandatory which is not otherwise covered by this Agreement.
- 5.2 **Employee:** Every employee who becomes the subject of an internal investigation shall be advised in writing prior to the time of an interview that he is suspected of:
- A) Committing a criminal offense; and/or
 - B) Misconduct that could be grounds for termination or discharge, demotion, suspension without pay, or written reprimand.
- 5.3 Any employee who becomes the subject of a criminal investigation may have counsel present during all interviews. This representation by counsel is confined to counseling, and not actual participation in the investigation. A criminal investigation as used herein shall be interpreted as any action which could result in the filing of a criminal charge.
- 5.4 The employee, Employer, or Association may request that an investigation interview be recorded, either mechanically or by a stenographer. The party requesting such recording shall pay for said recording and transcription thereof. Upon request, the employee under investigation shall be provided an exact copy of any written statement he has signed.
- 5.5 Interviewing shall be completed within a reasonable time and in a reasonable manner unless the exigency of the interview dictates otherwise. In investigation interviews, the employee shall be afforded an opportunity to contact and consult privately with an attorney of his choosing, or a representative of the Association, before being interviewed.
- 5.6 In the event dismissal of an employee becomes imminent and the Employer determines an alternative to said dismissal is the employee's resignation, said employee will be provided a reasonable opportunity to confer with the Association before being requested to respond to the offer of resignation.
- 5.7 Employees will not be required to unwillingly submit to a polygraph test; provided, however, this provision does not apply to either the initial application for employment or to persons in the field of public law enforcement who are seeking a promotion to a position outside the bargaining unit, as defined in the recognition clause. Provided, further, if the Chief of Police or their designee offers an employee the opportunity to take the polygraph test regarding potential involvement in criminal activity or the potential for disciplinary action, the employee after consulting with the Association may agree to a stipulated polygraph.

ARTICLE 6 – DEFINITIONS OF EMPLOYEES

- 6.1 **Reserves:** There shall exist, at the option of the Employer, a reserve unit of reserve commissioned law enforcement officers to which the provisions of the Labor Agreement shall not apply. The purpose of said reserves shall be to supplement, rather than displace, the work of regular officers.

- 6.2 **Regular Full-Time Employee:** A regular full-time employee shall be defined as any employee who fills a position which is regularly scheduled to work at least forty (40) hours per week, unless the employee is assigned to an FLSA schedule, in which case the employee will work the necessary schedule such as hours within a 14 day work period, 28 day work period, or combinations of work periods authorized by FLSA.
- 6.3 **Probationary Employee:** A probationary employee shall be defined as any new hire for the purpose of becoming a regular employee who has not completed eighteen (18) consecutive months of service with the Employer; provided, however, an employee shall serve a probationary period of at least six (6) months after successful completion of the basic academy so the Employer can observe and evaluate the employee in the field after receiving the necessary training. It is agreed that the probationary period of eighteen (18) months is part of the selection process and designed to allow evaluation of an employee's fitness for regular status. As a result, a probationary employee is subject to termination/discharge without just cause and without any recourse whatsoever. A new hire that comes in as a lateral transfer shall be subject to a twelve (12) month probationary period instead of eighteen (18) months.

ARTICLE 7 – SENIORITY

- 7.1 "Seniority" as used in this Agreement is determined by the length of an employee's continuous service within a job classification within the bargaining unit. Continuous Service shall include any authorized leave up to a maximum of one (1) year.
- 7.2 The Employer will provide the Association with copies of the seniority list during January annually or at other times by mutual consent. Said list shall be the official seniority register. Should more than one (1) employee have the same hire date, the individuals involved will determine seniority by use of their Civil Service Examination Ranking.
- A) Any controversy over the seniority standing of any employee on this list shall be handled as a grievance for settlement.
- 7.3 An employee shall lose all seniority, forfeit all rights, and the Employer shall have no obligation to rehire said employee under the following conditions:
- A) The employee voluntarily leaves the service of the Employer; or
- B) The employee is discharged for just cause; or
- C) The employee is discharged during the probationary period; or
- D) The employee is laid off for a period in excess of twelve (12) consecutive months; or
- E) The employee is absent due to non-occupational illness or injury for six (6) consecutive months or occupational illness or injury for twelve (12) consecutive months.
- 7.4 A promotional appointee who is rejected or who voluntarily demotes within the first six (6) months of the promotion shall be restored to the position from which he was promoted, but thereafter restoration will be subject to whether or not that position has been filled by the

Employer. If filled by the Employer, the promoted employee will be laid off and put on the recall list.

- 7.5 **Layoff Procedures:** In the event the Employer determines a layoff is necessary, the Employer shall first determine which classification will be affected by the layoff and then shall provide employees within the affected classification a minimum of fourteen (14) calendar days' written notice of the last working day of employment. In lieu of providing fourteen (14) calendar days' notice, the Employer has the right to pay the employee for the regular straight time hours that would have been earned by the Employee during the fourteen (14) calendar day period. For example, if the employee would have worked nine (9) normal workdays during the 14-day work period, then the employee will receive pay for the nine (9) days at straight time.
- A) If there is a question of any senior employee within a classification within the bargaining unit being qualified to perform the remaining work available in the case of layoff and rehire, the Employer must show cause for not rehiring or laying off such senior employee.
 - B) The Employer shall pay for all vacation days accrued in accordance with Toppenish Personnel Policy Manual and in conjunction with the final payroll warrant. Normal deductions shall be taken from the vacation distribution.
 - C) Layoff shall be by seniority within classification, within the bargaining unit with employees who were promoted from within the Department to be laid off retaining bumping rights to a previously held classification.
 - (1) An employee who has been promoted may "bump" back to a previously held position subject to the employee having the necessary qualifications.

ARTICLE 8 – DEFINED LEAVES

- 8.1 **Use of Sick Leave:** An employee is authorized to use sick leave for the following reasons:
- A) An absence resulting from the employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of mental or physical illness, injury, or health condition; or an employee's need for preventative medical care;
 - B) To provide care for a family member with a mental or physical illness, injury, or health conditions; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
 - C) When an employee's place of business has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
 - D) For absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.
- 8.2 Definitions for the purpose of this policy are:
- A) **"Family member"** means any of the following:

- (1) A child including biological, adopted, or foster child, a stepchild, or a child whom the employee who stands in loco parentis, is a legal guardian or is de facto parent regardless of age or dependency status;
 - (2) A biological, adoptive, *de facto* or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 - (3) Spouse;
 - (4) Registered domestic partner;
 - (5) A grandparent;
 - (6) A grandchild;
 - (7) A sibling
- B) "Serious health condition"** as defined by the U.S. Department of Labor means an illness, injury, impairment, or physical or mental condition that involves:
- (1) Inpatient care in a hospital, hospice, or residential medical care facility; or
 - (2) Continuing treatment by a health care provider.
- C) "Sick leave"** means time allowed to an employee for one of the uses outlined in this Article 8.1. Other paid time off (i.e., vacation, compensatory, and floating holiday) can be substituted for sick leave if the employee chooses.
- D) Article 10 - Family and Medical Leave Policy** describes other conditions under which leave may be requested for the employee's own health condition or to care for a family member.
- E) Request:** An employee requesting sick leave must inform his or her immediate supervisor or department director no later than four (4) hours before (sooner if possible) the employee is scheduled to begin work if the leave is unplanned, and if possible, ten (10) days in advance if the leave is scheduled. Advance notice is essential in cases where replacement employees or rescheduling is necessary as a result of planned absences. The employee's immediate supervisor approves the sick leave on the timesheet and other applicable leave requesting form that may be used in the department/City. Accrued sick leave must be used in increments of at least 15 minutes. Sick leave with pay is not allowed unless the employee has met and complied with the provisions of the Personnel Policy Manual.
- F) Activities Incompatible with Sick Leave** - Any employee who is absent after requesting sick leave or who is on leave as provided by this Article or the Personnel Policy Manual (Other Leaves of Absence) may not engage in work or other activities that are in conflict with the reasons given by the employee for being on sick leave. While on sick leave, an employee must not engage in any activity that would hamper his or her ability to return to work.
- G) Abuse of Sick Leave** - The abuse of sick leave privileges may result in disciplinary action against an employee.

- H) **Verification** - If the employee is absent four (4) or more days, the employee's immediate supervisor, Police Chief, or the City Manager may require verification that an employee's use of paid sick leave is for an authorized purpose. The employee must provide verification within a reasonable time period during or after the leave. A verification must be appropriate to the circumstances. A reasonable time period for an employee to verify that his or her use of paid sick leave was for an authorized purpose will generally be no longer than 14 days from the verification request. These provisions do not apply to fitness for duty situations.

8.3 Eligibility: Regular full-time and probationary employees are eligible to accrue and use sick leave.

8.4 Accrual and Carry Over: Regular employees accrue sick leave at the rate of twelve (12) hours for each full calendar month of service beginning with the date of employment.

- A) Sick leave accruals during months when an employee works less than the standard workweek is prorated based on the number of hours actually worked. Sick leave may be used after the first month of employment and is based on an employee's current balance of accumulated sick leave hours.

- B) An employee may carry over from calendar year to calendar year no more than 1200 hours of accumulated sick leave.

8.5 Sick Leave Allowance: Commencing for current employees once upon the month following ratification, or for new employees with the first day of employment, employees shall be advanced an allowance of one hundred forty-four (144) hours of sick leave with pay. Employees who fail to complete their first year of employment or leave within the twelve (12) months of the sick leave advance shall be required to repay any sick leave used, in excess of that accrued. Such repayment shall be deducted from the employee's final pay.

8.6 Accumulation and Sick Leave Benefit upon Separation: Upon death, or retirement through the Department of Retirement System, an employee will be allowed to cash in unused sick leave into an HRA VEBA as follows:

Hours:	Percentage (%):
0 – 400	0%
401 – 800	25%
801 – 1200	33%

8.7 Sick Leave Usage: Sick leave may be used as approved by the employee's immediate supervisor, department director, or the City Manager. Pay for approved sick leave is authorized until an employee's accumulated total of sick leave hours has been exhausted. A deduction of the number of sick leave hours equivalent to the length of shift to which an employee is assigned. For example, if an employee is assigned to an 8-hour shift then 8 hours will be deducted, if assigned to a 10-hour shift, then 10 hours will be deducted and/or if assigned to a 12-hour shift then 12 hours will be deducted.

8.8 Workers' Compensation and Disability Payments: All regular full-time employees covered by this Agreement, will be covered by State Worker's Compensation or some program with equal or better benefits. Any employee who is eligible for time off because of an on-the-job injury shall be compensated with his or her accumulated sick leave. Any

State Industrial benefit received by the employee shall be endorsed to the City. Upon receipt of this compensation by the City, the employee shall be credited with sick leave on a pro-rata basis of the State Industrial benefit to the original amount of sick leave taken. Sick leave benefits shall be limited to that amount which the employee has accumulated.

- 8.9 **Sick Leave on Vacation:** Whenever a regular employee off duty on paid vacation is actually hospitalized for twenty-four (24) hours or more, during that period, he or she may charge such absence to his or her sick leave account. Prompt notice and a doctor's certificate verifying the same shall be supplied to his department head.
- 8.10 **Leave of Absence:** The Employer may, at its sole discretion, grant a leave of absence for a period of up to six (6) months. Such leave may be extended at the discretion of the Employer. Such leave of absence, or extension, shall be in writing with a copy to the Association. Employees granted a leave of absence in accordance with this provision shall not acquire seniority during the leave, provided that when the leave is for thirty (30) calendar days or less, no loss of seniority shall occur.
- 8.11 **Leave for Negotiations:** For the purpose of contract negotiations, one (1) employee shall be released from regularly scheduled hours of work up to an aggregate maximum of twenty-four (24) hours. It is anticipated that negotiation sessions might continue into the employee's off duty time without compensation.

ARTICLE 9 – OTHER LEAVES OF ABSENCE

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

- 9.1 **Authorized Leave of Absence Without Pay:** A leave of absence is not a right but a privilege. Leaves of absence other than those that qualify as family or medical leave (see Personnel Policy Manual), may be granted without pay in cases of emergency and when a leave of absence would not be contrary to the best interests of the City. A leave of absence is granted only upon written request by an employee who presents the reason for the leave. Approval will be made in writing according to the following provisions:
- A) A request for a leave of absence without pay for one (1) week or less may be granted by the department director, depending on the merit of the individual case;
 - B) A request for a leave of absence without pay in excess of one (1) week may be granted by a department director with the approval of the City Manager, depending on the merit of the individual case; and
 - C) A leave of absence, without pay, longer than one week, requires that accrued vacation leave be used first. A leave of absence may not exceed twelve (12) consecutive months. Failure to return at the end of the agreed-upon length of leave may be considered abandonment of one's position and grounds for termination.
- 9.2 **Bereavement Leave:** In the event of the death of an employee's immediate or extended family member, time off with pay for the employee's regular scheduled workday, will be granted to regular full-time employees.

- A) The phrase “immediate family” for the purpose of bereavement leave shall include an employee’s spouse, registered domestic partner, children, parents, parents-in-law, brothers/sisters, brothers/sisters-in-law, grandparents, grandchildren, and equivalent step relatives.
- B) The phrase “extended family” for the purpose of bereavement leave shall include aunts, uncles, nieces/nephews, or cousins of the employee or of the employee’s spouse or registered domestic partner.
- C) For immediate family members, twenty-four (24) paid work hours, per occurrence, will be approved for the employee to attend and/or make arrangements for a funeral or memorial service.
- D) For extended family members, eight (8) paid work hours, per occurrence, will be approved to attend a funeral or memorial service.
- E) An additional sixteen (16) paid work hours will be approved for travel from the employee’s home to a funeral or memorial service if the travel exceeds one hundred and fifty (150) miles each way.
- F) Nothing in this Article precludes an employee from utilizing approved vacation, compensatory time, or floating hours in conjunction with bereavement leave. Such paid leave shall be approved by the Chief of Police or designee.

9.3 Military Leave of Absence: A regular employee who is an active member of any organized reserve of the Armed Forces of the United States shall be entitled to and granted a military leave of absence from his or her employment for a period not exceeding twenty-one (21) days during each year beginning October 1 and ending the following September 30. Such leave shall be granted in order that the employee shall be able to participate in his or her mandatory active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. Verification of military orders may be required. The employee shall, in advance, provide an official copy of his or her military orders, if available. It is the intent of this section that it conforms to Washington and applicable federal law.

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

- A) **Paid Leave:** Maternity leave may be charged to the employee's accrued sick leave, vacation, and compensatory leave. The City will continue its contribution towards the employee's health care insurance as long as the employee remains in paid status. Should the employee go on a leave of absence without pay, the employee would be responsible for both the City and employee's portion of the health care premiums, except if the employee is on Family and Medical Leave.

9.5 Subpoena: An employee who is subpoenaed to appear in court as a witness in a matter arising from his or her job-related duties with the City or law enforcement duties from another law enforcement agency is granted leave with pay when the employee is appearing

during his or her workday. If the employee appears when off-duty, the employee receives overtime pay or compensatory time, if applicable. All subpoenas must be remitted to their immediate supervisor.

- A) If an employee receives a subpoena for non-job related or non-law enforcement related reasons, the employee will use accumulated leave.

9.6 Jury Duty: Employees will receive paid leave for their jury duty service. The employee will promptly inform the employer when notified of his or her jury duty summons for shift changes to be made to accommodate the jury duty service. If employees are released from jury duty and there are more than two (2) hours remaining on the work shift, they may be required to return to work.

9.7 Administrative Leave: On a case-by-case basis, the City may place an employee on administrative leave with or without pay for an indefinite period of time. Administrative leave may be used in the best interest of the City (as determined by the City Manager) during the pending investigation or other administrative proceeding.

- A) The length of such leave is solely at the discretion of the City based upon the below authorities, except that the length of the leave shall not exceed the length of the situation for which the leave is approved.
- B) Administrative leave for one (1) week or less may be granted by the department director.
- C) Administrative leave in excess of one (1) week may be granted by a department director with the approval of the City Manager.

9.8 Leave without Pay (LWOP) and Absence without Leave (AWOL):

- A) Leave without pay (LWOP) is a short-term, temporary non-pay status and absence from duty which may be granted by the Police Chief or City Manager at the employee's request. Even though the employee will not be paid during his or her LWOP absence, it should not be assumed that LWOP will be approved in all cases. Just like other types of leave, LWOP must be requested in advance, whenever possible, so that adequate arrangements can be made for completion of the employees work while out on LWOP. The permissive nature of LWOP distinguishes it from absence without leave (AWOL), an unauthorized absence which is considered a serious conduct matter and can lead to disciplinary action.

- (1) While an employee has a right to use LWOP in certain circumstances, e.g., situations are covered under the Family and Medical Act (FMLA), the employee's supervisor must nevertheless consider the impact of the requested absence on the work unit and organization. When making a decision on a request for leave without pay that which is not covered by the FMLA, the supervisor in consultation with the department director must consider what if any the benefit to the City may be.

- B) LWOP and AWOL are treated much the same way since no pay is received in either case. There is however a significant difference. LWOP is an approved absence, i.e., a non-pay status which the employee has requested and has been approved by the supervisor. Being charged with AWOL (absent without leave) means that the

employee's absence is not authorized even though they may have requested leave. AWOL is considered a serious conduct matter and can result in disciplinary action, up to and including termination of employment.

- C) **Minimum and Maximum Amounts of LWOP:** Like vacation and sick leave, the minimum increment for LWOP is 15 minutes. LWOP is not ordinarily approved for longer than a few days at a time, except for situations which are in the best interest of the City of Toppenish.
- D) It is important to note that LWOP and AWOL will affect certain employee benefits:
 - (1) **Leave Accrual:** When an employee is in a non-pay status for any part of the pay period, the prorated amount of vacation or sick leave for the pay period shall be accrued for those hours only that the employee was in a paid status;
 - (2) **Insurances:** Except when the LWOP period is associated with an FMLA eligible period, the City portion of health care and life insurance benefit premiums shall only be paid for those hours that the employee was in a paid status during the pay period. All remaining premiums shall be the employee's responsibility payable to the City within forty-five (45) days of the end of the pay period in which LWOP or AWOL hours were accumulated.

ARTICLE 10 – FAMILY AND MEDICAL LEAVE POLICY

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

- A) The birth of and care for a newborn child, or the placement of a child with an employee in the case of adoption or foster care. Leave for these reasons will expire at the end of the 12-month period beginning on the date of such birth or placement;
- B) In order to care for an immediate family member (spouse, child, or parent) if that family member has a serious health condition; and
- C) An employee's own serious health condition that makes the employee unable to perform the essential function(s) of his or her position.

10.2 Definitions:

- A) **Twelve-Month Period** - A rolling twelve-month period measured backward from the date family and medical leave is taken. The period continues with each additional family and medical leave day taken.
- B) **Spouse** - Either member of a legally-married pair. If both spouses work for the City, they are entitled to a combined total of 12 weeks of leave if the leave is taken for the birth of a child, the placement of a child for adoption or foster care, or to care for a sick parent. If each spouse uses a portion of the 12 weeks of leave for the purposes specified above, each would be entitled to the difference between the amount they had taken and 12 weeks of FMLA leave for a different purpose. For example, if each spouse took 6 weeks of leave as a result of the birth of a child, each could use an additional 6 weeks due to his or her own serious health condition.

- C) **Child** - A person younger than eighteen (18) years of age, or a person older than eighteen (18) years of age and incapable of self-care due to a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility. A "child" includes a biological, adopted, foster, or stepchild.
- D) **Serious Health Condition** - A serious health condition is an illness, injury, impairment, or a physical or mental condition involving inpatient care or continuing treatment by a health provider. Continuing treatment involves:
 - (1) A period of incapacity of more than three (3) consecutive calendar days (not working days) and subsequent treatment including either two visits to a health care provider or one visit followed by continuing treatment under the health care provider's supervision;
 - (2) A period of incapacity due to pregnancy or for prenatal care;
 - (3) Treatment for chronic serious health conditions such as asthma and diabetes which (1) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (2) continues over an extended period of time (including recurring episodes of a single underlying condition); and (3) may cause episodic rather than a continuing period of incapacity; and
 - (4) Treatments for serious conditions such as cancer that may not be incapacitating but without treatments would result in a period of incapacity of more than three (3) consecutive days.
- E) **Health Care Provider** - Any health care provider that is recognized by the City or accepted by the City's group health plan. This may include physicians, dentists, clinical psychologists, optometrists, and chiropractors, nurse practitioners, nurse midwives and clinical social workers.

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

- A) An employee must use up his or her vacation, personal leave, sick leave, and compensatory time before becoming eligible for unpaid leave up to a total of twelve (12) weeks maximum.

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

- A) Leave for a serious health condition may also be taken intermittently or on a reduced leave schedule when medically necessary. A "medically necessary" leave is one that involves a medical need for the leave and that can best treat the need through an intermittent or reduced leave schedule. The City may request certification from the health care provider of the employee or family member of the medical necessity of the intermittent leave schedule and the expected duration. Employees are required

to schedule intermittent leave that is foreseeable so as not to unduly disrupt the City's operations and so the City can assign employees temporarily to alternative positions with equivalent pay and benefits that better accommodate such recurring periods of intermittent leave.

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

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

- A) An employee who incurs a work-related illness or injury may be eligible to receive worker's compensation benefits. Any time off due to the work-related illness or injury will count toward the employee's FMLA benefit.
- B) The FMLA Act does not allow for the substitution of compensatory time for unpaid FMLA leave.

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

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

- A) **Medical Certification:** If the employee's leave is to care for the employee's seriously ill spouse, child, or parent or due to the employee's own serious health condition, the request must be supported by a certification issued by the health care provider of the employee or the employee's ill family member. When the leave is foreseeable and at least 30 days-notice has been provided, the medical certification should be provided before the leave begins.

- (1) The City will allow at least 15 calendar days for the employee to comply with the request for medical certification. Medical certification forms will be made available by the Human Resources office.
 - B) **Second Opinion:** The City may require a second medical opinion (at the City's expense). Pending receipt of the second opinion, the employee is provisionally granted leave. The City may also request periodic reports on the employee's status and intent to return to work, or a fitness-for-duty report from the employee's attending physician advising when the employee can return to work.
 - (1) If the opinions of the employee's and the City's designated health care providers differ, the City may require a third opinion (at the City's expense). The third health care provider will be designated or approved jointly by both the employee and the City. The third opinion is final and binding. The City will reimburse an employee or family member for any reasonable travel expenses incurred to obtain the second and third opinions.
 - C) **Confidentiality:** All documentation related to the employee's or family member's medical condition is held in strict confidence and maintained in the employee's confidential medical file in the Human Resources office.
- 10.8 **Payment of Health Premiums:** The City will maintain (including the continuation of paying the City's share of the premiums) the health insurance coverage for an employee's FMLA leave period whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work for up to a maximum of twelve (12) weeks. Any portion of health plan premiums which the employee has paid before starting an FMLA leave must continue to be paid by the employee during the leave. Any changes to premium rates and levels of coverage or other conditions of the plan that apply to other active employees also apply to eligible employees on FMLA leave.
- A) The City will give advance written notice to employees of the terms for payment of premiums during FMLA leave. If FMLA leave continues in unpaid status after the first twelve (12) weeks of paid and unpaid or a combination thereof of FMLA leave, the City requires that payment of the full premiums for all health insurance and coverages will be made by the employee to the City. Payment is required at the same time as if it would be made by payroll deduction.
 - B) During an FMLA period beyond the first twelve (12) months (paid or unpaid or a combination thereof) the City's obligation to maintain health benefits ceases and if the employee fails to timely make the payment for premiums, the employee's coverage ceases. The City will provide 15 days' notice that coverage will cease if the employee's premium is late. If coverage should lapse while the employee is on approved and valid FMLA leave, he or she will be restored to equivalent coverage upon return to work only if the insurance providers allow such return.
 - C) Returning employees will be required to meet any qualification requirements if such are mandated by the health care plan such as preexisting waiting periods or passing a medical exam to obtain coverage. Any disputes about any of these provisions are not subject to the grievance procedures.

- D) **Failure to Return to Work:** The City may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee if the employee fails to return to work at the end of leave. The only exception is where the employee does not return due to the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member or "other circumstances beyond the employee's control."
- 10.9 **Rights upon Return to Work:** When an employee returns from an FMLA leave, they will be restored to the same or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The Family Medical Leave Act does not require the City to place a returning employee in the same position. If a position in which an employee is placed is equivalent, the employee has no right to be restored to the original job.
- A) The employee's restoration rights are the same as they would have been if the employee had not been on FMLA leave. For example, if the employee's position would have been eliminated, or if the employee would have been terminated, the employee does not have the right to be reinstated upon return from FMLA leave.
- B) **Seniority:** An employee is not entitled to seniority or benefit accruals during periods of unpaid family and medical leave. However, an employee does not lose seniority or benefits accrued prior to family and medical leave.
- C) **Early Return:** Since an employee may only be required to take FMLA leave for reasons that qualify and may not be required to take more leave than necessary, the employee may be promptly restored if the employee requests reinstatement earlier than originally scheduled, but should, where foreseeable, give the City reasonable advance notice, generally at least two working days.
- D) **Request for Extension:** An employee should give reasonable notice to the City of the need for an extension, and provide updated medical certification, if appropriate, if less than the 12 weeks of FMLA leave has been used.
- E) **Failure to Return to Work:** An employee who does not (or is unable to) return to work after exhausting the 12 weeks is no longer protected by FMLA. If the employee is able to return at some time after the 12-week FMLA leave has expired, the employee may be reinstated to the employee's same or similar position, if available, in accordance with applicable laws. If the employee's same or similar position is not available, the employee may be terminated.
- 10.10 The parties jointly and separately agree to follow the mandatory features of the State Family Care and Family Leave Acts and the Federal Family Leave Act. The parties specifically understand and agree that permissive aspects of the State Family Care and Family Leave Acts as well as the Federal Family Leave Act shall not be enforceable, nor shall the Employer be obliged to conform to such permissive provisions.
- 10.11 **Paid Family Medical Leave Program:** Eligible employees are covered by Washington's Paid Family and Medical Leave Program (PFML), RCW 50A.05. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Premiums for benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise adjusted up or down at the discretion of the State).

Each year, consistent with the law, employees will pay through payroll deduction the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.05. The Employer shall pay any remaining portion, only as required by law. In addition, the Employer retains the sole discretion to self-insure, provided benefits remain the same or better as those provided by the State of Washington.

- 10.12 Washington's Long-Term Care Act:** Eligible employees are covered by Washington's Long-Term Care Act, RCW 50B.05. Any leave and benefits is established by Washington law and is therefore independent of this Agreement. Starting January 1, 2022, employees are subject to a payroll deduction as required by Washington law, RCW 50B.04.080.

ARTICLE 11 – HOURS OF WORK & OVERTIME

- 11.1 Five-Eight (5/8):** An employee assigned to the Five-Eight (5/8) schedule will be scheduled for a work week consisting of five (5) consecutive days of eight (8) consecutive hours, Monday through Friday.
- A) Meal Period:** The meal period shall consist of one (1) thirty (30) minute break.
 - B) Rest Break(s):** The rest breaks shall consist of two (2) fifteen (15) minute breaks. The first should be taken during the first half of the shift, the second taken during the last half of the shift.
 - C) Overtime:** Overtime shall be defined as any hours worked in excess of forty (40) hours per work week.
- 11.2 Four-Ten (4/10):** An employee assigned to the four-ten (4/10) schedule will be scheduled for a work week consisting of four (4) consecutive days of ten (10) consecutive hours, falling within Sunday through Saturday.
- A) Meal Period:** The meal period shall consist of one (1) forty-five (45) minute break.
 - B) Rest Breaks(s):** The rest breaks shall consist of two (2) twenty (20) minute breaks, The first should be taken during the first half of the shift, the second taken during the last half of the shift, provided the shift supervisor may make appropriate adjustments.
 - C) Overtime:** Overtime shall be defined as any hours worked in excess of forty (40) hours per work week.
- 11.3 Patrol A:** An employee assigned to the Patrol A schedule will be scheduled for fourteen (14) shifts, each consisting of twelve (12) consecutive hours, within a twenty-eight (28) day work period. The shifts will follow the sequence outlined below:
- A)** Starting Monday with two (2) days on, followed by two (2) days off, followed by three (3) days on. The following week begins on Monday with two (2) days off, followed by two (2) days on, followed by three (3) days off.
 - B)** The configuration of the shift schedule will be four (4) shifts. There will be two (2) day shifts working from 0600 to 1800 hours and two (2) night shifts working from 1800 to 0600 hours.

- (1) An employee may be assigned alternative hours, based on departmental needs, at the discretion of the Chief of Police.
- C) **Overtime:** Overtime, while on the Patrol A schedule shall be defined as hours worked in excess of eighty (80) hours in a two (2) week work period and will be paid at the employee's overtime rate.
- D) **Kelly Time Off (KTO):** Employees assigned to the Patrol A schedule will earn one hundred fifty-two (152) hours of KTO annually. This time is earned from the six (6) scheduled eight (8) hour training days per year and the four (4) extra hours worked in each two (2) week pay period.
 - (1) Employees will be credited with seventy-six (76) hours of KTO on January 1 and July 1 respectively.
 - (a) Employees are responsible for ensuring their KTO bank is at a zero balance on June 30 and December 31 respectively.
 - (2) KTO must be taken as time off and may not be cashed out without the approval of the Chief of Police.
 - (3) Employees hired during the course of the year shall receive a prorated balance of KTO equal to the hours remaining in the year.
 - (4) **Scheduling:** Employees must request the use of KTO in advance and in coordination with their supervisor. This ensures the employee is able to take the earned time off while also minimizing the impact on staffing and operational coverage.
 - (a) If an agreement cannot be reached between the employee and supervisor on the scheduling of the KTO, the supervisor's decision cannot be grieved.
 - (b) In the event two (2) or more employees want to use KTO on the same day, seniority shall be considered.
 - (c) If the rescheduling of KTO is required by the Chief of Police or their designee, to maintain minimum staffing levels, absent mutual agreement, the employee shall be given seven (7) calendar days advance written notice.
 - (5) Should an employee leave employment with the Employer, having used KTO hours prior to earning them, the employee must reimburse the Employer for the advanced hours used.
 - (a) The reimbursement shall be made utilizing the employee's final paycheck upon separation of employment.
 - (b) In the event the paycheck cannot cover the amount owed, the employee shall make reimbursement via check to the Employer within thirty (30) days of separation and deliver it to the Finance Department.
 - (6) **Callback:** In the event an employee is called back to work while using KTO during their regularly scheduled work hours, the employee shall revert to

regular time for the hours worked and all unused KTO hours will remain in their KTO bank.

- (a) Any callback occurring outside of the employee's regularly scheduled hours shall be compensated at the employee's applicable overtime rate.

11.4 Patrol B: An employee assigned to the Patrol B schedule will be scheduled to work four (4) consecutive days of twelve (12) consecutive hours, followed by four (4) consecutive days off.

A) Shift Adjustment: In each two (2) week period, employees will be scheduled to adjust four (4) hours at the start or end of their shift.

- (1) This shift adjustment must be made in coordination with the employee's supervisor and shall not create overtime.

B) The shift start and end times shall begin and end between 0500 – 0800 hours and 1700 – 2000 hours respectively.

- (1) An employee may be assigned alternative hours, based on departmental needs, at the discretion of the Chief of Police.

C) Overtime: Overtime, while on the Patrol B schedule shall be defined as hours worked in excess of eighty (80) hours in a two (2) week work period and will be paid at the employee's overtime rate.

D) Kelly Time Off (KTO): Employees assigned to the Patrol B schedule will earn eighty (80) hours of Kelly Time Off each year, based on the eighty (80) hours of scheduled Kelly Time Worked. These hours may be used for training or other proactive events.

- (1) Employees will be credited with eighty (80) hours of KTO on January 1.
- (2) Employees are responsible for ensuring their KTO bank is at a zero balance on December 31.
- (3) KTO must be taken as time off and may not be cashed out without the approval of the Chief of Police.
- (4) Employees hired during the course of the year shall receive a prorated balance of KTO equal to the hours remaining in the year.
- (5) **Scheduling:** Employees must request the use of KTO in advance and in coordination with their supervisor. This ensures the employee is able to take the earned time off while also minimizing the impact on staffing and operational coverage.
 - (a) If an agreement cannot be reached between the employee and supervisor on the scheduling of the KTO, the supervisor's decision cannot be grieved.
 - (b) In the event two (2) or more employees want to use KTO on the same day, seniority shall be considered.
 - (c) If the rescheduling of KTO is required by the Chief of Police or their designee, to maintain minimum staffing levels, absent mutual

agreement, the employee shall be given seven (7) calendar days advance written notice.

- (6) Should an employee leave employment with the Employer having used KTO hours prior to earning them, the employee must reimburse the Employer for the advanced hours used.
 - (a) The reimbursement shall be made utilizing the employee's final paycheck upon separation of employment.
 - (b) In the event the paycheck cannot cover the amount owed, the employee shall make reimbursement via check to the Employer within thirty (30) days of separation and deliver it to the Finance Department.
- (7) **Callback:** In the event an employee is called back to work while using KTO during their regularly scheduled work hours, the employee shall revert to regular time. All unused KTO hours will remain in their KTO bank.
 - (a) Any callback occurring outside of the employee's regularly scheduled hours shall be compensated at the employee's applicable overtime rate.

11.5 Twenty-Four and a Half (24.5): An employee may be assigned to the twenty-four and a half (24.5) schedule. The Chief of Police shall have sole discretion to implement this schedule. If implemented, the following provisions will apply:

- A) The Chief of Police will review the schedule with the affected employees.
- B) Employees will work six (6) scheduled twenty-four and a half (24.5) hour shifts in a twenty-four (24) day work period, resulting in one-hundred forty-seven (147) hours worked.
- C) There will be four (4) squads assigned to a rotation.
- D) The work rotation will be as follows:
 - One (1) day on (24.5 hours)
 - Two (2) days off (47.5 hours)
 - One (1) day on (24.5 hours)
 - Four (4) days off (95.5 hours)
 - One (1) day on (24.5 hours)
 - Two (2) days off (47.5 hours)
 - One (1) day on (24.5 hours)
 - Four (4) days off (95.5 hours)
 - One (1) day on (24.5 hours)
 - Two (2) days off (47.5 hours)
 - One (1) day on (24.5 hours)
 - Four (4) days off (95.5 hours)

- E) Employees assigned to the twenty-four and a half (24.5) schedule shall receive one (1) five (5) hour extended rest period for each shift worked.
 - (1) Unless otherwise approved by a supervisor, the extended rest period shall be taken as close to the midpoint of the shift as possible.
 - (2) The extended rest period is intended for officers to sleep, rest, and recover in facilities provided by the Employer.
 - (3) Employees must respond to calls for service as needed while on their extended rest period.
 - (4) For the purposes of this schedule, the parties expressly agree to rest and meal periods that vary from and supersede the meal and rest periods stated by applicable WAC regulations.
 - (a) Mealtime shall consist of a thirty (30) minute break per twelve (12) hours as near to the middle of the twelve (12) hour block as convenient.
 - (b) Rest periods shall be taken intermittently, workload permitting, across the shift.
 - F) An employee may be changed to the Five-Eight (5/8) schedule for training, provided the employee will not be forced to use unscheduled personal leave.
 - G) **Overtime:** Employees who are directed to work in excess of one hundred forty-seven (147) hours in a twenty-four (24) day work period are entitled to overtime compensation.
 - (1) For the purposes of the twenty-four and a half (24.5) schedule, the parties agree to the following formula for calculating salary and the regular rate of pay:
 - (a) With a twenty-four (24) day work period, employees work an average of 15.208 work periods per calendar year ($15.208 \times 24 = 365$)
 - (b) Annual salary divided by 15.208 = Salary per 24-day work period.
 - (c) Salary per 24-day work period divided by 147 hours = Regular hourly rate of pay.
 - (d) The regular hourly rate of pay shall serve as the starting point for calculating overtime worked in a 24-day work period.
 - (2) This overtime language overrides anything contrary in this Agreement.
 - H) Time off taken shall be deducted from the employee's respective bank on an hour for hour basis and continue to accrue as provided in this Agreement.
 - I) There may be other topics relating to the twenty-four and a half (24.5) schedule that will need to be discussed for clarification purposes. The parties agree to meet promptly and discuss any such issues that arise.
- 11.6 Employees may be changed to an alternative shift or hours for training purposes, provided said employee will not be forced to use unscheduled personal leave.

- 11.7 **Schedule:** Tentative work schedules showing shifts, workdays, and hours shall be posted electronically at least twenty (20) days prior to the effective date of the shift.
- A) Seven (7) calendar days prior to the date of the shift a finalized schedule shall be posted. Thereafter, no further changes will be made except for approved shift exchanges, emergencies, or circumstances beyond the control of the Employer or employee.
 - B) No employee shall be required to work a shift with less than an eight (8) hour rest break between shifts, except for unusual occurrences or by mutual consent of the affected parties and the approval of their supervisors.
 - C) The Chief of Police or their designee has the final authority of the shift schedules to be worked in the department.
 - D) As used in this Article, "unusual occurrences" mean law enforcement related activities which occur on an infrequent or sporadic basis that are outside the scope of the normal routine activities of the department. Some examples of unusual occurrences are: Homicides Investigations, Serious Assault Case Investigation, Extreme Acts of Nature (floods, etc.), and unforeseen or unplanned personnel leave due to illness or injuries. This section is not intended to be used as a means to cancel pre-approved annual leave.
- 11.8 Under all circumstances the employee is required to be dressed and available to handle calls at the beginning of the scheduled shift.
- 11.9 Employees, with the approval of the Police Chief or his designee, may exchange days off when unforeseen circumstances arise. Such an exchange in shift shall not by itself constitute a basis for entitlement to overtime compensation.
- 11.10 **Overtime:** Overtime shall be earned and paid in quarter ($\frac{1}{4}$) hour increments with any portion rounded to the nearest quarter ($\frac{1}{4}$) hour. Overtime pay shall be based upon the employee's monthly wage divided by one hundred seventy-three and one-third (173.3) hours, multiplied by the applicable rate, which would be either time and one-half ($1\frac{1}{2}$) or two (2) times the hourly rate for double time.
- A) Regular scheduled shift changes shall not be a basis for overtime.
 - (1) Regular scheduled shift changes are defined as changes to an employee's start times and or days off every four months.
 - B) **Training:** Overtime hours associated with training and travel will not be included in the overtime calculation in this section and will be paid at time and one-half ($1\frac{1}{2}$) for any hours worked in excess of forty (40) hours in the work week.
 - C) **Court:** When required to appear in court to testify outside of the employee's regularly scheduled shift, the employee shall be paid a minimum of two (2) hours at the applicable time and one-half rate ($1\frac{1}{2}$). These two (2) hours will not be included in the overtime calculation in this section.
 - (1) A court appearance which begins or ends within, or is contiguous to, the employee's regularly scheduled shift shall be considered as a continuation of

that shift and will be included in the hour calculation of one and one-half (1½) or double (2) time compensation.

- D) **Meetings:** Employees required to attend patrol or staff meetings, outside of their regularly scheduled shift, shall be paid a minimum of two (2) hours at the rate of compensation at one and one-half (1½) times the applicable rate of pay.
 - (1) Patrol or staff meeting attendance which begins, ends, is within, or is connected to the employee's regularly scheduled shift shall be considered as a continuation of that shift.
- E) The Employer has the right to schedule overtime work consistent with the Employer's obligations to the public. Though employees may not refuse overtime, voluntary arrangements will be used to the extent practical. The Employer will endeavor to give ample advance notice of overtime assignments and shall distribute overtime equitably among those qualified to perform the work.
- F) **Callback:** In the event of an employee being called back to duty outside of the employee's regularly scheduled shift, the employee shall be paid a minimum of two (2) hours. This minimum shall be included in the hour calculation for one and one-half (1½) or double (2) time compensation.
- G) **Vacation Callback:** Employees called back to work when off on scheduled annual leave shall be paid for time actually worked at double the employee's regular straight time rate of pay; any such hours the employee is unable to take when called back to work will be placed back into said employee's annual leave bank.
 - (1) Employees called back to work on a scheduled day off taken in combination with a scheduled annual leave (vacation) consisting of seven (7) consecutive calendar days shall be paid for time actually worked at double the employee's regular straight time rate of pay.
- H) **Compensatory Time Off:** Compensatory time off in lieu of pay may be granted by the Chief of Police or their designee upon employee's request. Said time shall be credited at time and one-half (1½) the overtime hours worked and may accrue to a maximum of thirty-two (32) hours.
 - (1) Any compensatory time not taken by November 30, shall be paid on the first pay day in December.

ARTICLE 12 – PAY ARRANGMENTS & TERMINATION OF EMPLOYMENT

- 12.1 **Paydays:** All employees shall be paid on the seventh (7th) and twenty-second (22nd) days of each month, provided, however, if said dates fall on a weekend or holiday, then salary shall be paid on the last business day immediately preceding such holiday or weekend. There shall be no deduction other than required by law or authorized in writing by the employee.
- 12.2 **Termination:** An employee who resigns shall provide fourteen (14) calendar days written notice of resignation, which shall include the reason for resignation and the last day of work, provided that such notice may be shorter with approval of the Chief of Police or their designee. Upon termination all accrued vacation days, and other authorized earned time

shall be paid as provided herein, however, an employee who fails to provide such notice shall forfeit an equal number of accrued vacation time. In case of death of an employee, such compensation shall be made to the next of kin of the deceased in accordance with State statute (RCW, Title 11).

- 12.3 **New-Hire Reimbursement:** All employees hired on or after January 1, 2020, who separate from City service within two years (2) of being hired, are obligated to reimburse the City for the expenses incurred with training, backgrounding, uniforms, and related costs, in accordance with the terms of City's pre-hire "Contract for Reimbursement of Hiring and Training Expenses." Any such reimbursement costs shall be pro-rated based on the number of calendar months served and may be waived at the discretion of the City Manager for good cause shown.

ARTICLE 13 – CLASSIFICATIONS, WAGE RATES & OTHER COMPENSATION

- 13.1 **Base Wages:** The monthly wages for employees covered by this Agreement are set forth in Appendix "A", attached hereto and made part of this Agreement.
- A) The calculations contained in Appendix "A" shall be determined by the Finance Director.
- 13.2 **Deferred Compensation:** The Employer shall offer employees deferred compensation accounts through a program selected by the Employer. The Employer shall match employee contributions on a dollar-for-dollar basis, up to a maximum of two and one-half percent (2.5%) of the employee's base wage.
- 13.3 **Extra Duty Employment:** Any private organization, entity or individual seeking special services for security or traffic control from members of this department must submit a written request to the Chief of Police in advance of the desired date of service.
- A) Extra Duty Employment will be assigned, monitored, and paid through the Employer.
- B) Each request will be reviewed by the Chief of Police who has the sole authority to approve or deny such a request.
- C) Any employee working Extra Duty Employment shall be subject to the following conditions:
- (1) The employee shall wear their department assigned uniform and identification.
 - (2) The employee shall operate their assigned, marked, patrol vehicle.
 - (3) The employee shall be subject to the rules and regulations of this department.
 - (4) No employee may engage in Extra Duty Employment during or at the site of a strike, lockout, picket, or other physical demonstration of a labor dispute.
 - (5) No employee may engage in Extra Duty Employment as a peace officer for any other public agency without prior written authorization of the Chief of Police.

- (6) The employee may be called back to normal duty when working in Extra Duty Employment, based on staffing shortages or emergency calls for service at the supervisor's discretion.
 - (a) During such callbacks, the employee will revert back to the normal overtime process.
 - (b) For the purpose of billing the vendor, the time spent off-site and off mission will be forwarded by email to the Deputy Chief of Police explaining the reason.
 - (7) Employees may not take any form of banked leave to work Extra Duty Employment.
- D) **Selection:** Upon request for services, the Deputy Chief of Police will be assigned to coordinate duties, scheduling, and limitations of service with the requesting entity.
 - (1) Extra Duty Employment will be posted to the electronic schedule and will be claimed on a first come first serve basis.
 - (a) An email will be sent out to employees twenty-four (24) hours prior to the shifts being posted, indicating the time the shifts will be posted and available to claim.
 - (b) Any disputes of fairness will be resolved by the Deputy Chief of Police.
- E) **Compensation:** Extra Duty Employment hours will be paid through normal Employer payroll.
 - (1) Compensation will commence when the employee is "on-duty, on-site" and continue until they leave the worksite.
 - (2) Compensation shall be at an hourly rate of \$56.97.
- F) **Arrest & Reporting Procedure:** Any employee making an arrest or taking other official police action while working Extra Duty Employment shall be required to complete all related reports in a timely manner pursuant to department policy.
 - (1) Time spent on the completion of such reports shall be considered incidental to the assignment and should be reported as time worked on the employee's time records.
- G) **Reporting Changes:** Employees are required to material changes in the assignment that occur after its approval has been granted to the Deputy Chief of Police.
 - (1) Such changes include any material change in the number of hours or the types of duties or demands of the assignment.
 - (2) Employees who are uncertain whether a change in assignment is material are advised to report the change.

ARTICLE 14 – VACATION LEAVE

- 14.1 **Eligibility:** Employees are eligible to use accumulated vacation leave after six (6) months of employment.

14.2 Vacation Accrual: Vacation leave is accrued starting the employee's first day of employment as follows:

0 – 3 Years (0 – 36 Months) of Service	8 Hours Per Month
3 – 5 Years (37 – 60 Months) of Service	10 Hours Per Month
5 – 9 Years (61 – 108 Months) of Service	12 Hours Per Month
9 – 15 Years (109 – 192 Months) of Service	13.3 Hours Per Month
15 + Years (193 + Months) of Service	16.67 Hours Per Month

A) Years of service shall be determined by the employee's years of aggregate service as a commissioned law enforcement officer.

(1) Years of aggregate service as a law enforcement officer shall be defined as any years worked as a general authority peace officer (***RCW 10.93.20***) or the commensurate law enforcement commission in another jurisdiction.

(2) Employees seeking recognition for previous years of service shall provide a letter or other documentation from the qualifying commissioning agency, confirming years of service prior to their official start date. Thereafter, employees will receive credit prospectively upon the date of the Employers receipt of documentation from the qualifying commissioning agency, confirming years of service.

14.3 Use of Vacation: The dates and length of time an employee uses accumulated vacation requires prior approval by the employee's immediate supervisor. The supervisor must take into account the wishes of the employee as well as the needs of the Employer.

A) Employees are expected to plan as far in advance as is practical of their request for and use of vacation and communicate those requests to their supervisor.

B) Vacation leave may be used as accumulated. Vacation leave, however, is not available for use until earned and posted to the employee's accrued vacation leave following the end of the current pay period.

C) An employee's vacation may not exceed the amount of vacation time the employee has in their vacation bank.

D) **Vacation Bidding:** The Employer will commence vacation bidding November 1st, of each year, in the order of employee seniority, for the next calendar year.

(1) Employees will meet with their respective supervisor, in order of seniority, and select one (1) block of vacation, of a minimum of forty (40) hours not to include days off.

(2) Each employee will have one (1) chance and then it will move to the next employee in order of seniority.

(3) This process will be repeated, allowing each employee to have two (2) selections, and will be completed by December 1st of each year.

(4) Once employees have selected their two (2) blocks of vacation, and once approved, employees cannot cancel or retract such choices within twenty (20) calendar days of the date on such leave is to commence.

- (5) After this process, any vacations scheduled during the remainder of the calendar year (and requested over twenty (20) days in advance of the requested time off), shall be scheduled in the order of request without regard for seniority.
- E) All requests for vacation are subject to the final approval of the Chief of Police or their designee.
 - (1) If a request for vacation is denied, the reason for the denial shall be communicated to the employee.
- 14.4 **Maximum Hours:** As of December 31, of each year, employees may accumulate a maximum of two hundred forty (240) hours of vacation leave. Any hours in excess of this cap shall be forfeited. Employees are expected to responsibly manage their vacation leave balance to avoid shortfalls and excesses.
 - A) No employee shall lose accumulated vacation because a request has been denied, unless reasonable opportunities for leave have been refused by the employee.
- 14.5 **Vacation Cashout:** An employee may, once each calendar year, request and receive payment in exchange for vacation, up to a maximum of forty (40) hours.
 - A) An employee requesting the cashout does not need to provide justification, however, they must have taken forty (40) hours of actual vacation time off, prior to the time of the request.
 - B) The cashout must not bring the employee's vacation bank below forty (40) hours.
- 14.6 **Leave of Absence:** An employee who is granted military leave or another leave of absence exceeding one hundred eighty (180) calendar days may request payment for any accumulated vacation remaining in their bank as of the effective date of the leave.
- 14.7 **Vacation Payoff at Termination:** A terminating employee is paid for the accumulated vacation, up to a maximum of two hundred forty (240) hours at the time of separation.
 - A) When termination is caused by an employee's death, such compensation shall be made to next of Kin, in accordance with RCW Title 11.
- 14.8 **Holiday Leave:** The following are recognized as holidays by the Employer:

Holiday:	When Recognized:
New Year's Day	January 1 st
Martin Luther King Jr. Day	3 rd Monday in January
Presidents Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Christmas Eve	December 24 th
Christmas	December 25 th
Floating Holiday	As approved

- A) Given the work conducted by the Police Department, most employees in the bargaining unit cannot be permitted to take Holidays on the day they fall. As a result, each employee shall be credited with one hundred and forty-four (144) hours, twelve (12) days of Holiday time, including the floating holiday, with pay, effective January 1st, annually.
- B) Holiday time must be taken during the calendar year earned or the leave will lapse December 31st.
- C) Though Holiday time is credited in total at the beginning of the calendar year, it shall be earned at the rate of twelve (12) hours per month.
 - (1) Employees entering or leaving service with the Employer during the calendar year will have their Holiday time pro-rated accordingly.
- D) **Callback:** In the event an employee is called back to work while using Holiday time during their regularly scheduled work hours, the employee shall revert to regular time. All unused Holiday time hours will remain in their Holiday bank.
 - (1) Any callback occurring outside of the employee's regularly scheduled hours shall be compensated at the employee's applicable overtime rate.
- E) Should an employee leave employment with the Employer having used Holiday time prior to earning it, the employee must reimburse the Employer for the advanced hours used.
 - (1) The reimbursement shall be made utilizing the employee's final paycheck upon separation of employment.
 - (2) In the event the paycheck cannot cover the amount owed, the employee shall make reimbursement via check to the Employer within thirty (30) days of separation and deliver it to the Finance Department.

ARTICLE 15 – LIABILITY INSURANCE

- 15.1 Subject to the limits in the liability insurance policies and programs as determined from time to time by the Employer, the Employer will provide claims protection for conduct or acts occurring within the scope of employment as defined by the applicable policy. The employees agree to fully cooperate with the Employer as pertains to any and all defenses. The Employer shall not be responsible for nor provide liability insurance coverage for employee acts of dishonesty, fraud, criminal acts, malicious acts, and/or any intentional misconduct by employees.

ARTICLE 16 – HEALTH CARE BENEFIT PLANS

- 16.1 **Medical:** The Employer will pay one hundred percent (100%) of the premiums for employees and ninety percent (90%) of the premiums for the employees' spouse/dependent coverage.
 - A) Employees will pay the remaining ten percent (10%) of the premiums for spouse/dependent coverage through payroll deductions.

- 16.2 **Dental:** Except as provided in Section 16.4, the Employer will pay one hundred percent (100%) of the composite premium for the Washington Counties Insurance Fund WDS Dental Plan D.
- 16.3 **Vision:** Except as provided in Section 16.4, the Employer will pay one hundred percent (100%) of the composite premium for the VSP Vision Extended Plan.
- 16.4 The Employer's obligation to pay the composite premiums for dental and vision coverage as provided in Sections 16.2 and 16.3 shall not exceed a combined total of \$137.60 per employee.
- A) Should the total composite premium exceed the maximum amount, the employee will be responsible for any additional cost through payroll deductions.
- 16.5 In addition to the above benefits, the Employer shall provide each employee with a twenty-thousand-dollar (\$20,000) life insurance policy at no cost to the employee.
- 16.6 **Employee Responsibility:** Each employee has been provided a copy of this Agreement and current copies of the benefit description booklets for each of the above cited plans. It is the responsibility of the employee to read this material to determine when he or she will become eligible for each benefit. In the event an employee should have a month go by in which he is not compensated for the required number of hours for the Employer to pay his or her premium, it is the employee's responsibility to make alternate arrangements for premium payment to continue coverage(s).

ARTICLE 17 – DISCIPLINE – DISCHARGE – SUSPENSION – LOUDERMILL

- 17.1 The Employer may discipline an employee subject to just cause. Examples of just cause for discipline are as follows:
- A) Consuming intoxicants and/or prescribed medication while on duty or in a manner which affects the officer's ability to perform his or her duties, improper and/or illegal use or possession of a controlled substance at any time.
- B) Reporting for duty with the presence of alcohol, controlled substances and/or prescribed medication in the officer's bodily system (blood, breath and/or urine) which affects the officer's ability to perform his or her duties.
- C) Disobedience to a lawful order given by a superior officer.
- D) Incompetence, inability to comply with or support goals of the Police Chief relating to the amount and quality of work.
- E) Deliberate destruction of the Police Department's or another employee's property.
- F) Neglect of duty.
- G) Discourtesy to the public while on duty, or while identified as a police officer.
- H) Refusal to comply with any lawful departmental rule; provided that such rule shall be posted in each department where it may be read by all employees.
- I) Disorderly conduct.

- J) Sleeping on duty: Sleeping on duty is normally prohibited conduct. The only exception to this clause would be sleeping during a designated 5-hour extended rest period if the employee is assigned to the 24.5-hour schedule.
- K) Dishonesty.
- L) Giving or taking of bribes.
- M) Failure to report for duty without authorization from his or her immediate supervisor.
- N) Excessive absenteeism which has no lawful reason and/or which is not subject to protected status leave.
- O) Borrowing or taking tools, equipment, or other property of the Police Department for private or personal use; however, if such property may properly be loaned to members of the public, then it may be loaned to employees who follow the normal checkout procedures.
- P) Abuse of sick leave by falsification and/or misrepresentation.
- Q) Criminal conviction, or alternative disposition, as a result of a criminal case.
- R) Those items included in the Toppenish Civil Service rules and regulations and the Toppenish Police Department Policies and Procedures Manual and City Personnel Policies.

17.2 Disciplinary action or measures shall include only the following:

- A) Verbal reprimand, which may be documented in writing;
- B) Written reprimand;
- C) Suspension without pay;
- D) Demotion (where applicable);
- E) Discharge (termination).

17.3 The Employer has the right to administer a combination of the above disciplinary action(s) such as a suspension without pay and PIP or demotion and PIP or demotion, PIP and last chance agreement, etc.

17.4 The parties agree that coaching and counseling is intended to be a valuable tool to help employees learn and improve and is therefore not intended as discipline. As a result, coaching and counseling is not discipline, carries no penalty, and is not subject to the grievance procedure.

17.5 The parties agree that progressive and escalating levels of discipline are preferable for minor violations of work rules in order to allow an employee notice of misconduct and to allow the Employer to document prior disciplinary matters.

- A) The parties agree that for serious misconducts and/or performance issues, progressive and escalating levels of discipline are not necessary, and the Employer can proceed directly to the higher levels of disciplinary action up to and including discharge regardless of whether the employee has any prior disciplinary actions in his or her file. When progressive and escalating levels of discipline for minor

violations is being considered, the level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline; the order in which these criteria appear is not indicative of his or her priority. Subject to the tenets of just cause, all previous disciplinary actions in an employee's file may be evaluated and considered in a disciplinary action.

- 17.6 Administrative Leave:** When the Chief of Police has reasonable belief that circumstances are such that retention of the employee will likely result in disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer/Chief of Police has the right to place the employee on administrative leave with pay immediately, pending an internal affairs investigation and potential discipline. In such cases, the specified charges/allegations against the employee shall be made available to the employee and the Association, in writing, by the Employer not later than three (3) working days after the employee was placed on administrative leave with pay.
- 17.7 Probationary Period:**
- A) Entry Level:** Newly hired employees serve a probationary period of up to eighteen (18) calendar months. Probationary employees shall work under the provisions of this Agreement, during which period they are subject to being discharged without just cause and without any recourse.
 - B) Lateral:** Lateral hire and/or an employee eligible to be certified by CJTC equivalency academy shall serve a probationary period of twelve (12) calendar months. Such employee shall be on a trial basis, during which period he or she is subject to being discharged without just cause and without any recourse for his or her discharge.
- 17.8** The employee shall have the right to inspect his or her personnel file. The employee shall have the right to add his or her written comments to materials added to the personnel file.
- 17.9 Suspension without Pay, Demotion, Last Chance Agreements, Performance Improvement Plans (PIPs) and Discharge:** Any suspension without pay, demotion, last chance agreement, PIP and discharge shall remain permanently in the personnel file.
- 17.10 Suspension without Pay, Demotion, and Discharge:** The Employer has the right to suspend without pay, demote, or discharge/terminate an employee for just cause. Prior to implementing disciplinary action, the Employer will present to the Association and employee a letter/written notice of pre-disciplinary action meeting which shall contain a description of the violation(s), misconduct(s) and/or performance problems as well as the City and departmental policies, procedures, rules, regulations, etc. being relied upon by the Employer. The written notice will indicate that the employee has the right to have his or her Association representative present at the pre-disciplinary action meeting.
- A)** If the Association representative is present, he will not interfere with the conduct and completion of the pre-disciplinary action meeting. The notice will set forth the date, time, and location of the pre-disciplinary action meeting.
- 17.11** The purpose of the pre-disciplinary action meeting is to provide the employee with an opportunity to explain his or her side of the facts, misconducts, violations and/or

performance problems before the Employer implements disciplinary action. The Employer will issue a written decision regarding disciplinary action(s) will be implemented within a reasonable time after the pre-disciplinary action meeting. The timing of issuance of the written decision is dependent on the complexity of the facts, investigations, and whether the Employer believes further investigation is necessary.

- 17.12 Notification and Representation:** The limitations relating to notification of disciplinary action are only for employee notification purposes and shall not adversely affect the validity of disciplinary action taken by the Employer.

ARTICLE 18 – GRIEVANCE & ARBITRATION PROCEDURE

- 18.1 Grievance Defined:** For the purposes of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of the Agreement.

- 18.2 Grievance Adjustment Steps:** Grievances shall be processed within ten (10) business days of the date on which the grievance occurred or when the employee reasonably should have known about the occurrence thereof in the following manner:

Step 1: An employee and/or the Association shall discuss the grievance with the employee's immediate supervisor outside of the bargaining unit. The employee may meet with or without an Association representative and shall document the meeting with a memorandum signed by the employee and the supervisor. The supervisor shall respond to the grievance as quickly as possible, but not later than ten (10) business days after the grievance is first discussed.

- (1) If the supervisor fails to timely respond, the grievant has the right to move the grievance to Step 2 no more than ten (10) business days after the supervisor's response was due. Business days are Monday through Friday, excluding holidays.

Step 2: If, within ten (10) business days from receipt of the immediate supervisor's reply, the grievance remains unresolved, the employee or the Association shall submit written notice to the Chief of Police with a copy to the Association if submitted by the employee, including: 1) statement of the grievance and relevant facts; 2) specific provisions of the Agreement violated; and 3) remedy sought. The Police Chief shall meet with the grievant and the Association and attempt to resolve the grievance. The Chief of Police shall respond to the employee or the Association in writing within ten (10) days after the meeting with a copy to the Association.

Step 3: If, within ten (10) business days from receipt of the Chief of Police's reply, the grievance remains unadjusted, the grievance may be submitted to the City Manager. The City Manager may meet with the aggrieved party, the Chief of Police, and the Association representative, and shall respond within ten (10) business days of the meeting, with a copy to the Association.

Step 4: If the grievance still remains unsettled, the Association may, within ten (10) business days after the reply of the City Manager is due, serve written notice to the City Manager of the Association's intention to arbitrate the grievance.

- 18.3 Arbitration:** After the grievance has been so submitted, the parties will attempt to mutually agree on an arbitrator within ten (10) business days of submission. If the parties are unable to agree then either party may request from the Washington Public Employment Relations Commission (PERC) a list of nine (9) arbitrators. The parties shall select an arbitrator from the list by alternatively striking a name, with the first strike being determined by lot. The final name left on the list shall be the arbitrator. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify, add to or detract from the terms of the contract. The arbitrator shall not have the authority to award punitive damages. The arbitrator's decision shall be within the scope and terms of the contract and in writing including detailed findings and conclusions, together with an explanation of the reasoning utilized in making the decision. The arbitrator shall be asked to submit his or her decision within thirty (30) days of the date of the hearing.
- 18.4** For disciplinary grievances heard by an arbitrator, the arbitrator shall be assigned by PERC under the arbitrator assignment process for law enforcement personnel disciplinary grievances established by law.
- 18.5 Grievance Administration Issues:** Each party shall be responsible for paying the costs of presenting its own case in arbitration, including the payment of the party's own attorney fees, any non-employee witnesses, and expert witnesses. The costs of the arbitrator and hearing room shall be borne by each party paying fifty percent (50%) of any and all arbitrator fees, costs, etc. Either party has the right to request a court reporter and transcript and, if such a request is made, each party shall share fifty percent (50%) of the court reporter's fees and the costs. Days shall be counted as calendar days.
- 18.6 Time Limits:** Failure of an employee and/or Association to submit a grievance in accordance with the time limits listed above and failure of the employee and/or Association to timely pursue a grievance to the next step shall constitute abandonment and dismissal of the grievance. This does not preclude the parties from extending the grievance time limits by mutual agreement.
- 18.7 Election of Remedies:** The Association, on behalf of an employee, shall have the right to have a disciplinary action against the employee reviewed for just cause in accordance with this Agreement either by the City's Civil Service Commission or through the grievance procedure of this Agreement. Once the Association, on behalf of an employee, elects the forum for review, the employee and the Association are both bound by the procedural requirements of that forum. That selection shall be final and the Association and said employee cannot pursue the matter under the other forum.
- A)** If the Association, on behalf of an employee, or the employee on his or her own, elects to have a disciplinary action against the employee reviewed by the City's Civil Service Commission, the Association, or the employee on his or her own, must make the request within ten (10) working days of the disciplinary action otherwise the disciplinary action shall be final and binding. The Association, or the employee on his or her own, must file a written demand for an investigatory hearing regarding the disciplinary action through the City's Civil Service Commission, and the matter shall be handled in accordance with applicable procedures as contained in the Rules and Regulations of the City's Civil Service Commission.

ARTICLE 19 – UNIFORMS & EQUIPMENT

- 19.1 The Employer shall provide serviceable uniforms and standard issue equipment specified in the Department Policy Manual promptly to new employees and on an exchange/replacement basis to regular employees.
- A) For the purposes of this article, the life cycle of a jumpsuit is three (3) years.
 - B) The employer shall provide uniform cleaning and maintenance as required to maintain clean and serviceable uniforms.
- 19.2 **Equipment Allowance:** The Employer shall provide each employee with a six-hundred-dollar (\$600) annual allowance for the purchase of job-related equipment and footwear not otherwise issued by the Employer. This allowance may be used for items such as boots, binoculars, knives, flashlights, multi-tools, gloves, or other approved gear that supports or enhances the performance of their duties.
- 19.3 **Detective Clothing Allowance:** The Employer shall provide employees assigned to the Investigations Division with a four-hundred-dollar (\$400) clothing allowance annually.
- 19.4 All uniforms and equipment items shall be subject to the prior approval of the Chief of Police or their designee, and purchases must be made in accordance with the Employer's purchasing procedures.
- 19.5 **Individually Assigned Vehicles:** The Employer shall assign each employee a vehicle that is adequate and properly equipped to perform the duties of their assigned position. The employee shall have the ability to take that vehicle home, subject to the following conditions:
- A) The employee must have successfully completed the departments Field Training Officer Program.
 - (1) The Chief of Police may grant exceptions to this requirement for lateral hire employees.
 - B) The employee must reside within a thirty (30) mile radius of the city limits.
 - (1) Employees assigned to specialty positions may be granted an exception to the residency requirement, subject to approval by the Chief of Police.
 - C) An employee's vehicle take home privileges are contingent upon the employee's compliance with department policies regarding vehicle use, maintenance, and readiness for duty. Privileges may be suspended or revoked by the Chief of Police should it be determined that the employee has violated such policies.
 - D) In the event of a vehicle shortage, vehicle assignments may be prioritized based on operational need, with preference given to employees who are required to respond to incidents outside of their regularly scheduled shifts, as determined by the Chief of Police.
 - (1) Sergeants, Detectives, K9 Officers, and SWAT Operators shall be considered high priority for the purpose of vehicle assignment.

ARTICLE 20 – ASSOCIATION ACTIVITY

- 20.1 Bulletin Board:** The Employer agrees to provide a suitable space, not to exceed six (6) square feet, for use as an Association bulletin board. This space shall be used exclusively for posting official Association materials, including notices of meetings and elections, election results, changes to bylaws, notices of social events, and other similar Association business. All postings shall be limited to the designated official bulletin board.
- 20.2 Association Business:** Members of the Association, not to exceed two (2) in number, shall be granted leave from duty without loss of pay to attend meetings with the Employer for the purpose of negotiating wages, hours, and working conditions, or handling grievances, disputes, or other Association business, provided such meetings occur during the employees scheduled duty hours. Whenever practicable, such meetings shall be scheduled to minimize disruption to operations and avoid scheduling conflicts.
- 20.3 Investigations Unit:** At least one (1) position may be rotated every three (3) years in order for employees to gain experience outside of their regular patrol duties; provided, however, such rotations are subject to the approval of the Chief of Police, based on his assessment of the department's needs and availability of skilled personnel for the investigations division.
- A) An evaluation period of three (3) months may be imposed to determine the suitability of the selected employees. Following the evaluation period, the Chief of Police or their designee will determine the suitability of the employee for the position.
 - B) Employees who have completed three (3) years in the detective division may submit a written request for a one-year extension. Approval of such extensions shall be at the sole discretion of the Chief of Police.
 - C) **Selection:** The selection process shall include a department wide announcement for the opening detective position, a letter of interest from the employee, and an interview process. The Chief of Police has sole discretion for selecting a candidate.
- 20.4 K-9 Unit:** Employees may be assigned to the K-9 Unit as a K-9 Handler based on the Chief of Police's assessment of the department's needs and availability of skilled personnel for the K-9 Unit.
- A) **Kennel Time:** Employees assigned to the K-9 Unit who are currently responsible for the care and handling of a canine shall receive one (1) hour of compensable time per shift to account for off-duty activities related to the care, maintenance, and training of said canine.
 - (1) For example, an employee assigned to a 12-hour shift will be scheduled to work 11 hours, with the remaining one (1) hour credited as "Kennel Time" to compensate for off-duty responsibilities such as feeding, grooming, exercising, and training the K-9.
 - (2) Employees shall receive kennel time while using leave, only when the canine is in the care of the handler and not at a boarding facility.

- (3) The employee must schedule the use of kennel time with their immediate supervisor.
 - B) Employees whose assigned K-9 has been removed from service due to retirement, medical issues, or other reasons, and who remain in good standing, may submit a written request for a new K-9. Approval of such requests shall be at the sole discretion of the Chief of Police.
 - C) **Selection:** The selection process shall include a department wide announcement for the opening K-9 position, a letter of interest from the employee, and an interview process. The Chief of Police has sole discretion for selecting a candidate.
- 20.5 **Other Specialty Assignment:** At least three (3) specialty positions may be rotated every three (3) years to provide employees with opportunities for additional investigative, leadership, and supervisory experience beyond their regular patrol duties. Such rotations and total staffing levels shall remain at the discretion of the Chief of Police, based on the operational needs of the department and the availability of qualified personnel.
- A) Specialty assignments include, but are not limited to, positions such as Corporal, SWAT, and Task Force roles.
 - B) Employees who have completed three (3) years in a specialty assignment may submit a written request for a one-year extension. Approval of such extensions shall be at the sole discretion of the Chief of Police.
 - C) **Selection:** The selection process shall include a department-wide announcement for the opening specialty position, a letter of interest from the employee, and an interview process. The Chief of Police has sole discretion for selecting a candidate.
- 20.6 **Department Retirement Credentials:** An employee who retires or otherwise separates from service after completing ten (10) or more years of aggregate law enforcement service, and who separates while in good standing with the Employer, shall receive a retirement identification card at the discretion of the Chief of Police.

ARTICLE 21 – MISCELLANEOUS PROVISIONS

- 21.1 **Medical Exams:** Any physical and/or mental examination(s), except for physicals required for purposes of entrance and applications, State disability requirements, Civil Service Commission requirements, and Retirement System requirements, which are required by the Employer, shall be taken on Employer time and shall be paid by the Employer. If the Employer requires a physical and/or mental examination, the employee shall undergo the physical or mental examination by a physician or institution specified by the Employer.
- 21.2 **Gender:** Where masculine gender has been used in any provision of this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for any position, classification, or the benefits provided in this Agreement.
- 21.3 **Non-Discrimination:** It is mutually agreed that there shall be no discrimination because of lawful Association activity, Association membership, race, color, religion, sex, age, marital status, sexual orientation, national origin, genetic information (Title II of the Genetic Information Nondiscrimination Act of 2008), or disability that does not prevent proper

performance of the job (bona fide occupational qualification). The Association and Employer representatives shall work cooperatively to carry out these principles. Employees who believe they have been discriminated against shall either use the Grievance Procedure in this CBA or seek relief through EEOC, WSHRC, and/or court proceedings, but not both venues.

- 21.4 Subcontracting:** During the term of this Agreement, the City retains the discretion to discontinue law enforcement operations and contract with a different agency, including but not necessarily limited to the Yakima County Deputy Sheriff's Department. Should the City exercise the discretion to contract out, the City agrees to make a good-faith effort to ensure all active sworn personnel are offered employment with the contracting law enforcement agency. However, the parties agree and understand that the contracting law enforcement agency retains the sole discretion to determine the personnel to extend job offers to. Should the City's sworn personnel not be offered employment by the contracting law enforcement agency, the City and the Association agree to enter into "impacts" bargaining. Such "impacts" may include, for example, letters of reference for other employers, eligibility to apply for other vacant City positions, etc.
- A) During the term of this Agreement, should the City suffer a staffing crisis making it impossible to provide adequate law enforcement coverage with existing personnel, the City may temporarily subcontract with another law enforcement agency to provide supplemental law enforcement coverage. Any such temporary subcontracting is not intended to reduce work opportunities for existing City's police officers, assuming no risk to their health and safety.

ARTICLE 22 – PERSONNEL FILES

- 22.1 File Access:** An employee or designated representative shall have the right to view material in his personnel file during regular business hours (9:00 a.m. to 5:00 p.m., Monday through Friday). Requests for copies will be honored at a cost of ten cents (\$.10) per copy. The Employer reserves the right to protect the confidentiality of any information which pertains to individuals other than the employee. The Employer may withhold internal investigatory information until such time as such information is used for disciplinary action.
- A) Upon receiving a request for all or part of a personnel file, the affected employee shall be notified of the request, and the information shall not be released for a period of five (5) business days from the time of said notification, except upon service of a court order or subpoena properly recorded and signed by a judge or magistrate demanding immediate release. Employee disciplinary records may be subject to a public records request and the Employer is obliged to comply with the legal requirements pertaining to such requests. In no event shall the employee and/or the Association interfere with the Employer's obligations pertaining to such requests. Any and all issues regarding such requests shall not be subject to the grievance procedure in this Agreement.
- 22.2** The Employer will provide an employee with a copy of any derogatory or negative report placed in his personnel file at the time of the action.
- 22.3 Performance Evaluation:** Employer evaluations shall be final and not subject to grievance unless said evaluation results in disciplinary action and/or an economic loss to the

employee. Employees will be provided with a copy of the evaluation at the time it is finalized by the Employer. Employees may, however, choose to attach a written response to the evaluation within thirty (30) calendar days after receipt.

ARTICLE 23 – SAVINGS CLAUSE

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

ARTICLE 24 – TERM OF AGREEMENT

- 24.1** This Agreement shall be in full force and effect from and including January 1, 2026, through December 31, 2028, except as otherwise provided in the terms of this Agreement and except for contract language changes which shall be effective beginning in the payroll period following signature by the last signing party.
- 24.2** **Negotiations:** Upon proper notice by either party to this Agreement, at least one hundred fifty (150) days in advance of the expiration date of this Agreement, the Association and Employer shall commence collective bargaining for the purpose of a successor Agreement.

(Signature page follows)

SIGNATURE PAGE

CITY OF TOPPENISH:

**TOPPENISH POLICE OFFICERS
ASSOCIATION & THENELL LAW
GROUP:**

Dan Ford, City Manager

Zackary A. Williams, Guild President

Adam Vaughn, Finance Director

Jared Paulson, Thenell Law Group

APPENDIX “A” – WAGE RATES

- 2026** Effective January 1, 2026, employees shall receive a general wage increase equal to three percent (3%), applied to base pay.
- 2027** Effective January 1, 2027, employees shall receive a general wage increase equal to three percent (3%), applied to base pay.
- 2028** Effective January 1, 2028, employees shall receive a general wage increase equal to three percent (3%), applied to base pay.

APPENDIX “B” – LONGEVITY & INCENTIVE PAY PREMIUMS

B.1 Longevity Pay: Employees shall receive longevity pay applied to their base wage, as follows:

After four (4) years of service: One and one-half percent (1.5%)
After nine (9) years of service: Three percent (3%)
After fourteen (14) years of service: Four and one-half percent (4.5%)

- (1) Employees shall receive years of service credit for each continuous year of employment with the Employer.
 - (a) The Employer may, at the discretion of the Chief of Police, grant aggregate years of service credit to new lateral employees based on their relevant prior experience.
 - (b) Years of aggregate service as a law enforcement officer shall be defined as any years worked as a general authority peace officer (*RCW 10.93.20*) or the commensurate law enforcement commission in another jurisdiction.
 - (c) Employees seeking recognition for previous years of service shall provide a letter or other documentation from the qualifying commissioning agency, confirming the years of service prior to their official start date. Thereafter, employees will receive credit prospectively upon the date of the Employers receipt of documentation from the qualifying commissioning agency, confirming years of service.

B.2 Field Training Officer Pay: Employees assigned as a Field Training Officer shall receive an additional ten percent (10%) above their base wage for those hours assigned a student officer.

B.3 Instructor Pay: Employees assigned as a Department Authorized Instructor shall receive two hundred dollars (\$200) per training cycle.

B.4 Education Pay: Employees who meet the specified educational requirements and provide written proof shall receive an educational incentive above their base wage for job-related studies approved by the Chief of Police, as follows:

AA/AS: Two percent (2%)

BA/BS: Four percent (4%)

B.5 Bilingual Pay: Employees who are certified by the Employer as Interpreters shall receive an additional three percent (3%) above their base wage for the Spanish language and fifty dollars (\$50) a month for any other language or interpreter skill, as approved by the Chief of Police, in accordance with the terms and conditions of the Employer’s Bilingual Pay Program.

B.6 Investigator Pay: Employees assigned to the Investigation Division who have successfully completed the Detective evaluation period shall receive an additional three percent (3%) above their base wage.

- B.7 Specialty Pay:** Employees assigned to a specialty in *Article 20 Section 20.5* shall receive an additional three percent (3%) above their base wage.
- B.8 K9 Incentive Pay:** Employees assigned to the K-9 Unit shall receive an additional three percent (3%) above their base wage.
- B.9 Incentive Cap:** Excluding Longevity, Education, Field Training Officer, and Instructor pay, all other pay incentives may be combined for a total of six percent (6%) above their base wage.
- B.10 Officer Referral Bonus:** Existing employees who recruit a candidate officer who is hired and successfully completes probation shall be paid a five-hundred-dollar (\$500) referral bonus for entry level officers and a one-thousand-dollar (\$1,000) referral bonus for later officers, under the following conditions:
- A)** The incentive will only be paid once the new hire successfully completes probation.
 - B)** The existing employee's referral must not be the result of paid outreach or recruiting efforts.
 - C)** The new hire must confirm the employee claiming to have made the referral was in fact responsible for recruiting them.
 - (1)** If more than one employee claims to have made the referral, the new hire will designate which employee recruited them, and the bonus will either be paid to a single designated employee, or the incentive will be split among multiple employees.
 - D)** The incentive will be paid on the referring employee's paycheck within two (2) pay periods of the new hire's successful completion of probation.
- B.11 Performance Bonus:** Any employee at the top step of the pay scale who receives marks of "Meets Expectations" or higher on each section of their performance review is eligible for a five-hundred-dollar (\$500) bonus on their anniversary date.
- A)** This bonus shall not be contingent upon meeting any form of quota, including but not limited to quotas for citations issued or arrests made.

Meeting Date: September 29, 2025

Subject: AB 25-81: [Proposed] Resolution No. 2025-66 Approving a services agreement with Yakima Waste for Commercial Refuse Collection

Attachments: 1. Resolution No. 2025-66 Commercial Refuse
2. Exhibit A Large Container Garbage Contract

Presented By: Adam Vaughn, Finance Director

Approved for Dan Ford, City Manager

Agenda By:

Discussion:

Earlier this year, City staff solicited Requests for Proposals (RFP) for Commercial and Large Capacity Solid Waste Receptacle Services. The purpose of this RFP was to separate the commercial (or large capacity) and residential refuse pickup functions. The City's current refuse trucks are designed primarily for residential services, and the large capacity pickups accelerate the wear on the City's trucks. Large capacity pickups are generally done more frequently, which creates a challenge when designing routes to efficiently pick up the residential and commercial cans together. It was determined that an outside contractor would be able to more effectively create a large capacity pickup program that would better meet the needs of our customers, while allowing the City to operate its residential pickup program with better efficiency and long-term sustainability.

Yakima Waste was selected as the most responsive proposal. Staff, including the City Attorney, have been working with Yakima Waste to ensure that the services agreement would meet both legal requirements and the needs of our customers.

The City and Yakima Waste will agree on a service schedule for the large capacity customers, and Yakima Waste will provide the can/receptacle to service the large capacity customers.

The agreement is for 5 years, with the provision to terminate without cause with 60 days of written notice.

The cost of services the City would pay Yakima Waste is \$320,000 a year, with a 2.5% increase each year as follows:

- 2026 - \$320,000
- 2027 - \$328,000
- 2028 - \$336,200
- 2029 - \$344,605
- 2030 - \$353,220

These funds come from the Solid Waste Fund, which receives revenue directly from customer rates. The pay schedule was calculated based on the amount of money that the City receives from large capacity cans. It is important to note that the 2.5% increase in the contract will need to be incorporated into the large capacity rates by the City Council each year to make this agreement sustainable.

The City will save money through less wear and tear on its equipment, the removal of an FTE (which will be shifted to a vacant worker position in the street fund), and the removal of the need to purchase large capacity cans as that will now be the contractor's responsibility.

The City will also be able to begin the surplus process for two of the four trucks that we own upon approval of this agreement.

Fiscal Impact:

\$320,000 paid in 2026 to the contractor for services. This cost will be offset by the City not performing the service.

Recommendation:

Approve Resolution No. 2025-66 Approving a services agreement with Yakima Waste

Alternatives:

RESOLUTION NO. 2025-66

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOPPENISH, WASHINGTON, TO AUTHORIZE A SERVICES
AGREEMENT WITH YAKIMA WASTE FOR SOLID WASTE
COLLECTION SERVICES**

WHEREAS, the City sought proposals from qualified solid waste management companies to provide collection and dumping services for the City's commercial and large-capacity solid waste receptacles; and

WHEREAS, Yakima Waste responded, and the City has determined that the Contractor is willing and able to provide such services.

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

Section 1. Agreement: The agreement between the City of Toppenish and Yakima Waste in substantial conformity with the copy attached hereto, marked as Exhibit "A" is approved by the City Council, and the City Manager is authorized to execute the same on behalf of the City. The City Council further authorizes the City Manager to execute appropriate documents and agreements in furtherance here of, and the City Council ratifies actions taken by staff in support of this agreement.

Section 2. Corrections: The City Clerk, City Attorney, and/or City Manager shall be empowered to correct any language here and above determined to be a scrivener's error or language incorrectly included in the above (or attached document).

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

PASSED by the Toppenish City Council at a special meeting held on September 29, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

LINDA FINLEY, City Clerk Pro Tem

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

Solid Waste Collection Services Contract

THIS AGREEMENT, entered into this ____ day of _____, 202__, by and between the City of TOPPENISH, a municipal corporation under the laws of the State of Washington (hereinafter the City), and _____ (hereinafter the Contractor),

W I T N E S S E T H:

WHEREAS, the City sought proposals from qualified solid waste management companies to provide collection and dumping services for the City's commercial and large-capacity residential solid waste receptacles; and

WHEREAS, the Contractor responded, and the City has determined that the Contractor is willing and able to provide such services; and

WHEREAS, the parties have developed the terms and conditions for a Contract for the City's desired services.

NOW, THEREFORE, the City and the Contractor mutually agree as follows:

1. Scope of Work. Contractor shall provide Collection and disposal of the solid waste for the City's large capacity - 300 Gallon garbage containers according to their service schedule, as follows:

The City of Toppenish has approximately 140 large capacity (300gal) cans that had previously been serviced by the City, but which will hence forth be services by the Contractor.

- The Contractor will provide to the City's customers an equivalent can/receptacle to service the City's large capacity customers.
- The City and Contractor will mutually agree on a service schedule for customers
- The Contractor shall be responsible for collecting and disposing of solid waste for current and new large capacity solid waste receptacle customers in compliance with all local, state, and federal regulations. The Contractor shall ensure that successful, timely, and dependable service will continue for our customers, while the City will process billing and payments.
- On occasions, such as Holidays that may affect the regular collection schedule, the Contractor is responsible to create a schedule that will be followed in lieu of the regular agreed upon schedule and communicate that timeline with the City at least thirty (30) days ahead of implementation to give sufficient time to notify affected residents of the temporary change.
- The provisions of Chapter 8.10 of the Toppenish Municipal Code (TMC) dealing with identification of prohibited materials [TMC 8.10.060 Ph. D] designation of unacceptable materials [TMC 8.10.140] apply to this Contract. For the purposes hereof, and for convenient reference where applicable, a copy of the text of TMC Chapter 8.10 – Garbage

Collection and Disposal – is attached hereto, marked as Exhibit “A” and incorporated herein by reference.

2. Customer Billing for Services. The City shall handle the billing for the Contractor’s services in the normal course.

3. Term. This contract shall be effective when both parties have executed this contract and shall remain effective for a period of five (5) years, until terminated as provided below.

Either party may immediately terminate this contract if the other party breaches this contract and then fails to cure the breach after the non-breaching party provides written notice of the breach and allows the breaching party a reasonable opportunity to cure, if such breach is curable. The City may suspend this contract, with or without cause, by providing written notice of suspension to Contractor.

Either party may terminate this contract without cause upon sixty (60) days written notice to the other party.

4. Extension of the Contract. Unless previously terminated as provided herein, the parties may agree to any number of single or multiple year extensions under the same terms and conditions, or as amended by mutual agreement.

5. Payment Procedure. Contractor shall submit monthly regular statements describing the services rendered with the agreed upon monthly billing amount to the City. The City, upon receipt of completed invoice statements, shall promptly process said claims for payment after approval from the Toppensish City Council at their regular meetings held on the 2nd and 4th Monday’s of the month. The City’s Accounts Payable department must have contractor invoices submitted the Wednesday before the regular City Council meetings.

Payment amounts shall be as follows:

Year	Yearly Amount	Monthly Amount	YOY increase
2026	\$ 320,000	\$ 26,667	
2027	\$ 328,000	\$ 27,333	2.5%
2028	\$ 336,200	\$ 28,017	2.5%
2029	\$ 344,605	\$ 28,717	2.5%
2030	\$ 353,220	\$ 29,435	2.5%

6. Reports and Information. The Contractor shall maintain records that fully and accurately reflect the contract work, and any costs, expenses or other matters related to the performance of the contract work. Contractor, at such times and in such forms as the City may require, including after the cessation of the contract work or termination of this contract, shall make available to the City for audit and inspection any and all records that relate to the contract work. Contractor shall maintain accounting records in accordance with generally accepted accounting principles and practices.

7. Reports and Work Product. All originals and copies of reports, work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing services hereunder shall belong to the City. At the termination or cancellation of this contract and upon Contractor's receipt of payment for its services performed in accordance with this contract, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to the City. Contractor is entitled to retain copies of any work product for its own record. Furthermore, any reuse of such work product by Contractor on or for any project other than that covered under this contract shall be without liability or legal exposure to Contractor. Unless a specific exemption or exclusion applies, all such reports and work products shall constitute public records under the Washington State Public Records Act (PRA), per RCW 42.56. In the event of a public records request received by the City or the Contractor, the City and the Contractor shall cooperate in responding to the request in accordance with the PRA.

7. Qualifications. Contractor warrants that its employees or those persons or entities that perform the contract work have sufficient licensing, education, training, skill, knowledge, ability, and experience to competently perform the contract work. Contractor further warrants that its employees or those persons or entities that perform the contract work have satisfied all statutory and regulatory requirements that are necessary to perform the contract work. Contractor will use reasonable care and skill in towing and/or impounding vehicles and will not damage them through lack of reasonable care.

8. Independent Contractor. Contractor shall be an independent Contractor for all federal, state and other purposes.

9. Non-exclusive relationship. This contract shall not be construed to create an exclusive relationship between the City and Contractor. The City may enter concurrent contracts with other entities or individuals to provide the same services to the City as the Contractor provides under this contract. If the City enters a contract with more than one Contractor to provide towing and impound services, a roster may be created solely and unilaterally by the City with a rotation system amongst Contractors performing towing and impound services.

10. Right to Inspect. The City reserves the right to inspect the business, employees, vehicles and storage area on a periodic basis for contractual and/or legal compliance.

11. Defense, Hold Harmless, Indemnification. Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is

further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

12. Insurance. Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to Contractor's profession.

Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

B. Other Insurance Provision. Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

D. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional

insured endorsement, evidencing the insurance requirements of Contractor before commencement of the work.

E. Notice of Cancellation. Contractor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. Failure to Maintain Insurance. Failure on the part of Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days-notice to Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Contractor from the City.

G. City Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

13. Notices. Any notices given by the City to Contractor or by Contractor to the City shall be in writing and delivered to the parties at the following addresses:

City of Toppenish
Attn: _____
21 W 1st Ave,
Toppenish, WA 98948
Phone: _____

Contractor

Phone: _____

14. Waiver. Failure to insist upon strict compliance with any terms, covenants or conditions of this contract shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

15. Applicable Law; Venue. The venue for any legal action arising from this contract shall be Yakima County, Washington, and that this contract shall be governed, construed, and interpreted according to the laws of the State of Washington.

16. Compliance with Laws and Regulations. Contractor shall comply with all federal, state, and City laws, rules, regulations, and orders pertaining to towing and impound services. In addition, the Contractor must receive and maintain throughout the entire term of this contract a Letter of Appointment from the Washington State Patrol ("WSP"). Termination or suspension of the Contractor's WSP Letter of Appointment may result in immediate termination of this contract. The Contractor shall immediately notify the City in writing if the Contractor's WSP Letter of Appointment is suspended, terminated, or in any manner revoked.

17. Force Majeure. Neither party shall be liable to the other for, or be considered to be in breach of or default under this contract because of, any delay or failure in performance by such party under this contract to the extent such delay or failure is due to any cause or condition beyond such party's reasonable control, including, but not limited to, failure or threat of failure of facilities or equipment; fire, lightning, flood, earthquake, volcanic activity, wind, drought, storm and other acts of the elements; court order and act, or failure to act, of civil, military or governmental authority; strike, lockout and other labor dispute; epidemic, riot, insurrection, sabotage, war and other civil disturbance or disobedience; labor or material shortage; and act or omission of any person or entity (other than such party, its Contractors or suppliers of any tier or anyone acting on behalf of such party). Each party shall exercise reasonable diligence to overcome the cause of such delay; provided, however, that to the extent the cause of such delay arises from any breach of, or failure by the other party to perform any of its obligations under this contract, the party that has delayed or failed in its performance under this contract to overcome the cause of such delay shall be responsible for the costs and expenses incurred by the other party. Nothing contained in this contract shall be construed to require either party to prevent or settle any strike, lockout or other labor dispute in which it may be involved.

Notwithstanding the foregoing, nothing in this paragraph shall apply to any delay or failure by either party to pay any amounts due and owing to the other party pursuant to this contract.

18. Discrimination Prohibited. In all Contractor services, programs or activities, and all hiring and employment made possible, directly, indirectly, by or resulting from this contract, Contractor shall not discriminate against any protected class or on any basis prohibited by federal or state law, including, but not limited to, sex, race, color, creed, religion, national origin, disability, use of a guide dog or service animal by a person with a disability, HIV/AIDS or hepatitis C status, sexual orientation, gender identity, or honorably discharged veteran and military status.

19. Debarment. Contractor certifies that it is neither excluded nor disqualified as defined in 2 CFR Part 180. Contractor shall refrain from becoming excluded or disqualified, and shall fully comply with the requirements of Subpart C of 2 CFR Part 180 and any applicable parts of 2 CFR Parts 300 through 5899. Contractor shall require each person or entity with whom Contractor enters into a covered transaction at the next lowest tier, as defined in 2 CFR Part 180, to fully comply with the requirements of Subpart C of 2 CFR Part 180, and any applicable parts of 2 CFR Parts 300 through 5899. If Contractor or a person or entity with whom Contractor enters into a covered transaction is excluded or debarred, Contractor shall immediately notify the City in writing.

20. Assignment and Subcontract. Contractor shall not assign or subcontract any portion of the service contemplated by this contract without the written consent of the City.

21. Cumulative Remedies. The rights and remedies of each party set forth in any provision of this contract are in addition to and do not in any way limit any other rights or remedies afforded to such party by law.

22. Severability. The invalidity or unenforceability of any particular provision of this contract shall not affect the other provisions, and this contract shall be construed as if such invalid

or unenforceable provisions were omitted, unless such invalidity or unenforceability destroys the purpose and intent of this contract.

23. Time of the Essence. Time is of the essence for the performance of every term of this contract.

24. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Contract, and the incorporated documents, if any. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

25. Concurrent Originals. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. Entire Contract; Possible Amendments. This contract contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or bind any of the parties. Either party may request changes in the contract. Proposed changes mutually agreed upon will be incorporated by written amendments to this contract.

Dated: _____

By: _____
Its: _____

City of Toppenish

Dated: _____

DAN FORD, City Manager

Approved as to form:

Attest:

DANIEL B. HEID, City Attorney

LINDA FINLEY, City Clerk Pro Tem

Meeting Date: September 29, 2025

Subject: AB 25-82: [Proposed] Resolution No. 2025-67 Approving HLA Task Order No. 2025-04 for WWTP Design Engineering Services.

Attachments: 1. Resolution No. 2025-67 Approving HLA Task Order No. 2025-04 for WWTP Design Engineering Services
2. HLA Task Order No. 2025-04

Presented By: Dan Musgrave, Public Works Supervisor

Approved for Dan Ford, City Manager
Agenda By:

Discussion:

The City of Toppenish declared an emergency on February 21, 2025, for the WWTP due to failed primary treatment processes. The City submitted a funding application to the Public Works Board and is in receipt of emergency funding in the amount of \$1,000,000. The Emergency Funding Agreement was executed by the Public Works Board on May 12, 2025. Work began immediately following the Agreement.

The attached Task Order 2025-04 is for design engineering and construction administration services for the failed WWTP process systems.

Work is currently ongoing due to the urgency of the improvements and all fees are reimbursable by the Public Works Board Emergency Funding Program. The attached Task Order is consistent with the work to be performed.

Fiscal Impact:

None. Reimbursable through Public Works Board.

Recommendation:

Approve Resolution No. 2025-67, authorizing the City Manager to execute Task Order 2025-04 with HLA Engineering and Land Surveying, Inc.

Alternatives:

RESOLUTION NO. 2025-67

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH,
WASHINGTON, TO EXECUTE TASK ORDER 2025-04 EMERGENCY WWTP
REPAIRS WITH HLA ENGINEERING AND LAND SURVEYING, INC. FOR
DESIGN ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES**

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

WHEREAS, on February 11, 2025, a catastrophic failure of essential processes at the WWTP occurred, resulting in the need for immediate repairs; and

WHEREAS, funding options were immediately investigated and an application to the Public Works Board was submitted and approved for \$1,000,000; and

WHEREAS, work to prepare design documents and solicit a contractor consistent with the Emergency Declaration began immediately to stabilize the failed WWTP process systems; and

WHEREAS, design engineering plans and construction administration services are required to complete the work and are reimbursable through the funding award; and

WHEREAS, the City Council finds and determined that authorizing the City Manager to execute a Task Order with HLA Engineering and Land Surveying Inc. (HLA) to prepare engineering documents in the amount of \$134,218.25 and provide construction administration services in the amount of \$160,000 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 Task Order 2025-04 with HLA Engineering and Land Surveying 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.

ADOPTED by the Toppenish City Council at a special meeting held on September 29, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

LINDA FINLEY, City Clerk Pro Tem

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

TASK ORDER NO. 2025-04

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF TOPPENISH

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Wastewater Treatment Plant Emergency Improvements Project **HLA Project No. 25124E**

The CITY of Toppenish (CITY) approved a declaration of emergency following multiple failures at its Wastewater Treatment Plant (WWTP) beginning in February 2025. This declaration of emergency allows the CITY to bypass the competitive bidding process and expedite necessary repairs and equipment replacements. It also enables CITY staff to pursue emergency funding from the Washington State Department of Ecology, the Department of Commerce, and federal sources.

This project repairs and replaces several failed critical components at the WWTP. Major elements of work will include new piping and appurtenances of approximately 80 linear feet to bypass the primary clarifier and reroute the sludge pipeline; the replacement of at least two aerobic process blowers; and the replacement of the headworks screen, which all failed due to the emergency. Overall WWTP HMI and SCADA improvements are being performed by others under separate agreement. New equipment electrical engineering, including equipment-specific HMI and SCADA systems, are included in the Task Order.

This Task Order includes all project management, funding administration, engineering design, preparation of bid documents, contractor solicitation, and engineering services during construction for the identified improvements.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional services for the Emergency WWTP Repairs (PROJECT). HLA services shall include the following.

1.0 Project Management and Funding Administration

- 1.1 Perform management of overall PROJECT delivery and PROJECT controls.
- 1.2 Plan and facilitate a PROJECT kickoff meeting to align expectations between the CITY and HLA.
- 1.3 Provide monthly status reports and invoices for the work performed.
- 1.4 Prepare and maintain the PROJECT schedules in conjunction with funding requirements and timelines, to be updated monthly or as otherwise requested by the CITY.
- 1.5 Maintain PROJECT files for CITY review.
- 1.6 Attend up to two (2) CITY Council meetings to address technical aspects of the work related to scope, design, construction, and schedule.
- 1.7 Assist CITY with the preparation of documents required by the funding agency, including updated cost estimates, scope of work descriptions, and PROJECT distribution of funds.
- 1.8 Assist CITY with review and preparation of funding agency contract forms and documents.

- 1.9 Assist CITY with contract requirements of the funding agency, including progress reports.
- 1.10 Assist CITY with funding agency reimbursement process, preparation of payment vouchers, and supporting documentation.
- 1.11 Assist CITY with the funding agency project closeout process.

2.0 Bypass Piping Design Engineering

- 2.1 Make site investigations necessary to design the improvements and coordinate with the CITY on failed pipeline replacement alternatives.
- 2.2 Prepare engineering design plans necessary for replacement of the pipeline.
- 2.3 Perform quality assurance and quality control review of all documents.
- 2.4 Solicit bids from Contractors for emergency bypass piping replacement.
- 2.5 Evaluate contractor bids and make recommendation of award to the CITY.

3.0 Headworks Screen Replacement Design Engineering

- 3.1 Make site investigations necessary to design the improvements and coordinate with the CITY on headworks screen replacement alternatives.
- 3.2 Prepare engineering design plans and specifications necessary for replacement of the headworks screen.
- 3.3 Coordinate with CITY and equipment supplier to pre-purchase headworks screen.
- 3.4 Coordinate with subconsultant for electrical system improvements.
- 3.5 Attend up to two (2) meetings with the CITY to review technical aspects of the work related to the design and schedule of the headworks screen replacement.
- 3.6 Address CITY review comments and prepare final plans, specifications, and cost estimate. It is anticipated HLA will prepare one (1) bid package for this work.
- 3.7 Perform quality assurance and quality control review of all documents.
- 3.8 Provide final plans and specifications to the CITY in PDF format and two (2) printed copies.
- 3.9 Solicit bids from up to three (3) Contractors for emergency replacement of the headworks screen.
- 3.10 Evaluate contractor bids and make recommendation of award to the CITY.

4.0 Blower Replacement Design Engineering

- 4.1 Make site investigations necessary to design the improvements and coordinate with the CITY on blower replacement alternatives.
- 4.2 Prepare engineering design plans and specifications necessary for replacement of two (2) blowers.
- 4.3 Coordinate with CITY and equipment supplier to pre-purchase blower(s).
- 4.4 Coordinate with subconsultant for electrical system improvements.

- 4.5 Attend meeting with the CITY to review technical aspects of the work related to the design and schedule of the blower replacement.
- 4.6 Address CITY review comments and prepare final plans, specifications, and cost estimate. It is anticipated HLA will prepare one (1) bid package for this work.
- 4.7 Perform quality assurance and quality control review of all documents.
- 4.8 Provide final plans and specifications to the CITY in PDF format and two (2) printed copies.
- 4.9 Solicit bids from up to three (3) Contractors for emergency replacement of the blowers.
- 4.10 Evaluate contractor bids and make a recommendation of award to the CITY.

5.0 Electrical Design Engineering and Services During Construction

All work for Electrical Design Engineering to support 3.0 Headworks Screen Replacement and 4.0 Blower Replacement will be provided by Connetix Engineering and is included in this Agreement as follows:

- 5.1 Make site investigations necessary to design the improvements and coordinate with HLA and the CITY.
- 5.2 Design National Electrical Code compliant power connections to the new headworks screen and its associated equipment.
- 5.3 Design power and communications circuits, reusing existing pathways as much as possible, from WWTP infrastructure to the new blower VFDs, and from VFDs to new blowers.
- 5.4 Design interconnections from the vendor-supplied Influent Fine Screen control panel to existing WWTP networking equipment.
- 5.5 Design interconnections from the vendor-supplied Influent Fine Screen control panel to the influent fine screen instrumentation and motors in the field.
- 5.6 Design instrumentation and controls circuits as necessary to support the new blowers.
- 5.7 Provide electrical bid packages based on design listed above.
- 5.8 Provide submittal review for electrical, and electrical portions of non-electrical, construction O&M submittals.
- 5.9 Review construction photographs provided by the Contractor as required by the specifications for construction observations.
- 5.10 Provide programming and commissioning services to integrate new blowers, headworks screen, and associated equipment into the new SCADA system under development.
- 5.11 Review and provide guidance on electrical construction work.

6.0 Construction Engineering

Construction Engineering services will be provided for up to three emergency improvement efforts, including:

- | | |
|---------------------------------|--------------------------------------|
| A. Bypass Piping | (Full-time Construction Observation) |
| B. Headworks Screen Replacement | (Part-time Construction Observation) |
| C. Blower Replacement | (Part-time Construction Observation) |

All improvement efforts identified above are intended to be separate phases of work, completed by separate contractors. The following scope of services is intended to be provided for each improvement effort identified above.

- 6.1 PROJECT Management, Invoicing, and Controls
 - a. Consult and advise the CITY during construction and perform a final review and report on the completed work with representatives of the CITY.
- 6.2 Construction Observation
 - a. Furnish a resident engineer (inspector) to be on site and provide surveillance of construction for compliance with plans and specifications for the duration of construction, based on standard 40-hour work weeks. If the Contractor is authorized by the CITY to work extra hours or extend contract time beyond time identified in the original Contract, then an amendment to this task order will be executed by the CITY to compensate for additional work required by HLA.
 - b. Prepare daily progress reports for the PROJECT.
 - c. Monitor compliance with environmental requirements.
 - d. Interpret plans and specifications when necessary.
 - e. Coordinate and attend construction meetings, anticipated once per week during the duration of construction.
 - f. Review acceptance sampling and testing for construction materials.
 - g. Perform measurement and computation of pay items.
 - h. Review Contractor's submission of contract and materials submittals, samples, and shop drawings. Provide field verification of materials incorporated into the PROJECT, where applicable.
- 6.3 Construction Administration
 - a. Following CITY award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the CITY and Contractor.
 - b. Review the Contractor's submission of their certificate of insurance and contract bond.
 - c. Prepare and transmit notice to proceed to Contractor.
 - d. Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies, including preconstruction agenda and meeting record.
 - e. Receive and maintain PROJECT communications from the Contractor during construction and compile PROJECT documentation.
 - f. Maintain a Record of Materials (ROM) for the duration of the PROJECT.
 - g. Respond to Contractor requests for information (RFI).
 - h. Prepare and distribute weekly statements of working days.
 - i. Prepare and provide monthly progress estimates and recommend Contractor progress payments to the CITY.
 - j. Prepare proposed contract change orders and provide to the CITY for review and concurrence, when applicable.
 - k. Monitor the Contractor's compliance with state labor standards.
- 6.4 PROJECT Closeout
 - a. Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records.
 - b. Conduct final walkthrough inspection with the Contractor and CITY. Prepare and transmit the punchlist to the Contractor.
 - c. Monitor lien releases from state agencies.
 - d. Notify CITY when retainage may be released.
 - e. Coordinate and administer a PROJECT completion debrief meeting with CITY, HLA, and the Contractor.
 - f. Prepare and submit the recommendation of PROJECT acceptance.
 - g. Prepare and submit Notice of Completion of Public Works Contract (NOC).

SCADA and HMI Replacement Design Engineering

All work for SCADA and HMI Replacement is being performed by Connetix Engineering through a direct contract agreement with the CITY and is not included in this Agreement.

Additional Services

Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- Provide all information as to the CITY requirements for the PROJECT.
- Provide all available information pertinent to the PROJECT relative to the completion of design and construction of the PROJECT.
- Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA. All design submittals (30%, 60%, 90%) shall be reviewed by the CITY, and comments returned to HLA within two (2) weeks of each submittal.
- Obtain approval of all government authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- Pay for advertising, notices, or other publications as may be required.
- Pay for all necessary permits and testing fees not paid by the Contractor.

TIME OF PERFORMANCE:

HLA will diligently pursue the completion of the PROJECT as follows:

1.0 Project Management and Funding Administration

Project management and funding administration will be for the duration of the PROJECT through PROJECT closeout, including any required submissions to the controlling authority/authorities.

2.0 Bypass Piping Design Engineering

Final plans, specifications, and the cost estimate will be provided within thirty (30) working days of receiving authorization to proceed.

3.0 Headworks Screen Replacement Design Engineering

All work for equipment selection and pre-purchase will begin upon receipt of signed Task Order. All work for final plans, specifications, and cost estimate will be provided within forty-five (45) working days of receiving authorization to proceed.

4.0 Blower Replacement Design Engineering

All work for equipment selection and pre-purchase will begin upon receipt of signed Task Order. Final plans, specifications, and cost estimate will be provided within sixty (60) working days of receiving authorization to proceed.

5.0 Electrical Design Engineering and Services During Construction

Final plans, specifications, and the cost estimate will be provided within sixty (60) working days of receiving authorization to proceed.

Construction engineering shall begin upon construction contract award by the CITY and extend through notification to the CITY when retainage may be released.

6.0 Construction Engineering

Construction engineering shall begin upon construction contract award by the CITY and extend through notification to the CITY when retainage (or bond) may be released. The schedule will be as follows.

- 6.1 Bypass Piping: A maximum of thirty (30) working days has been allotted for the construction of improvements, utilizing a standard 40-hour work week.
- 6.2 Headworks Screen Replacement: A maximum of twenty (20) working days has been allotted for the construction of improvements, utilizing a standard 40-hour work week.
- 6.3 Blower Replacement: A maximum of ten (10) working days has been allotted for the construction of improvements, utilizing a standard 40-hour work week.
- 6.4 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond working days identified in the original executed contract shall be billed as additional services.

Additional Services

Additional services directed by the CITY will be completed as mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICES:

For the services furnished by HLA as described within this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below reflect remaining effort to complete the work and may be revised only by written agreement of both parties. HLA reserves the right to move fees and estimated work hours between phases as necessary to complete the PROJECT.

1.0 Project Management and Funding Administration

Work for project management and funding administration shall be performed on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee \$16,000.

2.0 Bypass Piping Design Engineering

Work for bypass piping design engineering shall be performed on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$5,000. (\$7,218.25 has been previously invoiced and paid under General Services Project Number 25014G for a total estimated phase cost of \$12,218.25)

3.0 Headworks Screen Replacement Design Engineering

Work for headworks screen replacement design engineering shall be performed on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$25,000. (\$2,000 has been previously invoiced and paid under General Services Project Number 25014G for a total estimated phase cost of \$27,000)

4.0 Blower Replacement Design Engineering

Work for blower replacement design engineering shall be performed on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$23,000. (\$1,000 has been previously invoiced and paid under General Services Project Number 25014G for a total estimated phase cost of \$24,000)

5.0 Electrical Design Engineering and Services During Construction

Work for electrical design engineering shall be performed on a time-spent basis at the current hourly billing rates, plus reimbursement for non-salary expenses for the estimated fee of \$55,000.

6.0 Construction Engineering

Work for construction engineering services shall be performed on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the estimated fee of \$160,000. If the Contractor is granted additional working days beyond those identified at the time of contract execution, then associated work shall be considered additional services.

Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the current hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as vehicle mileage, out-of-town meals/lodging, advertising, and printing expenses.

Proposed:

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

Date

Approved:

City of Toppenish
Daniel Ford, PE, City Manager

Date

Meeting Date: September 29, 2025

Subject: AB 25-83: [Proposed] Resolution No. 2025-68 Approving the SIED Contract Agreement for the Rentschler Lane Improvement Project.

Attachments: 1. Resolution No. 2025-68 Approving SIED Contract for Rentschler Lane Improvements
2. Exhibit A SIED Contract YC_2025_02 Rentschler Lane Improvements

Presented By: Andrew Hattori, CED Director

Approved for Dan Ford, City Manager

Agenda By:

Discussion:

Busy Bees Child Development Center recently constructed an expansion to their building at 801 Guyette Avenue, adjacent to the undeveloped Rentschler Lane. As a condition of development, and nexus of the expansion, Busy Bees is required to construct improvements to the frontage of their property. In an effort to support economic development in Toppenish and provide safe and accessible roadways, the City of Toppenish has pursued grant funding to aid in the construction of these improvements. To fund construction, the City, in coordination with Busy Bee, applied for a Supporting Investments in Economic Development (SIED) grant and loan through Yakima County Development Association (YCDA). The SIED program provides financial support to public infrastructure projects that directly support economic development and private investment.

The Rentschler Lane Improvements Project includes the design and construction of paved roadway sections, drainage facilities, and other associated improvements to bring the existing gravel road up to City standards. This infrastructure work is anticipated to benefit not only the Busy Bee facility but also potential future developments in adjacent parcels. The SIED application requested \$290,000 in funding for the construction phase, and following a presentation by City staff and our consultants, was approved by Yakima County. Approval of this resolution allows the City Manager to enter into the contract between the City and Yakima County.

It should be noted that while SIED requires 50% of the award to be a loan, YCDA is providing the funding to immediately pay the loan balance upon receipt of final approval from Yakima County. Should any issues with funding arise that may put the City in a position of liability for any of the costs associated with the improvements, the contract will not be signed, and the project will not move forward.

Fiscal Impact:

None. The loan portion of the grant will be immediately paid by YCDA.

Recommendation:

Approve Resolution No. 2025-68, authorizing the City Manager to sign contract YC-2025-02, granting the City funding for the Rentschler Lane improvements project.

Alternatives:

RESOLUTION NO. 2025-68

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOPPENISH, WASHINGTON, APPROVING AND AUTHORIZING
YAKIMA COUNTY SUPPORTING INVESTMENTS IN ECONOMIC
DEVELOPMENT (SIED) FUNDING CONTRACT FOR THE
RENTSCHLER LANE IMPROVEMENTS PROJECT**

WHEREAS, to improve the economic vitality of the County, the Yakima County Supporting Investments in Economic Development (SIED) Board is authorized to make grants and loans to political subdivisions to fund projects that support tangible or potential investments in public infrastructure; and

WHEREAS, the City of Toppenish has sought SIED funding for the Rentschler Lane Improvements Project, which includes public infrastructure improvements that will support current and future development in the area; and

WHEREAS, the Toppenish City Council wishes to enter into a contract for grant and loan funds with Yakima County to be used to fund public infrastructure improvements; and

WHEREAS, the SIED program funding will be in the amount of \$145,000 grant and \$145,000 loan; and

WHEREAS, the loan amount of \$145,000 will be reimbursed by the Yakima County Development Association (YCDA) upon contract execution and immediately paid to ensure no accrual of interest;

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

Section 1. Approval: The agreement between the City of Toppenish and Yakima County in substantial conformity with the copy attached hereto, marked as Exhibit "A" is approved by the City Council, and the City Manager is authorized to execute the same on behalf of the City. The City Council further authorizes the City Manager to execute appropriate documents and agreements in furtherance here of, and the City Council ratifies actions taken by staff in support of this agreement to fund public infrastructure improvements along Rentschler Lane.

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 a special meeting held on September 29, 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

LINDA FINLEY, City Clerk Pro Tem

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

**YAKIMA COUNTY
and
CITY OF TOPPENISH
(Rentschler Lane Improvements)**

1. PARTIES

This Supporting Investments in Economic Diversification (hereinafter referred to as SIED) Contract is made by and between Yakima County (hereinafter referred to as **the County**) whose address is 128 North Second Street, County Courthouse, Room 102, Yakima, Washington 98901, and **the City of Toppenish** (hereinafter referred to as **the City**) whose address is 21 W. 1st Ave, Toppenish, WA 98948. Notices between the parties shall be made where and as provided for on Page 7, Section 22, NOTICES.

2. TERM

This Contract takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section 5, MUTUAL CONSIDERATION, Subsection B. REPAYMENT OF COUNTY LOAN, have been made or until terminated as provided for in Section 8, SUSPENSION, TERMINATION, AND CLOSEOUT, provided, the County's right under Section 5, MUTUAL CONSIDERATION, Subsection D. OWNERSHIP AND USE, to use the Project shall continue so long as the Project remains in use.

3. PURPOSE

The purpose of this Contract is to provide for the construction of certain infrastructure improvements (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure. The Project will construct road frontage and water system improvements along Rentschler Lane to support the continued operation and expansion of Busy Bee's Child Development Center.

4. RECITALS

- A. The Parties make this Contract based on and in recognition of certain relevant facts and circumstances including:
- B. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040.
- C. The City proposes to construct the Project with a combination of City, private, and County funds, including **\$290,000.00 from the SIED Fund, \$145,000.00 to be in the form of a loan, and \$145,000.00 to be in the form of a grant**, and thereafter to own and operate the Project for the benefit of the City and the County.

- D. RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in such areas, and the parties expect the Project to further these goals.
- E. RCW 43.160 and 43.160.020 adopted and amended for related purposes with those of RCW 82.14.370, define public facilities to include various buildings, structures and works, such as the Project.
- F. The County, under authority of RCW 36.01.085, and by agreement of February 19, 1999, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development.
- G. The County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.
- H. City of Toppenish and YCDA have investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval.
- I. The SIED Fund balance is sufficient to make the requested contribution to the Project.
- J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

5. MUTUAL CONSIDERATION

- A. **COUNTY LOAN**—The County shall *loan* **One Hundred Forty-Five Dollars and Zero Cents (\$145,000.00)** for the Project described herein. **This loan amount shall be drawn on the SIED Fund by County warrant, payable to the City, upon the next Yakima County Auditor's warrant issue.**
- B. **REPAYMENT OF COUNTY LOAN**—The City shall *repay* the County's loan of **One Hundred Forty-Five Dollars and Zero Cents (\$145,000.00) with interest on unpaid principal, at an annual per annum rate of 6.37%**, which is the Yakima County Interfund Loan Rate. Interest shall accrue from the date this contract is approved by the County.

Repayment of principal and interest shall be made in ten annual installments. The first payment shall be due on June 1, 2027, and annual payments thereafter shall be due on June 1 of each year with the final payment nevertheless due on June 1, 2036; Provided however, that the final installment may be in such greater or lesser amount as shall be required for full amortization of the repayment amount.

Payment shall be by check payable to Yakima County Infrastructure Fund and delivered to Yakima County Treasurer, Yakima County Courthouse, Room 115, 128 North 2nd Street, Yakima, WA 98901. The City obligation hereunder shall be a limited general obligation of the City, payable from any legally available source of funds. Exhibit A attached hereto and incorporated herein reflects the Debt Service Schedule as noted.

In the event of payment by the City of any one or more installments, or of the entire loan balance, before the date prescribed in Exhibit A, interest shall accrue on such installment(s) or balance at a daily rate of 0.0175%, or \$25.31 per day, assuming the entire loan balance. If more than one installment is paid during any repayment year, then the repayment period recited above shall be correspondingly shortened and the scheduled of payments reflected in Exhibit A shall be correspondingly advanced.

- C. **COUNTY GRANT**—The County shall *grant* **One Hundred Forty-Five Dollars and Zero Cents (\$145,000.00)** to the City for the Project described herein. This grant shall be by County warrant drawn on the SIED Fund and payable to the City within 30 days of the County's receipt of a signed copy of the Project engineer's certificate that 50 percent of the work on the Project has been completed and the City's invoice for said grant.

The Project must be at least 50 percent completed three years from the date this contract is approved by the County. If the project is not at least 50 percent complete by this date, the grant portion of this agreement will be terminated and the City will not receive the grant in the amount of One Hundred Forty-Five Dollars and Zero Cents (\$145,000.00).

The above contract provision is specifically bargained for by the County and the City agrees to it. The County shall have the unilateral power to determine if the project is fifty (50) percent complete by the three (3) year period from execution. The parties agree that in the event that this contract term is invoked by the County that it will hold the County harmless and release the County from any and all claimed actual and/or consequential damages that may result from the County's decision to withhold the Grant funds if the City does not meet the fifty percent building requirement.

- D. **OWNERSHIP AND USE**—The City shall construct, own, maintain, and operate the Project as a part of its public infrastructure for economic development, available for use by manufacturing and industrial concerns proximate to the Project. The City shall also permit the use of the Project by the County and its departments on like terms with other users, at such time as the Board of Yakima County Commissioners may deem expedient. For purposes of this paragraph, ownership, maintenance, and operation of the Project or any portion thereof by another municipality, under any conveyance or dedication, which is subject to and preserves the County's right of use, shall be deemed ownership, maintenance, and operation by the City.

6. RECORDS, REPORTS AND AUDITS

The City agrees to maintain such records, make such reports, and follow such procedures as may be required by the County, pertaining to this Contract. All records pertaining to this Contract and work undertaken hereunder shall be retained by the City for a period of seven years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State and Federal government shall have access to any

books, documents, papers, and records of the City, which pertain to this Contract or work undertaken hereunder for the purpose of making audit, examination, excerpts, and transcriptions.

7. RELATIONSHIP OF PARTIES AND AGENTS

- A. The relationship of the City to the County, with regard to construction of the Project, shall be that of an independent contractor rendering professional services. The City shall have no authority to execute contracts or to make commitments on behalf of the County and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the City.
- B. The City represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform work under this Contract. Such personnel shall not be employees of the County. All such personnel, contractors, and/or subcontractors shall be fully qualified and authorized/permitted under State and/or local law to perform such services.
- C. All services required hereunder will be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

8. SUSPENSION, TERMINATION, AND CLOSEOUT

- A. If the City fails to comply with the terms and conditions of this Contract, the County may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this Contract in the manner specified herein:
- B. **SUSPENSION**—If the City fails to comply with terms and conditions of this Contract, or whenever the City is unable to substantiate full compliance with provisions of this Contract, the County may suspend this Contract pending corrective action or investigation, effective not less than seven days following written notification to the City or its authorized representative. The suspension will remain in full force and effect until the City has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligations incurred by the City or its authorized representative during the period of suspension will be allowable under this Contract, except:
 - I. Reasonable, proper, and otherwise allowable costs which the City could not avoid during the period of suspension;
 - II. Otherwise, allowable costs incurred during the period of suspension, if upon investigation, the County is satisfied of the City's compliance with the terms and conditions of this Contract to the extent of the compensation claimed by the City.
- C. **TERMINATION FOR CAUSE**—If the City fails to comply with the terms and conditions of this Contract and any of the following conditions exist:

- I. The lack of compliance with the provisions of this Contract were of such scope and nature that the County deems continuation of this Contract to be substantially detrimental to the interests of the County;
- II. The City has failed to take satisfactory action as directed by the County or its authorized representative within the time period specified by same;
- III. The City has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract; then,
- IV. The County may terminate this Contract in whole or in part, and thereupon shall notify the City of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the City. After this effective date, no charges incurred under any terminated portions outlined in the application for funding are allowable.

D. **TERMINATION FOR OTHER GROUNDS**—This Contract may also be terminated in whole or in part by mutual consent and written agreement setting forth the conditions of termination, including effective date and, in case of termination in part, that portion to be terminated.

9. COPYRIGHT RESTRICTION

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the City.

10. COMPLIANCE WITH LAWS

The County and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments with regard to the performance of this Contract.

11. TITLE VI OF THE CIVIL RIGHT ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

12. SECTION 109—HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

13. AGE DISCRIMINATION ACT OF 1975 (As Amended)

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal funding assistance (42 U.S.C. 610 et. seq.)

14. SECTION 504 OF THE REHABILITATION ACT OF 1973 (As Amended)

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds (29 U.S.C. 794).

15. INTEREST OF AGENTS AND OFFICERS OF THE COUNTY AND THE CITY

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Contract.

16. HOLD HARMLESS AND INDEMNITY

The City shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions costs, or judgments which result from the activities to be performed by the City, its agents, employees, or subcontractors pursuant to this Contract.

17. PUBLIC LIABILITY

The City or its contractor(s) shall maintain for the duration of work under this Contract, issued on an occurrence basis, comprehensive liability insurance with a combined single limit of not less than five million dollars (\$5,000,000.00) from a company authorized to provide insurance in the State of Washington. Said policies shall provide that the policy shall not be canceled or altered by any party without written notice to Yakima County, delivered not less than 30 days prior to such cancellation or alteration. Applicant certifies that comprehensive liability insurance with a combined single limit of not less than \$5,000,000.00 is in effect.

18. ASSIGNABILITY

The City shall not assign any interest in this Contract and shall not transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the City from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the City.

19. NON-WAIVER

The failure of either party to insist upon strict performance of any provision of this Contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Contract.

20. CONTRACT MODIFICATIONS

It is mutually agreed and understood that no modification or waiver of any clause or condition of this Contract is binding upon either party unless such modification or waiver is in writing and executed by the County and the City.

21. SEVERABILITY

If any portion of this Contract is changed per mutual contract or any portion is held invalid, the remainder of this Contract shall remain in full force and effect.

22. NOTICES

A. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Dan Ford
City Manager
21 W. 1st Ave
Toppenish, WA 98948

TO COUNTY: Brian Carlson, Financial Services Director
128 North Second Street, Room 232
Yakima, WA 98901

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

23. INTEGRATION

This Contract contains all terms and conditions agreed to by the County and the City. There are no other oral or written agreements between the City and County as to the subjects contained herein. No changes or additions to this Contract shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

24. GOVERNING LAW AND VENUE

All questions of the validity, construction, and application of this Contract shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Contract shall be the Superior Court of Yakima County, Washington.

25. FILING

Upon execution by the authorized representatives of the parties, a copy of this Contract shall be promptly filed with the Yakima County Auditor pursuant to RCW 39.34.040.

* * * * *

IN WITNESS WHEREOF, the County and the City have executed this Contract as of the date and year last written below.

CITY OF TOPPENISH

BOARD OF COUNTY COMMISSIONERS

Dan Ford, City Manager

Amanda McKinney, Chair

Approved as to Form:

Kyle Curtis, Commissioner

Daniel B. Heid, City Attorney

LaDon Linde, Commissioner

Approved as to Form:

Attest:

Dan Clark, Deputy Prosecuting Attorney

Linda Finley, City Clerk Pro Tem

CONTRACT AUTHORIZATION

Attest:

Date

Julie Lawrence, Clerk of the Board

Date

Meeting Date: September 29, 2025

Subject: AB 25-84: [Proposed] Resolution No. 2025-69 Approving a Contract Award to Selland Construction, Inc. for Emergency WWTP Repairs

Attachments:

1. RESOLUTION NO. 2025-69 Contract Award, Emergency WWTP Repairs
2. Toppenish Emergency Bypass C01 Proposal 8-25-2025
3. Apollo Inc Proposal for Toppenish Emergency Pipeline Project

Presented By: Dan Musgrave, Public Works Supervisor

Approved for Dan Ford, City Manager

Agenda By:

Discussion:

Background:

The Wastewater Treatment Plant (WWTP) experienced a catastrophic failure of a sewer forcemain under a building, which required immediate replacement. An emergency was declared, which allowed the City to immediately pursue emergency funding to replace the ruptured sewer pipe.

Bids were requested by contractors to replace the failed piping, and after reviewing the received bids, a recommendation was provided to City Staff recommending award to the lowest responsive and responsible contractor. 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.

The cost of the work is reimbursable through a \$1,000,000 emergency funding award from the Public Works Board. The funding award is \$500,000 grant, and \$500,000 loan.

Discussion:

Work is currently ongoing due to the urgency of the improvements, and all fees are reimbursable by the Public Works Board Emergency Program. The emergency declaration and applicable RCW's allow for selection of a contractor for immediate and urgent repairs. The contract is being brought before City Council to ensure transparency and open dialogue.

Fiscal Impact:

The City approved entering into an Agreement with the Public Works Board under a separate and prior action, and all work is reimbursable by the funding agency at 50% loan 50% grant.

Recommendation:

Approve Resolution No. 2025-69, authorizing the City Manager to execute a construction contract with Selland Construction, Inc. (SCI).

Alternatives:

RESOLUTION NO. 2025-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, APPROVING THE CONTRACT AWARD FOR THE WASTEWATER TREATMENT PLANT EMERGENCY REPAIRS – BYPASS PIPING IMPROVEMENT PROJECT

WHEREAS, the City of Toppenish has a need to make immediate repairs at the Wastewater Treatment Plant to manage sludge, and

WHEREAS, the City solicited bids from contractors to complete the repairs and received two bids, and

WHEREAS, after reviewing the bids, City Staff recommends the City Council accept the bid from Selland Construction, Inc. (SCI), as the lowest responsive and responsible contractor with a bid amount of \$83,682.72, 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 has determined that authorizing the City Manager to execute a Contract 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 a construction contract 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.

ADOPTED by the Toppenish City Council at a special meeting held on September 29, 2025.

ELPIDIA SAAVEDRA, MAYOR

ATTEST:

LINDA FINLEY, City Clerk Pro Tem

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney



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

- Washington State Sales Tax and TERO is Excluded and Shall be added to the project total as required.
- Asphalt & Concrete not included to be Paid at unit price of original contract.
- Electrical not included, price to follow Electrician Site Visit
- Prevailing Wage has been accounted for in proposal.
- 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.
- Excludes Water System Support.
- Excludes Construction Survey.
- Engineering & Professional Surveying Services are Excluded.
- Fees for Utilities, County, City, Etc. are not included. Cultural Resource Services are not covered in our scope.
- Hazardous Materials Abatement, Removal, Handling, Disposal, etc. are not expected onsite and are therefore Excluded.
- Watering & Dust Control are Included for Selland's scope of work and duration only. No OT Dust Control or beyond our work.
- Erosion Control Inspections, Reporting, Monitoring & Maintenance are Excluded. Stormwater Permit by others.
- Dust control has been provided while we are actively working the site. No permanent or sustained dust control or mitigation has been included.
- Any scope of work not specifically included as a line item in this proposal is excluded.
- Actual quantities installed shall be tracked/measured and the basis of payment at the unit prices included in this proposal unless otherwise agreed.
- Due to global supply chain disruptions and market volatility we reserve the exclusive right to adjust our proposal for material escalation.
- 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
(509) 961-7825



May 8, 2025

Project: City of Toppenish WWTF Emergency Pipeline Project

Location: Toppenish, WA

Apollo, Inc. is pleased to provide you with the following proposal for the Toppenish Emergency Pipeline Repair project.

The proposal is based on the following documents:

- Marked-up 2011 WWTP plans provided via email on April 22, 2025

Project Specific Clarifications / Inclusions:

Scope of Work based upon 2011 Marked-up Drawings

- Pothole and locate existing pipes in vicinity of proposed alignment.
- Installation of new 12" DI force main (including restrained pipe fittings/joints) to tie-in locations.
- Backfill and compaction of trench excavations
- Bypass pumping from Clarifier 1 to Clarifier 2 during tie-in work
- Complete new piping tie-ins and plug Primary Clarifier No. 2 Effluent Box during tie-in work
- Repair existing asphalt paving within excavation limits.

Clarifications:

- Insurance is included
- Payment and performance bond is included.
- Compliance with Tero requirements is included
- Clarifier Dewatering/Bypass Pumping is included
- Excavation Spoils anticipated to remain onsite.

Schedule Durations:

- Emergency Pipeline Repairs Complete – 3 to 4 Week duration from Authorization to proceed and receipt of piping materials.

Exclusions:

- Permits
- Sales Tax
- Ground water dewatering
- Rock Excavation
- Landscape restoration
- Pipe bagging and cathodic protection
- QA/QC & Third Party Testing
- AIS and BABA Funding Requirements

Apollo, Inc. Proposal for Toppenish WWTF Emergency Pipeline Project

Item	Description	Unit	QTY	Unit Price	Total
1	Mobilization	LS	1	\$ 24,000.00	\$ 24,000.00
2	Emergency Pipeline Repairs Complete	LS	1	\$ 225,800.00	\$ 225,800.00
Subtotal >					\$ 249,800.00
TERO Fee (3%) >					\$ 7,494.00
Total Base Bid (Excluding Sales Tax)					\$ 257,294.00

We look forward to the opportunity to perform this scope of work for Toppenish WWTF Emergency Pipeline Project. Please feel free to contact me at 509-366-8546 to discuss any questions you may have regarding our proposal.

Sincerely,

Dan Sjule
Senior Project Manager
Apollo, Inc.

Meeting Date: September 29, 2025

Subject: AB 25-85: [Proposed] Ordinance No. 2025-11, Amending TMC Chapter 2.05.010 and 2.05.020 Clarifying Cancellation of the Council Meeting for Lack of Quorum and Scheduling a Special Meeting

Attachments: 1. Ordinance No. 2025-11 Amend TMC 2.05.010 & 2.05.020

Presented By: Dan Ford, City Manager

Approved for Dan Ford, City Manager

Agenda By:

Discussion:

The existing Toppenish Municipal Code provides for City Council Meetings, including Regular Meetings and Special Meetings, but there is an opportunity to further clarify that should there be no business scheduled for a meeting, or it is known that a quorum of the City Council is not available to meet, the meeting may be canceled by the Mayor, the City Manager and/or the City Clerk, with notice of such cancellation being given to the members of the City Council via telephone call, email and/or other method suitable for such notice.

Also, there is a need to further clarify the specifics for the creation of a special meeting. The proposed change allows for a special meeting to be scheduled when requested by the Mayor, by the City Manager and the City Clerk, or by three members of the City Council.

Fiscal Impact:

None

Recommendation:

Move to adopt Ordinance 2025-11 of the City Council of the city of Toppenish, Washington, amending sections 2.05.010 and 2.05.020 of the TMC relating to time and place meetings of the City Council.

Alternatives:

Forward to a future meeting for further discussion

CITY OF TOPPENISH, WASHINGTON
ORDINANCE NO. 2025-11

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TOPPENISH, WASHINGTON, AMENDING SECTIONS 2.05.010 AND
2.05.020 OF THE TOPPENISH MUNICIPAL CODE RELATING TO
TIME AND PLACE MEETINGS OF THE CITY COUNCIL**

WHEREAS, the current provisions of the Toppenish Municipal Code provide for City Council Meetings, including Regular Meetings and Special Meetings, and their times and places; and,

WHEREAS, the provisions providing for such Meetings do not, however, include the process of how and when Regular Meetings that cannot be held for one reason or another can be canceled; and,

WHEREAS, the provisions also do not identify how and by whom the scheduling of Special Meetings can be called; and,

WHEREAS, it would be prudent to include in the Toppenish Municipal Code provisions identifying the process involved in canceling such Regular Meetings and calling for Special Meetings to be held.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF TOPPENISH, WASHINGTON, DO ORDAIN as follows:

Section 1. Section 2.05.010 of the Toppenish Municipal Code is hereby amended to read as follows:

2.05.010 Meetings-Time and place.

A. The city council shall hold regular meetings on the second and fourth Monday of each month at the hour of 7:00 PM and in addition will meet at the first Monday of each month at the hour of 5:00 PM at City Hall or at such other place time and place that the city Council may establish by resolution (motion).

B. In the event that there are no agenda items for a regularly scheduled city council meeting, or if it is known in advance that less than a quorum of the city council will be able to attend a meeting of the city council, the meeting may be cancelled by the mayor, the city manager and/or the city clerk, with notice of such cancellation being given to the members of the city council via telephone call, email and/or other method suitable for such notice. Notice of such cancellation shall also be provided to the public by posting notice of such cancellation on the door to city hall and/or other method suitable for such notice. (Ord. 2006-6 § 1, 2006; Ord. 2004-4 § 1, 2004).

Section 2. Section 2.05.020 of the Toppenish Municipal Code is hereby amended to read as follows:

2.05.020 Special meetings-Time and place.

When it is necessary to hold special meetings of the city council, the same shall be scheduled at such time and place as the notice of a special meeting shall designate in accordance with the provisions of chapter 42.30 RCW. A special meeting shall be scheduled when requested by the mayor, by the city manager and the city clerk, or by three members of the city council. When a special meeting is requested by three members of the city council, the request shall be made during a meeting of the city council, or (if not during a meeting of the city council) the request shall be made to the city manager or the city clerk. (Ord. 2004-4 § 1, 2004).

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this chapter.

Section 4. Effective date. This Ordinance shall be effective five (5) days after publication as required by law.

PASSED by the Toppenish City Council at its meeting held on the 29th day of September 2025.

ELPIDIA SAAVEDRA, Mayor

ATTEST:

LINDA FINLEY, City Clerk Pro Tem

APPROVED AS TO FORM:

DANIEL B. HEID, City Attorney

Meeting Date: September 29, 2025
Subject: AB 25-86: Discussion on Jackson and Juniper Paving
Attachments: 1. Interwest Asphalt Change Order (1)
Presented By: Andrew Hattori, CED Director
Approved for Dan Ford, City Manager
Agenda By:

Discussion:

The City of Toppenish is currently undergoing construction efforts on Jackson Street and Juniper Street for reconstruction and water main improvements. These construction activities have resulted in areas of the streets being removed and/or trenched for construction and water main installation purposes. The areas have been backfilled with gravel surfacing, which was installed for temporary purposes. As a solution to maintain adequate driving surfaces through the colder months of the year, when construction activities will need to be paused, the City has pursued quotes for asphalt services to cover the graveled areas.

The City was able to obtain three quotes for the asphalt work, the lowest of which was from Interwest Construction, Inc., who will also be doing the Rentschler Lane Improvements project in October. The quote would be a "not to exceed" amount of \$43,207 for the work and is anticipated to be below this value. Additionally, the proximity of the Rentschler project to the Jackson and Juniper project will provide expedited installation of the asphalt as they will be able to do both around the same time. The other two quotes were considerably higher.

The attached Change Order will be brought back to the City Council as a modification to the Rentschler Lane Improvements project. While this will be added to that contract, the funding for the work will be covered via the City's Water Fund and not SIED funds.

Fiscal Impact:

The work will be paid from the City's Water Fund.

Recommendation:

N/A

Alternatives:



CHANGE ORDER NO. 1



DATE: Wednesday, September 24, 2025
PROJECT OWNER: City of Toppenish
PROJECT NAME: Rentschler Lane Improvements
HLA PROJECT NO.: 25098C
CONTRACTOR: Interwest Construction, Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Applicable Sales Tax):	\$ 216,787.60
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	\$ 216,787.60
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	\$ 43,207.00
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	\$ 259,994.60

Original Contract Working Days:	15
Current Contract Working Days Adjusted by Non-Working Days and/or Previous Change Order(s):	15
Change in Contract Working Days due to this Change Order:	2
Revised Contract Working Days:	17

CONTRACTOR: _____

Date: _____

ENGINEER: _____

Date: _____

OWNER: _____

Date: _____



CHANGE ORDER NO. 1



DATE: Wednesday, September 24, 2025
PROJECT OWNER: City of Toppenish
PROJECT NAME: Rentschler Lane Improvements
HLA PROJECT NO.: 25098C
CONTRACTOR: Interwest Construction, Inc.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHANGE AMOUNT
CHANGE ORDER NO. 1					
33	CO1 - Jackson Street Paving	CALC	1	\$ 24,361.61	\$ 24,361.61
34	CO1 - Juniper Street Paving	LS	1	\$ 18,845.39	\$ 18,845.39
CHANGE ORDER NO. 1 SUBTOTAL:					\$ 43,207.00
NO SALES TAX:					\$ -
CHANGE ORDER NO. 1 TOTAL:					\$ 43,207.00

Per the City of Toppenish's request, Change Order No. 1 is proposed to pave Jackson Street and Juniper Street. CO1 - Jackson Street Paving will be compensated on a calculation basis agreed upon by the City and paid by invoice, for a total not-to-exceed amount of \$24,361.61. CO1 - Juniper Street Paving will be paid by lump sum per the contractor's proposal. Two (2) additional working days will be granted for this work. The total not-to-exceed amount for this Change Order is \$43,207.00. This Change Order compensates for all labor, equipment, materials, incidentals, and mobilization necessary to complete these improvements. SIED funding will not be utilized for this Change Order.

UNIT PRICE BID PROPOSAL

CITY OF TOPPENISH
RENTSCHLER LANE IMPROVEMENTS
CHANGE ORDER 001
HLA PROJECT NO. 25098

ITEM NO.	ITEM DESCRIPTION	PAYMT SPEC	UNIT	QUANTITY		UNIT PRICE DOLLARS-CTS		AMOUNT DOLLARS-CTS
	SCH C- JACKSON STREET		LS	1		\$23,652.05		\$23,652.05
				---	X	---	=	
SCHEDULE A SUBTOTAL								\$23,652.05
TERO FEE (3%)								\$709.56
SCHEDULE A TOTAL INCLUDING TERO FEE								\$24,361.61
ITEM NO.	ITEM DESCRIPTION	PAYMT SPEC	UNIT	QUANTITY		UNIT PRICE DOLLARS-CTS		AMOUNT DOLLARS-CTS
	SCH D – JUNIPER STREET		LS	1		\$18,296.50		\$18,296.50
SCHEDULE B SUBTOTAL								\$18,296.50
SCHEDULE B TERO FEE (3%)								\$548.89
SCHEDULE D SUBTOTAL INCLUDING TERO FEE								\$18,845.39
SCHEDULES C AND D TOTAL								\$43,207.00

Jesse Chavez

Digitally signed by Jesse Chavez
DN: C=US, E=jessechavez@interwest.biz,
O=Interwest Co., CN=Jesse Chavez
Date: 2025.09.18 10:42:52-07'00'

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