



SELAH CITY COUNCIL

5:30pm April 27, 2021



Selah City Council
Regular Meeting
Tuesday, April 27, 2021
5:30pm
Via Zoom

Mayor:
Mayor Pro Tem:
Council Members:

Sherry Raymond
Roger Bell
Russell Carlson
Jacquie Matson
Kevin Wickenhagen
Clifford Peterson
Suzanne Vargas
Michael Costello

CITY OF SELAH
115 West Naches Avenue
Selah, Washington 98942

City Administrator:
City Attorney:
Clerk/Treasurer:

Donald Wayman
Rob Case
Dale Novobielski

AGENDA

- A. Call to Order –Mayor Raymond
- B. Roll Call
- C. Councilmember Absence – Motion to Excuse
- D. Pledge of Allegiance
- E. Invocation
- F. Agenda Changes **None**
- G. Public Appearances/Introductions/Presentations
 - 1. Katrina Henkle, Selah Downtown Association – Update
- H. Getting To Know Our Businesses **None**
- I. Communications
 - 1. Oral

We are presently conducting the regular meeting portion of today's session. State law does not require a noncharter code city, such as the City of Selah, to allot time for public comment during a regular meeting between the Mayor and City Council. Historically, the City has chosen to allot time for public comment during its regular meetings, subject to a maximum of two minutes per commenter and common-sense standards of decorum. Recently, those standards of decorum have been increasingly infringed.

Those wishing to offer public comments during a regular meeting must comply with the following process and standards. Each commenter must state his/her full name and whether he/she is a registered voter residing within the city limits of Selah. Each commenter is limited to one comment and a maximum duration of two minutes per regular meeting. A maximum of thirty minutes per regular meeting will be allotted for all public comments. Comments must be constructive and respectful; no profanity, insults, defamation, or direct or implied personal attacks will be allowed. Criticism of City policy is allowed, but personal criticism of any individual is not allowed. The public comment process is not a question-and-answer process. Also, each commenter should speak solely for himself/herself rather than purporting to speak on behalf of others, repeating verbatim or nearly verbatim what another commenter has said, or repeating what a written document says.

In-person comments will be heard from the podium in the order offered by commenters (and during the Covid shutdown, written comments will be read aloud in the order received by City staff and telephonic comments may also be heard). The Mayor may cut off any in-person or telephonic comment that he/she deems inappropriate (and City staff, at the direction of the Mayor, may disallow or modify any written comment that is deemed inappropriate).

These standards are subject to revision. Those who infringe the applicable standards may be barred from offering public comments during future regular meetings.

Public comment during regular meetings is not the exclusive method to communicate with the Mayor or the City Council on any topic. People may send emails or letters, leave voicemails, or request in-person meetings, to or with the Mayor or any member(s) of the City Council. The Mayor and each member of the City Council has personal discretion over how and when he/she might respond to emails, letters, voicemails, and requests for in-person meetings.

2. Written **None**

J. Proclamations/Announcements **None**

K. Consent Agenda

All items listed with an asterisk (*) are considered routine by the City Council and will be enacted by one motion, without discussion. Should any Council Member request that any item of the Consent Agenda be considered separately, that item will be removed from the Consent Agenda and become a part of the regular Agenda.

Monica Lake * 1. Approval of Minutes: April 13, 2021 Council Meeting
Dale N. * 2. Approval of Claims & Payroll

L. Public Hearings **None**

M. General Business
1. New Business **None**
2. Old Business **None**

N. Resolutions

James Lange 1. Resolution authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS Services for the Yakima Valley School
Rob Case 2. Resolution Authorizing the Mayor to sign an "Information Technology Primary Purchase Agreement – IAA21727 Between Washington Administrative Office of the Courts (AOC) and City of Selah (CUSTOMER)"

O. Ordinances

Donald Wayman 1. Ordinance Amending Ordinance No. 2115 Establishing the 2021 Base Salary and Wage Schedule for Management, Confidential and Unrepresented Employees
Zack Schab 2. Ordinance Amending the 2021 Budget To Re-Establish A Facilities Coordinator Position

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments
2. Council Members
3. City Administrator
4. Boards

Each item on the Council Agenda is covered by an Agenda Item Sheet (AIS)

A yellow AIS indicates an action item.

A blue AIS indicates an information/non-action item.

Makenzie Hoff a. Planning Commission Minutes: March 16, 2021
5. Mayor

R. Executive Session **None**

S. Adjournment

Next Regular Meeting May 11, 2021



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
4/27/2021 K – 1

Title: Approval of Minutes: April 13, 2021 Council Meeting

From: Monica Lake, Executive Assistant

Action Requested: Approval

Staff Recommendation: Approval of Minutes

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: See Minutes for details

Recommended Motion: Motion to approve the Consent Agenda as read.
(This item is part of the Consent Agenda)

City of Selah
Council Minutes
April 13, 2021

Regular Meeting
Electronically Via Zoom

- A. Call to Order Mayor Raymond called the meeting to order at 5:30 pm.
- B. Roll Call
- Members Present: Kevin Wickenhagen; Jacquie Matson; Clifford Peterson; Roger Bell; Russell Carlson; Suzanne Vargas; Michael Costello
- Staff Present: Donald Wayman, City Administrator; Rob Case, City Attorney; Dan Christman, Police Chief; Jim Lange, Fire Chief; Joe Henne, Public Works Director; Ty Jones, Public Works Utility Supervisor; Zack Schab, Recreation Manager; Treesa Morales, Public Records Specialist; Monica Lake, Executive Assistant

C. Councilmember Absence – Motion to Excuse **None**

D. Pledge of Allegiance

Mayor Raymond led the Pledge of Allegiance.

E. Invocation

Pastor Scott Ruark gave the prayer.

F. Agenda Changes **None**

G. Public Appearances/Introductions/Presentations

1. Katrina Henkle, Selah Downtown Association – Update & Presentation

Katrina Henkle, Selah Downtown Association (SDA) Executive Director, made a presentation on a historic Selah virtual guided walking tour with QR codes on photo wrapped utility boxes around town, and gave a report on SDA activities.

H. Getting To Know Our Businesses **None**

I. Communications

1. Oral

There was no public comment provided.

2. Written None

J. Proclamations/Announcements None

K. Consent Agenda

Executive Assistant Lake read the Consent Agenda.

All items listed with an asterisk (*) were considered as part of the Consent Agenda.

* 1. Approval of Minutes: March 23, 2021 Council Meeting

* 2. Approval of Claims and Payroll:

Payroll Checks Nos. 84128 – 84144 for a total of \$335,074.92

Claim Checks Nos. 176328 – 176409 for a total of \$259,562.35

Council Member Carlson moved, and Council Member Peterson seconded, approval of the Consent Agenda as read. By a show of hands, approval was unanimous.

L. Public Hearings None

M. General Business

1. New Business

Council Member Bell moved, and Council Member Peterson seconded, that, on behalf of the Law and Justice Committee, Council allow that the Committee recommend two citizens be appointed to work on the Committee to provide transparency and input from the community. By a show of hands, approval was unanimous.

Recommendations will be given to the Mayor for appointment.

2. Old Business None

N. Resolutions

1. Resolution declaring Police Service Weapon Surplus and Authorizing Disposition of the Same as Additional Consideration for Service Provided

Introduced by Mayor Raymond and presented by Police Chief Christman. Following Council discussion,

Council Member Matson moved, and Council Member Wickenhagen seconded, to Approve the Resolution declaring Police Service Weapon Surplus and Authorizing Disposition of the Same as Additional Consideration for Service Provided. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Vargas – yes; Council Member Peterson –

yes; Council Member Bell – yes; Council Member Costello – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

2. Resolution authorizing the Mayor to sign Task Order No. 2021-02 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering and Land Surveying Services for the Wastewater Treatment Plant Facility Plan (Project)

Introduced by Mayor Raymond and presented by Public Works Director Henne. Following Council discussion,

Council Member Wickenhagen moved, and Council Member Bell seconded, to Approve the Resolution authorizing the Mayor to sign Task Order No. 2021-02 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering and Land Surveying Services for the Wastewater Treatment Plant Facility Plan (Project). Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Vargas – yes; Council Member Peterson – yes; Council Member Bell – yes; Council Member Costello – yes; Council Member Carlson – no. By voice vote, approval was unanimous.

3. Resolution authorizing the Mayor to sign Task Order 2021-03 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering Design services for the Naches Avenue Sidewalk Improvements Project

Introduced by Mayor Raymond and presented by City Administrator Wayman. After Council discussion,

Council Member Matson moved, and Council Member Wickenhagen seconded, to Approve the Resolution authorizing the Mayor to sign Task Order 2021-03 between the City of Selah and HLA Engineering and Land Surveying, Inc. to provide Engineering Design services for the Naches Avenue Sidewalk Improvements Project. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Vargas – yes; Council Member Peterson – yes; Council Member Bell – yes; Council Member Costello – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

4. Resolution Authorizing the Mayor to Sign a Facility Use Agreement between the City of Selah and the Greater Yakima Girls Softball Association (GYGSA)

Introduced by Mayor Raymond and presented by Recreation Manager Schab. After Council discussion,

Council Member Wickenhagen moved, and Council Member Bell seconded, to Approve the Resolution Authorizing the Mayor to Sign a Facility Use Agreement between the City of Selah and the Greater Yakima Girls Softball Association (GYGSA). Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Vargas – yes; Council Member Peterson – yes; Council Member Bell – yes; Council Member Costello – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

5. Resolution Authorizing the Mayor to Sign an Agreement with EIP Holdings II, LLC for Future Ground Lease and Easement Rights to a Cell Tower Site Located at 1303 Goodlander Road

Introduced by Mayor Raymond and presented by City Administrator Wayman.

Council Member Matson moved, and Council Member Peterson seconded, to Approve the Resolution Authorizing the Mayor to Sign an Agreement with EIP Holdings II, LLC for Future Ground Lease and Easement Rights to a Cell Tower Site Located at 1303 Goodlander Road. Roll was called: Council Member Wickenhagen – yes; Council Member Matson – yes; Council Member Vargas – yes; Council Member Peterson – yes; Council Member Bell – yes; Council Member Costello – yes; Council Member Carlson – yes. By voice vote, approval was unanimous.

O. Ordinances **None**

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

Fire Chief Lange – Made report.

Deputy Fire Chief Gillie – Introduced himself.

Police Chief Christman – Made report.

Public Works Director Henne – Made report.

Recreation Manager Schab – Made report.

City Attorney Case – Made report.

2. Council Members

Council Member Wickenhagen:
Yakima Valley Tourism – Made report.

Council Member Peterson:
Mental health awareness – Made report.

Council Member Bell:
Selah Park & Recreation Service Area Board – Made report.

Council Member Carlson:
No report.

Council Member Costello:
No report.

Council Member Matson:
Selah Chamber of Commerce: Made report.

Council Member Vargas:
No report.

3. City Administrator

City Administrator Wayman reported on the following topics:

- Yakima County Commissioners: approval of the interlocal agreement for the Selah Park & Recreation Service Area Board.
- USDA loan for Sewer Collection Project: Update.

4. Boards

- a. Planning Commission Minutes for November 17, 2020 & February 16, 2021
- b. Lodging Tax Advisory Committee Minutes for March 22, 2021

5. Mayor

Mayor Raymond reported on the following topics:

- Volunteers needed to fill positions on the Selah Park & Recreation Service Area Board.
- Jurassic Parliament Training next Tuesday from 5:30pm to 7:30pm.

R. Executive Session **None**

S. Adjournment

Council Member Carlson moved, and Council Member Peterson seconded, that the meeting be adjourned. By a show of hands, approval was unanimous.

The meeting adjourned at 6:29pm.

Sherry Raymond, Mayor

Roger Bell, Council Member

Russell Carlson, Council Member

Jacquie Matson, Council Member

Kevin Wickenhagen, Council Member

Clifford Peterson, Council Member

Suzanne Vargas, Council Member

ATTEST:

Michael Costello, Council Member

Dale E. Novobielski, Clerk/Treasurer



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
4/27/2021 K – 2

Title: Claims & Payroll

From: Monica Lake, Executive Assistant

Action Requested: Approval

Staff Recommendation:

Approval of Claims & Payroll as listed on Check Registers.

Board/Commission Recommendation: Not Applicable

Fiscal Impact: See Check Registers

Funding Source: See Check Registers

Background / Findings & Facts: See Check Registers

Recommended Motion: Motion to Approve the Consent Agenda as read.
(This item is part of the Consent Agenda)



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
4/27/2021 N – 1

Title: A Resolution authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS Services for the Yakima Valley School.

From: Jim Lange, Fire Chief

Action Requested: Approval

Staff Recommendation: Approval

Fiscal Impact: \$12,775.05

Funding Source: Washington State DSHS

Background / Findings & Facts: In lieu of property taxes, Washington State Department of Social and Health Services pays \$12,775.05 annually to the Selah Fire Department for Fire and EMS Services. This Interlocal Agreement will be in effect from July 1, 2021 through June 30, 2023.

Recommended Motion: Move to approve Resolution authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS Services for the Yakima Valley School.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Record of all prior actions taken by the City Council and/or a City Board, City Committee, Planning Commission, or the Hearing Examiner (where applicable)

Date:	Action Taken:
3/26/2019	Resolution authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS services for the Yakima Valley School
3/28/2017	Resolution authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS services for the Yakima Valley School
9/8/2015	Resolution authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS services for the Yakima Valley School

CITY OF SELAH, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the Mayor to sign an Interlocal Agreement with the Washington State Department of Social and Health Services for Fire and EMS services for the Yakima Valley School.

WHEREAS, the City of Selah and Washington State Department of Social and Health Services have previously entered into an Interlocal Agreement wherein the Selah Fire Department provides fire and EMS services in exchange for payment by the Department of Social and Health Services for those services; and

WHEREAS, the City of Selah and Washington State Department of Social and Health Services wish to renew the Interlocal Agreement for the sum of \$12,775.05 annually for the purpose of providing fire and EMS services by the Selah Fire Department.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, HEREBY RESOLVES as follows:

The Mayor is authorized to sign an Interlocal Agreement for Fire and EMS services for the Yakima Valley School.

PASSED this 27th day of April, 2021.

Sherry Raymond, Mayor

ATTEST:

APPROVED AS TO FORM:

Dale Novobielski, Clerk/Treasurer

Rob Case, City Attorney



INTERLOCAL AGREEMENT

DSHS Agreement Number:
2164-17948

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

Program Contract Number:

Contractor Contract Number:

CONTRACTOR NAME Selah, City of		CONTRACTOR doing business as (DBA) Selah, City of	
CONTRACTOR ADDRESS 206 West Fremont Avenue Selah, WA 98942		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER 55327
CONTRACTOR CONTACT James Lange	CONTRACTOR TELEPHONE (509) 698-7310	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS james.lange@selahwa.gov
DSHS ADMINISTRATION Facilities, Finance and Analytics Administration	DSHS DIVISION Office of Capital Programs	DSHS CONTRACT CODE 1000LC-64	
DSHS CONTACT NAME AND TITLE Jeanne Rodriguez Contract Manager		DSHS CONTACT ADDRESS 1115 S Washington St MS45848 Olympia, WA 98504-5848	
DSHS CONTACT TELEPHONE (360)791-6862	DSHS CONTACT FAX (360) 902-7889	DSHS CONTACT E-MAIL ADDRESS rodrijr@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBER(S)	
AGREEMENT START DATE 07/01/2021	AGREEMENT END DATE 06/30/2023	MAXIMUM AGREEMENT AMOUNT \$25,550.10	
EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference: <input type="checkbox"/> Exhibits (specify): No Data Security Exhibit <input type="checkbox"/> No Exhibits.			
The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE		PRINTED NAME AND TITLE	DATE SIGNED

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
 - c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
 - d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
 - e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
 - f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key;" a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.
 - i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
 - k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
 - l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.

DSHS General Terms and Conditions

- m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
 - n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
 - o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.
 - q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.
 - r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
2. **Amendment.** This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.
4. **Billing Limitations.**
- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
 - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
6. **Confidentiality.**
- a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential

DSHS General Terms and Conditions

Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:

- (1) as provided by law; or,
 - (2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.
- b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:
- (1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.
 - (2) Physically Securing any computers, documents, or other media containing the Confidential Information.
 - (3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
 - (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.
 - (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.
 - (c) Verifying after transmittal that the fax was received by the intended recipient.
 - (4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:
 - (a) Use a Trusted System.
 - (b) Encrypt the Confidential Information, including:
 - i. Encrypting email and/or email attachments which contain the Confidential Information.
 - ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.
- Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.**
- (5) Send paper documents containing Confidential Information via a Trusted System.
 - (6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.
- c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.

DSHS General Terms and Conditions

- d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.
 - e. Notification of Compromise or Potential Compromise. The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.
7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.
8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.
10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor's place of business, Contractor's records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract's termination or expiration.
11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.
- Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

DSHS General Terms and Conditions

13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.
14. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
15. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

- a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.
 - b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.
 - (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.
 - c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.
16. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Interlocal Agreements:

17. **Disputes.** Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts

DSHS General Terms and Conditions

at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve, through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

18. Hold Harmless.

- a. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's, or any Subcontractor's, performance or failure to perform this Agreement, or the acts or omissions of the Contractor or any Subcontractor. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.
- b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.

19. Ownership of Material. Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use

DSHS General Terms and Conditions

this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

20. Subrecipients.

- a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 and this Agreement, the Contractor shall:
 - (1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;
 - (3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;
 - (4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;
 - (5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and
 - (6) Comply with the Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <https://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:
 - (1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a "Summary Schedule of Prior Audit Findings" reporting the status of all audit findings included in the prior audit's schedule of findings and questioned costs.
- c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

DSHS General Terms and Conditions

21. Termination.

- a. **Default.** If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.
- b. **Convenience.** Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.
- c. **Payment for Performance.** If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

22. Treatment of Client Property.

Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.

Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Patient" means any or all of the clients, residents, or patients at Yakima Valley School.
 - b. "Residential Care Services" or "RCS", means a DSHS Division that are responsible for the licensing and oversight of adult family homes, assisted living facilities, nursing facilities, intermediate care facilities for individuals with intellectual disabilities, and certified residential programs.
 - c. "Yakima Valley School" or "YVS" means a residential habilitation center owned and operated by the State of Washington, DSHS, Developmental Disabilities Administration (DDA), which is situated at 609 Speyers Avenue, Washington, 98942.

2. **Purpose.** The purpose of this Contract is for the Contractor to provide emergency medical, fire suppression, fire protection, and inspection services for the Yakima Valley School (YVS) campus in accordance with RCW 35.21.775.

3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
 - a. Provide fire protection and suppression services to all lands, equipment, buildings and their contents, related property improvements, and the personal property of Patients and employees located on or at the YVS campus in Yakima County, Washington. Contractor shall provide quarterly written performance reports that identify the number of fire and suppression services calls responded to at YVS, the type of incidents, and the services provided by the Contractor.
 - b. Provide emergency medical services to all people residing, working or visiting the YVS campus. Contractor shall provide quarterly written performance reports that identify the number of emergency medical services calls responded to at YVS, the type of incidents, and the services provided by the Contractor.
 - c. Provide inspections as often as necessary, but not less than annually, across the whole of the YVS campus for the purpose of identifying fire code violations and any other law or standard including those set forth by Residential Care Services (RCS) affecting fire and life safety in order to ensure the safety of individuals in YVS campus facilities. Upon completion of annual inspections, Contractor shall provide a written report to YVS of its findings and recommendations.
 - d. For any significant fire/incident to which the Contractor responds, and the fire/incident results in a required debriefing by YVS administration officials, a representative of the Contractor shall provide consultation during the incident debriefing. For significant fire/incidents to which the Contractor responds, Contractor shall provide a written summary report of the debriefing information Contractor provided to YVS.
 - e. The Contractor shall send all required written reports within this Agreement to the DSHS Contract Contact provided on the cover page of this Agreement.

4. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Agreement is up to a maximum of \$ 25,550.10, including any and all expenses, and shall be based on the following assumptions:
 - a. DSHS shall pay the Contractor a fee based upon the sum of the YVS total square footage of improvements multiplied by \$.09 (nine cents) per square foot per year.

Special Terms and Conditions

- b. YVS total gross square footage as of July 1, 2021 equals 141,945.
 - (1) 141,945 sf x \$0.09 equates to \$12,775.05 annually, or \$1,064.59 monthly, for the period of July 1, 2021, through June 30, 2023.
- c. This contract may be extended by additional two year terms upon mutual agreement of the parties.
- d. All payments to Contractor under this Contract shall be contingent upon Contractor's satisfactory completion of all goods and services, including all written reports.

5. Billing and Payment.

- a. Invoice System. The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to: **CIBS, Attn: Fiscal, 609 Speyers Avenue, Washington, 98942**, by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
- b. Payment. Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by Western State Hospital of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

6. Insurance.

- a. DSHS certifies that it is self-insured under the State's self-insurance liability program, as provided by RCW 4.92.130, and shall pay for losses for which it is found liable.
- b. The Contractor certifies, by checking the appropriate box below, initialing to the left of the box selected, and signing this Agreement, that:

_____ The Contractor is self-insured or insured through a risk pool and shall pay for losses for which it is found liable; or

_____ The Contractor maintains the types and amounts of insurance identified below and shall, prior to the execution of this Agreement by DSHS, provide certificates of insurance to that effect to the DSHS contact on page one of this Agreement.

Commercial General Liability Insurance (CGL) – to include coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

1.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item

4/27/2021

N – 2

Title: Resolution Authorizing the Mayor to sign an “Information Technology Primary Purchase Agreement – IAA21727 Between Washington Administrative Office of the Courts (AOC) and City of Selah (CUSTOMER)”

From: Rob Case, City Attorney (on behalf of Anita Garcia, Clerk/Court Administrator of the Selah Municipal Court)

Action Requested: Approval

Staff Recommendation: That the City Council vote to authorize the Mayor to sign on behalf of the City of Selah, and thus commit the City to, the designated Agreement.

Fiscal Impact: None.

Funding Source: N/A

Background / Findings & Facts: The Washington State Administrative Office of the Courts (AOC) is authorized under RCW Chapters 2.56 and 2.68 and the Judicial Information System Committee Rules to provide an adequate level of automated services to the judiciary within the state. The City’s Municipal Court is part of the judiciary. Under this Agreement, the City will directly purchase information technology, followed by submission of reimbursement vouchers to AOC and ultimate receipt of full reimbursement from AOC. Thus, there is no fiscal impact resulting from this Agreement. This Agreement simply establishes a new direct-purchase-followed-by-reimbursement process.



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Recommended Motion: I move to approve the Resolution Authorizing the Mayor to Sign an “Information Technology Primary Purchase Agreement – IAA21727 Between Washington State Administrative Office of the Courts and City of Selah”

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN
“INFORMATION TECHNOLOGY PRIMARY PURCHASE AGREEMENT –
IAA21727 BETWEEN WASHINGTON STATE ADMINISTRATIVE OFFICE
OF THE COURTS AND CITY OF SELAH”

WHEREAS, the Washington State Administrative Office of the Courts (AOC) is authorized under RCW Chapters 2.56 and 2.68 and the Judicial Information System Committee Rules to provide an adequate level of automated services to the judiciary within the state; and

WHEREAS, the City’s Municipal Court is part of the judiciary; and

WHEREAS, the City’s Municipal Court has occasional and periodic needs for additional or upgraded information technology; and

WHEREAS, the City believes it will be more convenient and expeditious for it to purchase such information technology directly and to later seek and obtain reimbursement from AOC, rather than to have AOC or a different third-party purchase such information technology; and

WHEREAS, AOC is willing to enter into a reimbursement arraignment with the City for these information technology purchases;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the Mayor be authorized to sign an “Information Technology Primary Purchase Agreement – IAA21727 Between Washington State Administrative Office of the Courts and City of Selah”.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 27th day of April, 2021.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

INFORMATION TECHNOLOGY PRIMARY PURCHASE AGREEMENT - IAA21727
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
CITY OF SELAH

THIS AGREEMENT is made and entered into by and between the Washington State Administrative Office of The Courts (AOC) and City of Selah (CUSTOMER)

1. PURPOSE

AOC is authorized under Chapters 2.56 and 2.68 RCW and the Judicial Information System Committee Rules to provide an adequate level of automated services to the judiciary of the state of Washington. This Information Technology Primary Purchase Agreement (ITPPA) sets out the terms and conditions under which AOC will provide information system technology to the CUSTOMER.

2. STATEMENT OF WORK

- 2.1. CUSTOMER and AOC will execute a Purchase Reimbursement Agreement (PRA) hereunder on each occasion when the AOC has determined that an information technology equipment purchase/reimbursement needs to be undertaken for one of the CUSTOMER's court systems.
- 2.2. Each such PRA will specifically reference this ITPPA as the authority for executing the PRA and will indicate that the PRA is executed pursuant to the terms and conditions of this ITPPA.
- 2.3. The PRA will describe in adequate detail the equipment to be purchased, including the specifications for each type of equipment to be purchased and the number of units of each type of equipment to be purchased.
- 2.4. The PRA must clearly describe a deadline, or deadlines, as the case may be, for the CUSTOMER to purchase the equipment and to submit an invoice for reimbursement to the AOC. Reimbursement will be disallowed for failure to submit an invoice before the expiration of the deadline set forth.
- 2.5. The PRA will detail the maximum amount reimbursable from the AOC to the CUSTOMER per unit of equipment to be purchased. The funding provided by AOC shall be only at the level required for the purchase of equipment precisely meeting the specifications provided, including the number of units of each type of equipment, and no more. Should the CUSTOMER acquire equipment which exceeds the provided specifications or ~~a greater~~ number of units of equipment permitted by the PRA, the CUSTOMER shall be responsible for that portion of the acquisition costs associated with those aspects of the equipment which exceed either the specifications or the number of units.
- 2.6. CUSTOMER shall submit a State of Washington Invoice Voucher (Form A19-1A) to the Financial Services Section at AOC, PO Box 41170, Olympia, WA 98504-1170 for reimbursement in accordance with the amounts allowed in the respective PRA. The invoice must detail the costs for which the CUSTOMER is seeking reimbursement.

*Exceeds the
amt*

Supporting documentation, including the purchased ~~equipment~~^{equipment's} specifications and a copy of the invoice from the vendor of the purchased equipment, must be attached to the Invoice Voucher.

3. PERIOD OF PERFORMANCE

This Agreement is effective on the date of execution by both parties and remains in full force and effect until terminated by either party in accordance with the TERMINATION provisions herein.

4. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other ~~material~~^{material} relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Evidence
any

5. INDEPENDENT CAPACITY

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

6. AGREEMENT ALTERATIONS AND AMENDMENTS

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

7. TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement and any PRA prior to the effective date of termination.

8. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

9. DISPUTES

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

10. GOVERNANCE

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

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

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

11. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

12. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

13. SEVERABILITY

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

14. ALL WRITINGS CONTAINED HEREIN

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

15. CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

AOC Program Manager	City Program Manager
<p>Christine Winslow PO Box 41170, 1206 Quince Street SE Olympia, WA 98504-1170 christine.winslow@courts.wa.gov 360-705-5249 - FAX 360-956-5700</p>	<p>Anita Garcia 115 W. Naches Ave Selah, WA 98942-1323 anita.garcia@selahwa.gov 509-698-7329</p>

IN WITNESS WHEREOF, the parties have executed this Agreement.

**THE ADMINISTRATIVE OFFICE
OF THE COURTS**

CITY OF SELAH

Signature *Date*

Name

Title

Signature *Date*

Name

Title



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Action Item
4/27/2021 O – 1

Title: Ordinance Amending Ordinance No. 2115 Establishing the 2021 Base Salary and Wage Schedule for Management, Confidential and Unrepresented Employees

From: Donald Wayman, City Administrator

Action Requested: Approval

Staff Recommendation: Recommend Approval

Board/Commission Recommendation: Not Applicable

Fiscal Impact: \$ 3,573 monthly salary for a Facilities Coordinator.

Funding Source: Fund 118 Civic Center 75%, Fund 001 Dept 71 Participant Recreation 15% and Fund 119 Transit 10%

Background / Findings & Facts: The Civic Center is in the process of resuming daily rental activities and desires to re-establish the position of Facilities Coordinator.

Recommended Motion: Move to approve the “Ordinance Amending Ordinance No. 2115 establishing the 2021 Base Salary and Wage Schedule for Management, Confidential and Unrepresented Employees”



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Record of all prior actions taken by the City Council and/or a City Board, City Committee, Planning Commission, or the Hearing Examiner (where applicable)

Date:	Action Taken:
12/8/2020	Ordinance Establishing the 2021 Base Salary and Wage Schedule for Management, Confidential and Unrepresented Employees.
1/12/2021	Ordinance Amending Ordinance No. 2115 Establishing the 2021 Base Salary and Wage Schedule for Management, Confidential and Unrepresented Employees

ORDINANCE NO. _____

ORDINANCE AMENDING ORDINANCE NO. 2115 ESTABLISHING THE 2021 BASE SALARY AND WAGE SCHEDULE FOR MANAGEMENT, CONFIDENTIAL AND UNREPRESENTED EMPLOYEES

THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does amend the following "2021 Base Salary and Wage Schedule" for management, confidential and unrepresented employees, as follows:

FULL-TIME REGULAR

MONTHLY SALARY (gross)

Community Services

Facilities Coordinator

\$ 3,573

The effective date of this Ordinance is May 17, 2021.

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 27th day of April, 2021.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney



**CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY**



Council Meeting Action Item
4/27/2021 O – 2

Title: Ordinance Amending the 2021 Budget To Re-Establish A Facilities Coordinator Position

From: Zack Schab, Community Services Manager

Action Requested: Approval

Staff Recommendation: Approve Ordinance.

Fiscal Impact: \$ 39,102

Funding Source: Fund 001 General \$ 5,865, Fund 118 Civic Center \$ 29,326 and Fund 119 Transit \$ 3,911.

Background / Findings & Facts: Effective May 17, 2021 the City would like to re-establish the position of Facilities Coordinator to resume the daily rental operation of the Civic Center.

Recommended Motion: I move to approve the Ordinance amending the 2021 budget for the re-establishment of the position of Facilities Coordinator.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2021 BUDGET TO RE-ESTABLISH A FACILITIES COORDINATOR POSITION

WHEREAS, the City desires to amend the 2021 Budget to re-establish a Facilities Coordinator position;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does ordain as follows: that the Clerk-Treasurer be authorized to amend the 2021 Budget as follows:

001 General

Participant Recreation

001.000.071.571.20.11.00	Regular Pay	\$ 3,818
001.000.071.571.20.21.00	Personnel Benefits	2,047

Non-Departmental

001.000.999.508.80.00.00	New Ending Unreserved Fund Balance	\$ 1,167,426
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118 Civic Center

118.000.075.362.40.00.00	Facility Rental	\$ 29,326
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118.000.075.575.50.11.00	Regular Pay	\$ 19,091
118.000.075.575.50.21.00	Personnel Benefits	10,235

119 Transit

119.000.047.547.60.11.00	Regular Pay	\$ 2,546
119.000.047.547.60.21.00	Personnel Benefits	1,365

119.000.999.508.10.00.00	New Ending Reserved Cash & Investments	\$ 427,731
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PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 27th day of April 2021.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney



CITY OF SELAH
CITY COUNCIL
AGENDA ITEM SUMMARY



Council Meeting Informational Item
4/27/2021 Q – 4a

Title: Planning Commission Minutes from March 16, 2021

From: Makenzie Hoff, Planning Specialist

Action Requested: Informational - No action needed

Staff Recommendation: N/A

Board/Commission Recommendation: Not Applicable

Fiscal Impact: N/A

Funding Source: N/A

Background / Findings & Facts: N/A

City of Selah
Planning Commission Minutes
Of
March 16, 2021

A. Call to Order

Chairman Smith calls the meeting to order at 5:34 pm.

B. Roll Call

Members Present: Chairman Smith, Vice Chairman Torkelson, Commissioners: Goodall, Swayze, and Peterson.

Members Absent:

Staff Present: Jeff Peters, City Planner; Makenzie Hoff, Minutes Secretary; Rob Case, City Attorney

Guest: David Van Alstein, Short Plat Applicant

C. Agenda Changes : None

D. Communications

1. Oral - None

2. Written - None

E. Approval of Minutes

1. *Approval of minutes from February 16, 2021.*

Chairman Smith asks for a motion to approve the minutes from the February 16, 2021 meeting.

Vice Chairman Torkelson motions to approve.

Commissioner Goodall seconds.

Minutes are approved with a voice vote of 5-0.

F. Public Hearings

Open Record Public Hearing for Preliminary Short Plat File Number: 2021-001.

Chairman Smith opens the Public Hearing and asks Mr. Peters to present the staff report and facts and findings.

Mr. Peters reads verbatim from the staff report.

Mr. Peters states that the Planning Department is recommending approval of this Short Plat with 8 conditions mentioned in the staff report.

Chairman Smith asks if Mr. Van Alstein, Short Plat applicant, has anything to add.

Mr. Van Alstein states that Jeff covered everything.

Chairman Smith states for the record there is no public comment.

Vice Chairman Torkelson makes a motion to approve.

Commissioner Goodall seconds.

Motion is approved with a voice vote of 5-0.

G. General Business

1. Old Business - No Old Business

2. New Business - Study Session regarding City of Selah Sign Code changes – Presented by Rob Case (City Attorney) and Jeff Peters (City Planner).

Mr. Peters goes over the changes that him and Mr. Case, City of Selah Attorney, have gone over and amended from the current Sign Ordinance.

Mr. Peters summarizes the U.S. Supreme Court case, Reed vs The Town of Gilbert, where it was decided that you cannot discriminate commercial speech from private speech.

Mr. Case expanded on Mr. Peter's summary of the court case by explaining, if a city's municipal code has any sections that require you to read a sign to be able to decide whether it meets code or not, that has been deemed unconstitutional.

Mr. Case also explained that it is important to update Selah's sign code because the City of Selah is currently a defendant in a federal law suit that concerns Selah's sign code. He explains that part of Selah's Sign Code has a section for "Political signs," that make it partly unconstitutional.

Mr. Case explains, one of the big changes him and Mr. Peters are proposing in the new sign ordinance is to eliminate any preexisting aspects of the code where someone would need to read the sign to figure out if it meets criteria or not and create more "blanket rules" instead.

Mr. Case asks if there are any questions or concerns.

Commissioner Peterson had a question about the definition of, "temporary," and asked if a timeline could be added to the definition.

Mr. Case and Mr. Peters addressed their concerns about adding a duration to the definition of "temporary."

There is discussion about signs on private property and temporary signs on private property.

Commissioner Peterson has a concern about not allowing illuminated signs in residential areas.

There is discussion about holiday signs that are illuminated, and other small illuminated signs like

house numbers and homeowner names.

Mr. Case and Mr. Peters state they will take a look at the section that addresses lighted signs on private, residential property and see what they can do about allowing them.

There is discussion about code enforcement.

Next study session is agreed to be on April 6, 2021 and comments need to be in by March 29, 2021.

H. Reports/Announcements

1. Chairman -
2. Commissioners -
3. Staff - Planning/Building Department Updates

Mr. Peters addressed some of the projects that will be coming through Planning Commission soon.

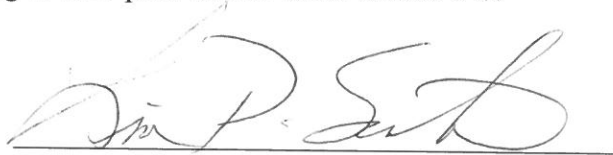
I. Adjournment

Chairman Smith asks for a motion to adjourn the meeting.

Vice Chairman Torkelson motions to adjourn.

Commissioner Goodall seconds.

Chairman Smith adjourns the meeting at 7:27 p.m. with a voice vote of 5-0.



Chairman Lisa Smith