

RESOLUTION NO. 2960

RESOLUTION AUTHORIZING SELAH TO ENTER INTO, VIA A SIGNATURE BY THE MAYOR PRO TEMPORE THEREON, A PROFESSIONAL SERVICE AGREEMENT WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS THAT WILL ESTABLISH AND GOVERN THE OPERATION OF A LOCAL CRIME LAB

WHEREAS, the City Council believes that participating in the establishment and operation of a Local Crime Lab – along with other municipalities in Yakima County – will be beneficial for the City; and

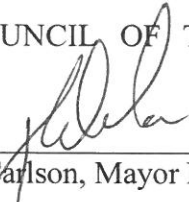
WHEREAS, the Yakima Valley Conference of Governments (YVCOG) is willing and able to operate the Local Crime Lab, in exchange for payment by the participating municipalities of respective financial amounts; and

WHEREAS, YVCOG has prepared a ten-page (including its Attachment A and Attachment B) written contract labeled “Yakima Valley Local Crime Lab Professional Service Agreement” that will establish the Local Crime Lab and govern its operation; and

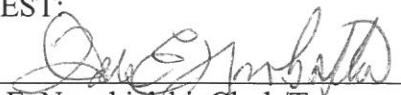
WHEREAS, the terms of such Professional Service Agreement are acceptable to the City Council, including but not limited to the Scope of Work specified on its Attachment A and Selah’s respective financial obligations for the initial three years (*i.e.*, 2023-2025) specified on its Attachment B;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that Selah is hereby authorized to enter into, via a signature by the Mayor Pro Tempore thereon, the ten-page Professional Service Agreement in the form appended hereto.


PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of December, 2022.



Russell Carlson, Mayor Pro Tempore

ATTEST:


Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:


Rob Case, City Attorney

**YAKIMA VALLEY LOCAL CRIME LAB
PROFESSIONAL SERVICE AGREEMENT**

THIS PROFESSIONAL SERVICE AGREEMENT ("Agreement"), entered into this 13 day of NOVEMBER, 2022 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of SELAH a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City") (together the "Parties"), acting herein by RUSSEL CARLSON, Mayor, hereunto duly authorized:

MAYOR PRO
TEMPORE

RECITALS

WHEREAS, the Conference and participating local governmental entities have determined that there is a mutual benefit in developing and maintaining a regional crime preventative program, sharing information, and coordinating services on a regional basis and providing for the centralized administration of a Local Crime Lab and everyone recognizes the shared benefit thereof;

WHEREAS, the Conference possesses staff and facilities to develop and administer a mutual Local Crime Lab for the collective benefit of participating members consisting of county and local municipal entities; and

WHEREAS, the City and Conference desire to enter into this contract for the purpose of establishing, developing, and administering a Local Crime Lab;

WHEREAS, the City has determined that a need exists and through a cooperative regional resource for gathering, maintaining, and facilitating local and regional information and services a benefit provided;

WHEREAS the Conference is the subrecipient of the Federal American Rescue Plan Act (ARPA) of 2021 which is providing grant funding for the purposes of assisting with the development of this regional crime preventative program; and,

WHEREAS, the City is desirous of contracting with the Conference for administrative and other services related to a regional crime preventative program and Local Crime Lab.

NOW THEREFORE, the Parties do mutually agree as follows:

1. Services to be Provided by the Parties:

- a. The Conference shall protect the purpose of this Agreement which is to stand up a regional crime lab with forensic equipment and expertise in a manner consistent with the activities more specifically laid out in the Scope of Work (Attachment A to this Agreement), subject to modifications deemed necessary for the development and maintenance of a Local Crime Lab.
- b. The City will provide such assistance, information, and data as may be reasonably required to support the objectives set forth in the Scope of Work and to develop and maintain a supportive regional crime preventative program.

- c. The success of the Local Crime Lab is contingent upon the City's good faith participation and cooperation with the Conference in developing, maintaining, and administrating the Local Crime Lab. The City agrees to cooperate and support the development of the program including the division of information, data, and other materials reasonably necessary or supportive of the collective commitment of participating entities.

2. Time of Performance:

The effective date of this contract shall be the date the Parties sign and complete execution of the contract. Three-year funding by ARPA provides funding for the development and induction of the program. This is a one (1) year contract, but the Parties recognize and agree that the collective intent of the participating entities is to establish and maintain a program that will support the region and local communities over a sustained period of time.

3. Consideration:

- a. The City shall share the cost of developing the program based upon a three-year budget as more particularly set forth in Attachment B which is for all allowable costs and expenses in furtherance of the Scope of Work.
 - i. Reimbursement under this contract shall be based on an annual budget and assessed on a per capita basis. The assessment for 2023, 2024, and 2025 is detailed in Attachment B to this Agreement, which sets forth the projected budgets. The projected budgets are based on City's population.
 - ii. Year 2026 will be supported by appropriate documentation of costs actually incurred annually before October 31, 2025. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual requirements necessary to carry out the purposes of this Agreement.
 - iii. Assessments for periods after the first three years, beginning in year 2026, should be determined by the annual budget and divided on a pro rata basis which is determined in proportion to City's population.
- b. Funding and support of the program in subsequent years is upon the City's determination and appropriation of funds will go to support the activities described in this Contract. The renewal of the City's participation in the program shall be determined annually but it is recognized that the intent is to establish a cooperative and mutually beneficial Local Crime Lab that supports both the region and participating municipalities.

4. Maintenance of Records:

- a. The Conference shall maintain complete and accurate records of all business and activities under this Agreement as it relates to the development, operation, and financial records for the program. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance. During the term of this Agreement and per state law for sever years

following termination or expiration of this Agreement, the Parties shall maintain records sufficient to:

- i. Document performance of all acts required by law, regulation, or this Agreement;
 - ii. Maintain accounting procedures, practices, and records that sufficient and properly document the Conference's invoices and all expenditures made by the Conference to perform as required by this Agreement; and
 - iii. For the same period, the Conference shall maintain records sufficient to substantiate the Conference's statement of its organization's structure, tax status, capabilities, and performance.
- b. The Conference shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Conference records with respect to matters covered by this Agreement shall be subject to examination by the State Auditor.
 - c. The Conference shall make available to City a copy of audit report, recommendations, and findings upon written request. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.
 - d. The Conference is responsible for any audit expenses incurred in any audit and any such expenses are normal and reasonable charges to the program. The Conference shall make available financial and other components of the work and services provided as part of the project and this Agreement upon the City's written request.

The City and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records, and books of the Conference involving transactions related to this local program and contract.

5. Relationship:

The relationship of the Conference to the City shall be that of an independent contractor rendering professional services. The Conference shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Conference.

The Parties agree that, for the purposes of this Agreement, the Conference is an independent contractor and neither the Conference nor any employee of the Conference is an employee of the City. Neither the Conference nor any employee of the Conference is entitled to any benefits that the City provides its employees. The Conference is solely responsible for payment of any statutory workers' compensation or employer's liability insurance as required by state law.

6. Breach, Termination, and Dispute Resolution:

- a. If the Conference fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as set forth herein, including, but not limited to, termination of the contract between Parties in the manner specified herein.
- b. Failure/Breach – If the Conference fails to comply with the terms and conditions of this Agreement, or City asserts a material breach of obligations under the Parties' contract, the City shall provide written notification to the Conference of the asserted breach or failure to comply with terms or conditions of the Parties' contract. The Conference shall have thirty (30) days in which to dispute or correct the asserted breach or failure.
- c. Termination for Cause – The Parties shall have the right to terminate this contract for cause including the following:
 - (1) The Conference's material breach of the terms and conditions of this Agreement and failure to correct or resolve alleged failures or breaches as provided in the preceding paragraph;
 - (2) By mutual consent of Conference and City, in which case the two Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
 - (3) City's failure to pay assessments to the Conference promptly or within sixty (60) days after invoices are rendered. Conference shall have the option of terminating this Agreement, but City shall remain obligated for all assessments and obligations through date of termination.
- d. Dispute Resolution – Should any dispute arise between the Parties, the dispute matters shall be first submitted to mediation before a mutually acceptable mediator. The Parties shall each pay their own costs associated with mediation and each shall pay one-half of the selected Mediator's fees. If the mediation is unsuccessful, then the matter, at either party's request, shall be submitted to binding arbitration in accordance with the Uniform Arbitration Act (Chapter 7.04A RCW). A substantially prevailing party shall be entitled to recover their costs and attorneys' fees incurred in the arbitration, and the substantially non-prevailing party shall pay the cost of the arbitration, including the arbitrator's fee.

7. Reports and Periodic Review:

- a. Reports to Participating Entities – Conference shall provide to City and other participating entities, periodic reports (not less than annually) of the development, operations, programs, and recommendations with respect to continuing and future services and activities for the Local Crime Lab. In the context of periodic review, the City shall also provide to the Conference any recommendations, proposals, or questions regarding both past and future operations of the program. The intent of the Parties is that the development of the Local Crime Lab shall be a collaborative effort that will benefit from a transparent and open line of communication between all participating entities.

- b. Annual Reports – The Conference shall furnish the City annual reports pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.
- c. Recognition of Development – Conference and City recognize that the development of the Local Crime Lab will be a significant undertaking with the first three (3) years being a period where the program, administration and services are developed through the collaborative efforts of all participating entities. Conference shall coordinate a collaborative review of the development and operation of the program during the summer of 2025 for the purpose of conducting a collaborative review of the program for the purpose of refining the scope and parameters of operations and services.

8. Amendments:

This Agreement, or any term or condition, may only be modified in writing and signed by both Parties. Only personnel authorized to bind each of the Parties shall sign an amendment.

9. Personnel:

The Conference represents that they have, or will secure at their own expense, all personnel required in order to perform under this Agreement. Such personnel shall not be employees of, or have a contractual relationship with, the City.

All services required hereunder will be performed by the Conference 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.

The work or services covered by this Agreement may be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

10. Assignability:

The Conference shall not assign any interest on this Agreement, nor shall it transfer any interest on this Agreement (whether by assignment or novation), without prior written consent of the City thereto; provided, however, that claims for money by the Conference from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval.

11. Findings of Confidentiality:

The Parties shall use any confidential information gained by reason of this Agreement only for the purposes of this Agreement. Neither the City nor the Conference shall disclose, transfer, or sell any such information to any other party, except as provided by law. All of the reports, information, data, etc., prepared or assembled by the Conference under this contract are confidential to participants in the program and the Conference agrees that they shall not be made available to any individual or organization without prior written approval of the City unless otherwise subject to public records laws. The City shall agree the same.

12. Copyright:

No reports, 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 Conference.

13. Compliance with Laws:

- a. The Conference shall comply with all applicable local, state, and federal laws, related to the performance of services under this Agreement and the operation and administration of the regional crime preventative program.
- b. To the maximum extent permitted by law, the Conference shall, at its cost and expense, indemnify, defend, and hold City harmless from and against any and all demands, liabilities, causes of action, costs and expenses (including attorneys' fees), claims, judgments, or awards of damages, arising out of or in any way resulting from the gross negligence of the Conference, or its agents or subcontractors. The Conference shall maintain liability insurance covering its activities and services provided under this agreement in the form and amount determined reasonable and appropriate by the Conference.

14. Title to Property:

Title to all property purchased or furnished by Conference for use by the Conference during the term of this agreement shall remain with the Conference. The Conference shall take reasonable steps to protect and maintain all property in its possession against loss or damage. Since federal funds will provide the primary source for acquisition of necessary equipment and assets, the disposition of equipment and assets upon termination of the program shall be in accordance with applicable federal law and requirements, including but not limited to the provisions of 2 CFR Section 200.313, as amended.

15. Nondiscrimination:

The Conference agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental, or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60), or under Title VI of the Civil Rights Act of 1964, or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule, or regulation.

16. Interest of Members of the City:

No member of the governing body of the City and no other officer, employee, or agent of the City 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; and the Conference shall also take appropriate steps to assure compliance.

17. Interest of Other Public Officials:

No member of the governing body of the locality and no other public official of such locality, 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; and the Conference shall take appropriate steps to assure compliance.

18. Interest of Consultant and Employees:

The Conference covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Conference further covenants that in the performance of this contract, no person having such interest shall be employed.

19. Creation of an Operations Board:

The Conference shall establish an Operations Board to provide oversight to the program and which shall consist of the Cities' Police Chief and the Yakima County's Sheriff. The Yakima County Prosecuting Attorney, or his delegate, will sit on the Board ex officio and will hold no voting privileges. As part of its role, the Board will meet regularly to discuss operations, programs, and services under this program, as well as its development. This Board will constitute a collaborative measure to ensure that the interests and concerns of the participating members are represented.

20. Hold Harmless:

The Conference agrees to indemnify, defend, and hold City harmless from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Conference's and its agents' negligent performance of work associated with this agreement. The Conference shall not be liable for property and bodily injury that may result from the negligence of any construction contractor or construction subcontractor.

21. Integration Provision:

It is agreed and understood that this Agreement contains all agreements, promises and understandings between the Conference and the City and that no verbal or oral agreements, promises or understandings shall be binding upon either party in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity

This agreement contains all terms and conditions agreed to by the City and the Conference. The Attachments to this agreement are identified as follows:

- Attachment A, Scope of Work, consisting of 1 page.
- Attachment B, Local Crime Lab Services Costs, consisting of 1 page.

IN WITNESS WHEREOF, the City and the Conference have executed this contract agreement as of the date and year last written below.

CITY OF SELAH
WASHINGTON

YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

by [Signature],
Mayor/City Manager
MAJOR PRO TEMPORE

by _____,
YVCOG Chair/Executive Director

ATTEST:
by [Signature]
City Clerk

ATTEST:
by _____
Secretary

Date: 12/13/22

Date: _____

APPROVED AS TO LEGAL FORM:

by _____
Attorney for YVCOG

WSBA # _____

ATTACHMENT A

SCOPE OF WORK

Services performed under this contract shall consist of, but are not limited to, the following described tasks. It is recognized that the services performed under this contract may be modified based on the directives of the funding sources who hold certain privileges and abilities to direct and make modifications. The purpose of this contract is to stand up a regional crime lab with forensic equipment and expertise.

- Develop a Program within Yakima Valley Conference of Governments, known as the Local Crime Lab, to provide intelligence and forensic services to local law enforcement.
- Provide organizational management of the Local Crime Lab.
- Purchase equipment and software applications to support forensic services.
- Maintain accounting records for audit with the Washington State Auditor's Office.
- Hire and train staff to become experts with equipment purchased that will be owned and maintained in furtherance of Local Crime Lab including for intelligence and forensic purposes.
- Develop policies and procedures for internal control for the Local Crime Lab.
- Develop and submit annual reports to the participating members identifying local performance of evidence processed
- Provide training to personnel and regional law enforcement to access forensic information.
- Comply with local, state, and federal initiatives to increase public safety and reduce crime.
- Update participating members regarding new or proposed legislation, regulations, or funding streams that may impact the operation of the Local Crime Lab.
- Represent the interests of participating member jurisdictions in state or other organizations which are critical to developing and implementing regional plans for combating crime and supporting victims or victims' families of crimes committed against them.
- Manage grant and contractor compliance, monitoring and program performance evaluation and implement new grant guidance as required by funders.
- An Operations Board ("Board") shall be established to advise and provide input for the Local Crime Lab and shall include the Cities' Police Chief and the Yakima County's Sheriff. The Yakima County Prosecuting Attorney, or his delegate, will sit on the Board ex officio and will hold no voting privileges. This Board shall meet at regular intervals to discuss operations, programs, services, and development of the Local Crime Lab and otherwise providing oversight for the program.

ATTACHMENT B

Local Crime Lab Services per member cost:

Members	% Population	OFM			
		Population			
			2023	2024	2025
GRANDVIEW	4.25%	10,960	\$ 10,208	\$ 16,183	\$ 16,183
GRANGER	1.43%	3,690	\$ 3,437	\$ 5,448	\$ 5,448
HARRAH	0.22%	580	\$ 540	\$ 856	\$ 856
MABTON	0.77%	1,975	\$ 1,839	\$ 2,916	\$ 2,916
MOXEE	1.71%	4,405	\$ 4,103	\$ 6,504	\$ 6,504
NACHES	0.43%	1,110	\$ 1,034	\$ 1,639	\$ 1,639
SELAH	3.19%	8,235	\$ 7,670	\$ 12,159	\$ 12,159
SUNNYSIDE	6.35%	16,400	\$ 15,275	\$ 24,215	\$ 24,215
TIETON	0.55%	1,430	\$ 1,332	\$ 2,111	\$ 2,111
TOPPENISH	3.44%	8,870	\$ 8,261	\$ 13,097	\$ 13,097
UNION GAP	2.56%	6,595	\$ 6,142	\$ 9,738	\$ 9,738
WAPATO	1.79%	4,610	\$ 4,294	\$ 6,807	\$ 6,807
YAKIMA	37.90%	97,810	\$ 91,099	\$ 144,418	\$ 144,418
YAKIMA CO.	34.19%	88,240	\$ 82,185	\$ 130,288	\$ 130,288
ZILLAH	1.24%	3,190	\$ 2,971	\$ 4,710	\$ 4,710
TOTALS		258,100	\$ 240,390	\$ 381,090	\$ 381,090