



SELAH CITY COUNCIL

November 14, 2023

4:00 p.m. – Regular Scheduled Study Session

RE: Completed Draft Housing Action Plan

5:30 p.m. – Regular Scheduled Meeting

Significant items on the Agenda – such as Consent Agenda Items, Public Hearings, Ordinances and Resolutions
– will have an explanatory Agenda Item Sheet (AIS)

A yellow AIS cover page indicates an action item.

A blue AIS cover page indicates an informational/non-action item.



Selah City Council
Meeting Date: November 14, 2023
4:00 p.m.: Study Session
5:30 p.m.: Regular Meeting

Mayor:	Sherry Raymond
Mayor Pro Tempore & Councilmember:	Russell Carlson
Councilmembers:	Kevin Wickenhagen Jared Iverson Elizabeth Marquis Clifford Peterson Roger Bell Michael Costello
City Administrator:	Joe Henne
City Attorney:	Rob Case
Clerk/Treasurer:	Dale Novobielski

City of Selah
115 W. Naches Ave.
Selah, WA 98942

AGENDA

- 1) **Call to Order – Mayor Raymond**
- 2) **Roll Call**
- 3) **Registering in record of councilmember absence(s) as excused absence(s), per SMC 1.06.070**
- 4) **Pledge of Allegiance**
- 5) **Invocation with Don Cline from Bible Baptist of Selah**
- 6) **Announcement of changes, if any, from previously-published Agenda**
- 7) **Getting to know local businesses, agencies and/or people (up to 5 minutes total)**
 - A. 509 Ductless, 311 S. 1st Street, Selah (Javier Perez)
- 8) **Comments from the public (up to 30 minutes total)**

The City of Selah is a non-charter code city and we are presently conducting a regular meeting between the Mayor and City Council. A maximum of thirty minutes will be allotted for public comments.

Common-sense standards of decorum apply. Comments must be respectful; no profanity or insults are allowed. Comments pertaining to City business and official actions are the most valued, but comments pertaining to City officials' ability to fulfill their job duties due to events, actions, or activities that occurred outside the scope of their duties as a City official may also be offered. Constructive criticism of City officials is allowed including constructive criticism specifically mentioning City officials or employees by name as to official actions, but defamation, personal attacks and impertinent assertions are not allowed.

Commenters are limited to one comment per meeting and each comment is subject to a duration limit. City staff may disallow or modify any received written comment that exceeds its duration limit or that is deemed inappropriate, and the Mayor or Presiding Officer may turn off the podium microphone or otherwise silence any in-person comment that exceeds its duration limit or is deemed inappropriate.

These standards are subject to revision and will be updated whenever necessary in order to comply with constitutional requirements.

- A. Pre-arranged oral comments (up to 5 minutes each): None
- B. Reading of received written comments (up to 2 minutes each):
- C. Oral comments by people in attendance (up to 2 minutes each):

9) **Proclamations/announcements**

10) **Consent Agenda**

Consent Agenda items are listed with an asterisk (). Those items are considered routine and will be addressed via a joint motion, without any discussion or debate. However, upon the request of any Councilmember an item will be removed from the Consent Agenda, will be addressed separately, and will be subject to discussion and debate.*

- A. Treesa Morales * Approval of Minutes from October 24, 2023 Council Meeting
- B. Dale Novobielski * Approval of Claims & Payroll
- C. Jennifer Leslie * Review of Planning Commission Meeting minutes
- 14-A Dale Novobielski *14-A. Ordinance Amending the 2023 Budget for Well No. 5 Repairs
- 14-B Dale Novobielski *14-B. Ordinance Amending the 2023 Budget for the North Wenas Water Main Improvement Project

11) **Public Hearings - None**

12) **General Business**

- A. New Business - None
- B. Old Business - None

13) **Resolutions**

- A. Chief Dan Christman Resolution authorizing the Mayor to sign a one (1) year Interlocal Agreement with Yakima County for correction/detention services through 2024

- B. Chief Dan Christman Resolution authorizing the Mayor to sign a one (1) year Services Assistance Agreement relating to Law Enforcement Communications between the City of Selah and the Yakima County Sheriff's Office
- C. Dale Novobielski Resolution Authorizing the Mayor to Sign an Addendum to the Interlocal Agreement with the City of Sunnyside for Housing of Inmates
- D. Rob Case Resolution Authorizing City Staff to Send Written Notice to ABM Industry Groups, LLC, to Terminate the Janitorial Services Agreement Effective as of December 31, 2023, and to Reduce ABM's Scope of Work in the Meantime

14) **Ordinances – See consent agenda**

15) **Reports/Announcements**

- A. Departments
- B. Councilmembers, personally and on behalf of committees and boards
- C. City Attorney
- D. City Administrator
- E. Mayor or Presiding Officer, personally and on behalf of committees and boards

16) **Executive Session**

- A. RE: RCW 42.30.110(1)(b) - Regarding the acquisition of real estate (15 Minutes)

17) **Closed Session - None**

18) **Adjournment**

Next Regular Meeting: November 28, 2023 @5:30 p.m.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 11/14/2023

Agenda Number: 10-A *

Action Item

Title: Approval of Meeting Minutes from October 24, 2023 Council Meeting

From: Treesa Morales, Executive Assistant

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

City of Selah
City Council Meeting Minutes
October 24, 2023

REGULAR MEETING MINUTES

Call to Order: Mayor Raymond called the meeting to order at 5:30 p.m.

Roll Call

Councilmembers Present: Roger Bell, Russell Carlson, Jared Iverson, Kevin Wickenhagen, Clifford Peterson

Staff Present: Joe Henne, City Administrator; Rob Case, City Attorney; Daniel Christman, Police Chief; James Lange, Fire Chief; Rocky Wallace, Public Works Director; Dale Novobielski, City Clerk/Treasurer; Jeff Peters, Community Development Supervisor; Zack Schab, Recreation Director, and Treesa Morales, Executive Secretary.

Motion to Excuse Councilmembers

Councilmember Carlson moved to excuse Councilmembers Marquis and Costello. Councilmember Wickenhagen seconded. Mayor Raymond called for a voice vote. Motion carries.

Pledge of Allegiance was said by all in attendance

Invocation

Pastor Josiah Shenk from Selah Harvest Church provided prayer

Announcement of Agenda Changes

Mayor Raymond notified the Council that an Executive Session was being added to the end of the meeting under RCW 42.30.110(1)(b) - Regarding the acquisition of real estate.

Getting to Know Local Businesses, Agencies, and/or People

Mayor Raymond introduced two members of the Audience: Kimberly Grimm, the City's newly hired Clerk/Treasurer and Richard Huebner, the City's newly hired City Administrator. Mayor Raymond stated both are set to start work on December 1, 2023 and we are all looking forward to having them on board.

Comments from the public

Mayor Raymond read the stipulations of the rules for public comments.

Audience member William Longmire spoke to provide Council regarding the written comment he submitted. After the two-minute timer sounded, Councilmember Carlson moved to allow Mr. Longmire two more minutes to finish his presentation. Councilmember Iverson seconded.

Mayor Raymond called for voice vote approval. All members signified with yes. Mr. Longmire continued.

Consent Agenda (all items listed with an asterisk (*) are considered part of the consent agenda and are enacted in one motion).

Mayor Raymond presented the stipulations of the Consent Agenda. Councilmember -- moved to add agenda item -- to the consent agenda. Councilmember -- seconded. Mayor Raymond restated the motion and asked council for discussion. Hearing none, she requested a voice vote to approve the motion. By voice vote motion carries.

Councilmember -- moved to approve the consent agenda as amended. Councilmember -- seconded. Hearing no further discussion, Mayor Raymond requested a voice vote to approve the motion. By voice vote motion carries.

Mrs. Morales read the Consent Agenda:

- A. Treesa Morales Approval of Minutes: October 10, 2023 Council Meeting
- B. Dale Novobielski Approval of Claims and Payroll:
Payroll Checks No. 85795-85858 for a total of \$304,501.17
Claim Checks No. 180639-180708 for a total of \$791,565.93
- 13-C Rocky Wallace * Resolution Authorizing the Mayor to Sign a Two-Page Transportation Improvement Board Update Cost Estimate and also a Two-Page Closeout Accounting History Document, for the Valleyview Avenue, South Third Street and Southern Avenue Improvements Project
- 13-B Rocky Wallace Resolution Declaring the 2023 Crack Seal Project to be Complete and Accepting the Work and Materials

Public Hearings

Public Hearing on Revenue Sources for the 2024 Budget

Introduced by Mayor Raymond and presented by City Clerk/Treasurer, Dale Novobielski. After presentation,

Councilmember Wickenhagen added, for the record, that the large increase in the sewer fee is because of the wastewater treatment plant facility replacement within the next 10 years.

Hearing no other information, Mayor Raymond opened the public hearing.

5:49 P.M. Mayor Raymond opened the public hearing. Seeing no one come forward,

5:50 P.M. Mayor Raymond closed the public hearing.

Resolutions

13-A. Resolution Authorizing the Mayor to Sign an Eight-Page Employment Contract with Richard Huebner for the Position of City Administrator.

Introduced by Mayor Raymond and presented by City Administrator, Joe Henne. After presentation,

City Administrator candidate, Rich Huebner, came to the podium. Mr. Huebner thanked council for their time and consideration and expressed his excitement to be a part of the City of Selah. Councilmember Carlson asked Mr. Huebner to provide council and the audience with a brief summary of himself. Mr. Huebner provided a summary of previous work experience.

Councilmember Wickenhagen asked a contract question, stating that it seems unusual that an exempt employee would submit a time card as expressed in section 1.4 of the contract. City Attorney Case provided context, stating that currently, all exempt employees with the City are completing a timecard. Mr. Huebner added that he also completes a timecard with Moses Lake, his current employer.

Councilmember Bell moved to approve the resolution as presented. Councilmember Peterson seconded. Mayor Raymond restated the motion and asked Council for discussion.

Councilmember Carlson asked about the portable printer listed in section 4.7 of the contract. Stated his request to have that object removed from the contract. Mr. Huebner said he was happy to scratch this as well, and did not see a need for it. Councilmember Wickenhagen seconded. Mayor Raymond asked for approval by voice vote. All councilmembers agreed, motion carries.

Hearing no further discussion, Mayor Raymond restated the original motion and called for a roll-call vote. Mrs. Morales called roll: Councilmember Marquis – absent; Councilmember Bell – yes; Councilmember Costello – absent; Councilmember Carlson – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. Vote passes unanimously. Motion carries.

Mr. Huebner thanked Council and stated he is looking forward to it.

Ordinances

14-A. Ordinance Adopting New Section 6.02.050 of the Selah Municipal Code, Crime of “Exposing a Child to Domestic Violence”; Providing for Severability; Authorizing Corrections; and Directing Publication and Establishing an Effective Date.

Introduced by Mayor Raymond and presented by City Attorney, Rob Case. After presentation, Councilmember Wickenhagen moved to approve the Ordinance as presented. Councilmember Iverson seconded. Mayor Raymond restated the motion and asked Council for discussion.

Councilmember Carlson asked Mr. Case to clarify what age constitutes a child? Mr. Case explained that a minor is under 18 years of age on the date the offense was committed. Mr. Carlson asked if this law was enforced for any child, or does the child have to be related to the adults? Mr. Case said that the law says that if the child lives at the house, or is related to the perpetrator or victim, but not just any kid; pointing out subpart 1.A where the law references a family or household member.

Councilmember Peterson asked if there are multiple children, would there be multiple charges. Mr. Case confirmed, stating that each is its own crime

Hearing no further discussion, Mayor Raymond requested roll call. Mrs. Morales called roll: Councilmember Marquis – absent; Councilmember Bell – yes; Councilmember Costello – yes; Councilmember Carlson – yes; Councilmember Iverson – yes; Councilmember Wickenhagen – yes; Councilmember Peterson – yes. Vote passes unanimously. Motion carries.

Reports/Announcements

Departments

- Police Department – Chief Christman gave a department report
- Parks and Recreation – Zack Schab, Recreation Director, gave a department report
- Fire Department – Chief Lange gave a department report
- Planning Department – Jeff Peters gave a department report
- Public Works – Ty Jones gave a department report
- Finance – Dale Novobielski gave a department report

Councilmembers

Councilmember Bell said he attended the Veterans Stand Down event at YTC, and said the event was packed the whole time.

Councilmember Carlson provided information from the Selah Downtown Association and their upcoming events.

Councilmember Iverson said he would be attending the Selah Chamber of Commerce Meeting tomorrow, and the School Board meeting on Thursday.

Councilmember Wickenhagen said he attended the Corn Hole Tournament, which was great.

Councilmember Peterson explained his experience at the YVCOG General Membership meeting.

Mayor Raymond commented on her recent attendance at the McDonalds Employee Graduation Ceremony, explaining that the two graduates attended school and working full time. Councilmember Carlson added that McDonalds paid for their degrees.

Hearing no further reports, Mayor Raymond notified the public that Council would take a 5-minute break before returning for the executive session. But first, Mayor Raymond called Kimberly Grimm, the City's anticipated new City Clerk to the podium. Ms. Grimm came to the podium to say hi, and Councilmember Carlson asked her to provide the Council and the audience with a quick background. Ms. Grimm gave information on her professional background. After presentation, the Council and Mayor thanked her for coming and meeting everyone.

After break, Mayor Raymond announced that the Council would go into an Executive Session according to RCW 42.30.110(1)(b) - Regarding the acquisition of real estate, and the Council would return to the record in 30 minutes, or at 7:05 p.m.

6:34 p.m. Council went into the Executive Session

7:05 p.m. Council returned to the regular meeting. Mayor Raymond stated that no vote was taken and no decisions were made in the Executive Session.

Adjournment

Councilmember Iverson moved to adjourn the meeting. Councilmember Wickenhagen seconded. By voice vote, motion carries.

Meeting ended at 7:25 p.m.

Sherry Raymond, Mayor

Roger Bell, Councilmember

Russell Carlson, Councilmember

Jared Iverson, Councilmember

Kevin Wickenhagen, Councilmember

ABSENT

Clifford Peterson, Councilmember

Elizabeth Marquis, Councilmember

ABSENT

Michael Costello, Councilmember

ATTEST:

Dale Novobielski, Clerk/Treasurer



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 11/14/2023

Agenda Number: **10-B***

Action Item

Title: Approval of Claims and Payroll

From: Dale Novobielski, City Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: See claims and payroll registers

Funding Source: See claims and payroll registers

Background/Findings/Facts: N/A

Recommended Motion: I move to approve the Consent Agenda in the form presented (This item is part of the consent agenda).

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken: None**



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 11/14/2023

Agenda Number: 10-C *

Informational Item

Title: Minutes from October 18, 2023 Planning Commission Meeting

From: Jennifer Leslie, Building Permit Technician

Action Requested: Informational - No Action Needed

Staff Recommendation: N/A

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: N/A

Recommended Motion: N/A

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Action Taken: None

City of Selah
Planning Commission Minutes
Of
October 18, 2023

A. Call to Order

Chairman Smith calls the meeting to order at 5:33 pm.

B. Roll Call

Members Present: Chairman Smith, Vice Chair Apodaca, Commissioners: Graf.
Members Absent: Commissioners: Elliott and Chandler.
Staff Present: Jeff Peters, City Planner.
Guest: Tom Beckwith on Zoom.

C. Agenda Changes

D. Communications

1. Oral - None
2. Written - None

E. Approval of Minutes

1. Approval of minutes from October 03, 2023

Chairman Smith asks for a motion to approve the minutes from the October 03, 2023 meeting.

Commissioner Graf motions to approve minutes.

Vice Chair Apodaca seconds.

Minutes are approved with a voice vote of 3-0.

F. Public Hearings

G. General Business

1. Old Business - None
2. New Business -

Mr. Peters explains that Tom Beckwith will go over what the House Bills are requiring.

Mr. Peters states that the Missing Middle Housing Grant application that was applied for was approved and will grant the City the full amount of \$50,000, this will allow the City to continue with Beckwith Consulting for the next step in creating the Development Regulations.

Mr. Peters shares that he provided a printed copy of House Bill 1181 to the Planning Commission and that Tom will talk about the Climate Change Grant that was submitted by Beckwith Consulting.

Mr. Peters introduces Tom with Beckwith Consulting, joining on Zoom to review the City of Selah Housing Action Plan Draft Implementation Plan and Climate Change.

Tom Beckwith presents a PowerPoint for the City of Selah Housing Action Plan Draft Implementation Plan.

Discussion takes place.

Mr. Peters talks about the upcoming Public Hearing for changes to the City of Selah Title 10 Parking Standards and EV Charging Stations.

H. Reports/Announcements

1. Chairman - None
2. Commissioners - None
3. Staff - None

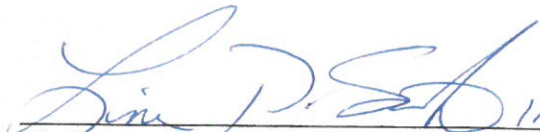
H. Adjournment

Chairman Smith asks for a motion to adjourn.

Commissioner Graf motions to adjourn.

Vice Chair Apodaca seconds.

Chairman Smith adjourns the meeting at 7:12pm with a voice vote of 3-0.

 11.7.23
Chairman, Lisa Smith



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 11/14/2023

Agenda Number: **13-A**

Action Item

Title: Resolution authorizing the Mayor to sign a one (1) year Interlocal Agreement with Yakima County for correction/detention services through 2024.

From: Daniel Christman, Chief of Police

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: In consideration of Yakima County's commitment to house inmates, the City shall pay the County base rate of \$114.11 per day. Intensive management inmates, those who require special housing or treatment, will be housed at a rate of \$154.04 per day.

Funding Source: General Fund

Background/Findings/Facts: The City of Selah has an Interlocal Agreement (ILA) with Yakima County for jail services that expires on December 31, 2023. This new ILA will provide the City the option to continue to use the Yakima County jail facilities through December 31, 2024.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL
AGREEMENT WITH YAKIMA COUNTY FOR CORRECTIONS/DETENTION SERVICES

WHEREAS, the City of Selah has an Interlocal Agreement (ILA) with Yakima County for jail services that expires on December 31, 2023; and

WHEREAS, the City of Selah desires to enter into ILA with Yakima County to provide the City the option to continue to use the Yakima County jail facilities through 2024; and

WHEREAS, the City Attorney has reviewed and approved the Agreement as drafted.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign the 2024 Interlocal Correction/Detention Agreement with the Yakima County Department of Corrections.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 14th day of November 2023.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk Treasurer

Rob Case, City Attorney

2024 INTERLOCAL CORRECTIONS/DETENTION AGREEMENT

THIS INTERLOCAL CORRECTIONS/DETENTION AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and the **City of Selah** (hereinafter the "City/Town").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for jail services that specifies the responsibilities of each party.

WHEREAS, the City, through its Police Department, or Mayor desires to continue to utilize the jail facilities maintained by the County for the detention of some City prisoners, and to reasonably compensate the County for the care and custody of said prisoners.

WHEREAS, the County, through its Department of Corrections, desires to continue to make its jail facilities available to the City for the detention of some City prisoners.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. **Purpose.** It is the purpose and intent of this Agreement that the County, through the Department of Corrections, and the City, through its Police Department, Manager or Mayor shall cooperate for the care and custody of male and female jail prisoners pursuant to the authority of Chapters 39.34, 70.48 and 39.34.180 of the Revised Code of Washington. This Agreement is intended to apply to those instances in which it is desirable that a person arrested for a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance, be held under the control and/or custody of the Yakima County Department of Corrections.
2. **Incarceration.** The County shall accept and incarcerate male and female prisoners of the City and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail if it has available space in its jail. The City shall accept and incarcerate male and female prisoners of the County and State and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail if it has available space in its jail. Yakima County Department of Corrections will not accept prisoners that are not deemed medically acceptable. Please see **Attachment B** to this agreement.

In addition, an inmate may be refused for reasons other than medical concerns. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City/Town prisoner or to return a City/Town prisoner. The County shall use reasonable judgment when invoking this section of the contract.

3. **Computation of Fees.** The Director of the Department of Corrections and the City Police Chief, or City Manager or Mayor shall meet by November of each year to estimate the fees for the following year. This fee will be established by determining the fixed and variable costs of the forthcoming budget along with the number of beds available and the estimated average prisoner days; provided, however, that this fee estimation shall not be considered a renewal of this Agreement.
4. **Charges and Other Services.**

4.1 Daily Rate for Incarceration. The City shall pay the County a daily rate for each day or partial day for each prisoner that is incarcerated in the Yakima County Jail for violation or alleged violation of a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance. The City shall not be obligated to pay for incarceration of prisoners charged with any offense initially filed by the prosecuting attorney as a felony offense or an attempt to commit a felony offense.

In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale according to **Attachment A**. If for some reason, an agreement between the City and County cannot be reached by January 1, 2024, but incarceration of prisoners is desired, the daily rate shall be applied retroactively to January 1, 2024, once the parties reach an agreement. This daily rate is established for 2024. Yakima County reserves the right to increase the daily rate with the understanding that they will provide the City of Selah ninety (90) days written notification prior to said increase.

4.2 Pursuant to this Agreement and that prisoner is also held in custody at the same time by the County on the basis of State and/or local agency criminal charges, the daily incarceration rate, and all other fees, electronic monitoring charges, medical treatment fees, etc.) for the prisoner shall be fractionalized on an equal basis between the respective jurisdictions. "At the same time" as used in this paragraph shall not be interpreted to include time spent while waiting to serve a consecutive sentence for City charges. For example: if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the booking fee, daily incarceration rate charges, and applicable medical treatment charges shall be allocated to each jurisdiction on a 33 1/3% share of the total cost. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

4.3 Inmate Housing Computation. It is agreed the City and County will use **Attachment A** to compute prisoner housing fees.

4.4 Inmate Work Crews. Inmate work crews will be contracted through a separate agreement.

4.5 Access to County Computer System. The County shall permit the City continuous access to its computer database regarding all City prisoners detained by the County. This continuous access feature shall be accomplished through a computer link between a computer(s) designated by the City at the Police Station and appropriate computer(s) of the County.

5. Prisoner Delivery and Notification.

5.1 When it becomes necessary to incarcerate City prisoners in the County due to City's Detention Facility space limitations or for other reasons, the City shall deliver such prisoners to the County Jail. At the time of delivery, the City shall provide the warrant or court order detaining or committing the prisoner to the County. Said order shall specify the next court date or release date of the prisoner. The County shall accept any such prisoner; provided, however, that the County may not accept any prisoner who appears to be sick or injured until such prisoner has received proper medical attention and has been cleared for incarceration by an appropriate medical authority. The County Jail reserves the discretion to refuse to take prisoners for medical reasons or safety and security reasons within the facility.

5.2 In the event a City prisoner is held in custody by the County Jail pursuant to this Agreement, and that prisoner is also detained by the County on the basis of other State and/or other local agency charges, the City may at it's option and upon completion of his/her sentence for the other jurisdictional charges, pick up and deliver the prisoner to the City Detention Facility for the Completion of his/her jail sentence. It will be the City's responsibility to monitor and manage their prisoner population and to remove its prisoners from and or leave its prisoners in the County facility under this section as best meets its needs.

5.3 In the event a prisoner is received by the County pursuant to misdemeanor and/or gross misdemeanor charges filed by the City, the County shall immediately notify the City of the receipt of said prisoner.

5.4 When the City holds a prisoner in custody at the City's Detention Facility pursuant to charges from other jurisdictions, the City will notify the County of the transport need and detain the prisoner until the next transport date. The City will deliver the prisoner and the necessary documents to the County on the next transport date at a mutually agreed upon time.

6. **Booking Procedure.** Prisoners will be booked by Department of Corrections personnel according to the procedures and policies of the Department of Corrections by completing for each such prisoner an appropriate booking sheet with a copy to be provided to the arresting agency if requested. Prisoner's personal property will be held by the County and handled in the same manner as property of its own prisoners. Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which an inmate is entitled. The County shall provide this information to the City/Town upon request within forty-eight (48) hours of receipt of the request. Requests shall only be made between 8:00 a.m. and 5:00 p.m. on weekdays. Requests shall not be made on County holidays.
7. **Court Appearance.** The County shall be responsible for arranging and delivering City prisoners held pursuant to this Agreement for Yakima County Superior Court and District Court appearances. The County shall have sole discretion in determining when prisoners will be transported for Yakima County Superior Court and District Court appearances. Transport may be delayed on occasion if transporting a prisoner poses a safety and security risk to other prisoners in the Jail or Yakima County Department of Corrections staff. The City/Town shall be responsible for arranging and delivering City/Town prisoners held by the County pursuant to this Agreement for applicable Court appearances and then redelivering the prisoner to the appropriate detention facility if necessary.
8. **Bail.** The County shall deliver all bail to the appropriate court in a manner which is agreeable to the receiving court.
9. **Hold Harmless.**

The County agrees to hold harmless, indemnify, and defend the City/Town, its elected officials officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in County custody) which result from or arise out of the sole negligence of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties and obligations under this Agreement.

9.1 The City/Town agrees to hold harmless, indemnify, and defend the County, its selected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to a claim of false arrest or detention) which result from or arise out of the sole

negligence of the City/Town, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City/Town services, duties and obligations under this Agreement.

9.2 In the event that the officials, officers, agents, and/or employees of both the County and the City/Town are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

9.3 Nothing contained in this Section, or this Agreement shall be construed to create a right of indemnification in any third party

10. **Medical.**

The County shall provide and furnish for prisoners confined in its facility the minor medical care, attention and treatment, which is provided within the facility. The County shall immediately notify the City/Town's designee(s) via e-mail or fax if a City/Town's prisoner requires medical or dental treatment at a medical or health care facility, when that is possible. There may be times when immediate notification is not possible or practical, and the provisions of RCW 70.48.130 still apply. The City/Town shall promptly notify the County of any changes in its designee(s). The County shall be reimbursed for any of these medical costs pursuant to RCW 70.48.130. If any disputes arise concerning the City or Town's reimbursement of the County, RCW 70.48.130 controls. Prisoners who are assaulted or accidentally injure themselves while housed in any jail, the medical will be the responsibility of the jail housing them. If an inmate intentionally injures themselves or instigates an action where they are injured the cost goes to the agency for whom the inmate is held **(fractionalized as appropriate.)**

The County and City/Town shall bear the expense of any such medical care, which is directly caused by misfeasance, or malfeasance of the County or City, its officers or agents. "Immediate notification" shall mean notification as soon as reasonably possible before the inmate receives medical and/or dental treatment with the understanding that such may not be reasonably possible prior to emergency care.

In the event the County or City/Town, pursuant to this Agreement holds a prisoner in custody, and the County or City/Town on the basis of other State and/or other local agency criminal charges detains that prisoner, the costs of medical and/or dental treatment shall be fractionalized on an equal basis between the respective jurisdictions. **For example:** if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the total costs of medical and/or dental treatment (other than minor care) shall be allocated on a 33 1/3% share to each jurisdiction. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

11. **Uniform Alcoholism Treatment.** Neither party shall be responsible to the other for those individuals taken into protective custody by a party in accordance with RCW Chapter 70.96A Uniform Alcoholism and Intoxication Treatment.
12. **Jail Industries.** The County has a number of internal programs, which may be of benefit to the City/Town. These programs include Commissary, Meal Service, and Work Crews. In the event the City/Town wishes to utilize any of these programs, the County and City/Town shall have the ability to negotiate cost for use.
13. **Implementation.** The Director of the Yakima County Department of Corrections and the City/Town's Designee shall be jointly responsible for implementation and proper administration of this Agreement. In addition, will refer problems of implementation to the governing bodies of the County and City/Town for resolution if necessary.
14. **Termination.** Termination of this Agreement by either party may be accomplished on ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners.
15. **Duration of Agreement.** This agreement will renew annually for up to five (5) years (December 31, 2028) unless there is written notification from one party to the other that they wish to terminate the contract at the end of the current calendar year. Such notification will be sent to the receiving party no later than October 1st of the current year.
16. **Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.
17. **Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, 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 the Americans with Disabilities Act (42 USC 12110 et. Seq.). In the event of the violation of this provision, the other party may terminate this agreement immediately.
18. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Yakima County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Yakima County stated herein.

19. **Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
20. **Severability.** If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
21. **Integration.** This written document constitutes the entire Agreement between the City and Yakima County. There are no other oral or written Agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.
22. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Selah Police Department
Dan Christman, Police Chief
617 South 1st Street
Selah, WA 98942

TO COUNTY: Jeremy Welch, Director
Yakima County Department of Corrections
111 North Front Street
Yakima, WA 98901

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

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.
24. **Arbitration.** In the event an inter-local correction/detention agreement for calendar year 2024 is desired by both parties but the parties cannot agree upon the terms of the agreement by March 31, 2024, the new agreement shall automatically be submitted to binding arbitration as provided herein. Specifically, the parties shall attempt to name a single arbitrator by April 15, 2024. In the event that the parties cannot agree on a single arbitrator by said time, each party shall appoint one arbitrator by April 30, 2024. The two appointed arbitrators shall

then mutually agree on a third arbitrator to chair the arbitration panel. The arbitration panel shall thereafter decide the dispute by majority rule and render a written decision within fourteen (14) calendar days of the arbitration hearing.

25. **Approval and Filing.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

CITY OF SELAH

Mayor/City Manager

Approved as to form this
____ day of _____

Attest:

Jennifer Lawrence
Clerk of the Board

Approved as to Form:

Stefanie Weigand,
Senior Deputy Prosecuting Attorney

**BOARD OF YAKIMA COUNTY
COMMISSIONERS**

LaDon Linde, Chairman

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner
*Constituting the Board of County Commissioners for Yakima
County, Washington*

Attachment A

YAKIMA COUNTY INMATE HOUSING AGREEMENT - 2024

Detention/Correction Rates:

Daily Housing:

In consideration of Yakima County's commitment to house City Inmates, the City/County shall pay the County a base rate of \$114.11 per day per inmate.

Intensive Management Inmates (IMI) who have serious medical, mental health or behavioral conditions and require special housing or treatment, as determined by the County will be housed at a rate of \$154.04.

Set Bed Agreement:

Due to a limited amount of space, should your agency wish to guarantee a certain number of beds, a set bed agreement can be initiated.

ATTACHMENT B

MEDICAL ACCEPTABILITY

The County may, based on the following or other reasonable criteria, determine that proposed inmates are not acceptable for transport and/or housing:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Any injury or illness requiring immediate or emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power.
5. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
6. Signs of alcohol and/or drug withdrawal.
7. Bed bound individuals.
8. Individuals with attached IV or requiring IV medications.
9. Individuals requiring the use of oxygen tanks.
10. AMA (Against Medical Advice) from the hospital.
11. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
12. Post-operative persons who have follow up appointments within the next two weeks.
13. Wounds with drainage tubes attached.
14. Open and/or oozing bedsores.
15. Individuals requiring nebulizers who cannot obtain one.
16. Inmates who cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
17. Persons who are pregnant.
18. Persons undergoing chemotherapy and/or radiation treatment.
19. Persons undergoing dialysis.
20. Persons with the following untreated medical conditions:
 - a) Heart disease

- b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) HIV Positive or AIDS
21. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
 22. Persons taking Methadone, or Suboxone, a substitute for Methadone.
 23. Person, if prescribed, has not taken psychotropic medications for at least 72 hours.
 24. Persons requiring CPAP machines as prescribed must be transported with the machine.



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 11/14/2023

Agenda Number: 13-B

Action Item

Title: Resolution authorizing the Mayor to sign a Services Assistance Agreement with the Yakima County Sheriff's Office to Provide Dispatch Services to the City of Selah

From: Daniel Christman, Chief of Police

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: A quarterly fee of thirty-one thousand four hundred two dollars and seventy-seven cents (\$31,402.77), for an annual cost of one hundred twenty-five thousand six hundred eleven dollars and eight cents (\$125,611.08).

Funding Source: General Fund

Background/Findings/Facts: The Yakima County Sheriff's Office is the sole provider of 24-hour police dispatch services, telephone services, all radio communications, ACCESS services, and they hold and confirm Selah Police Department Arrest Warrants.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A SERVICES ASSISTANCE
AGREEMENT WITH THE YAKIMA COUNTY SHERIFF'S OFFICE TO PROVIDE
DISPATCH SERVICES TO THE CITY OF SELAH

WHEREAS, the City of Selah has maintained a Services Assistance Agreement with the Yakima County Sheriff's Office relating to Law Enforcement Communications; and

WHEREAS, the current Agreement expires on midnight, December 31, 2023; and

WHEREAS, the City of Selah desires to renew our Agreement with the Yakima County Sheriff's Office and continue to use the Yakima County Sheriff's Office Dispatch through 2024; and

WHEREAS, the City Attorney has reviewed and approved the Agreement as drafted.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be authorized to sign the 2024 Services Assistance Agreement with the Yakima County Sheriff's Office.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 14th day of November 2023.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk Treasurer

Rob Case, City Attorney

SERVICES ASSISTANCE AGREEMENT

LAW ENFORCEMENT COMMUNICATIONS 2024

THIS AGREEMENT is entered into by and between the Yakima County Sheriff (hereinafter referred to as the Sheriff) and the City of Selah (hereinafter referred to as the City), to become effective on the 1st day of January 2024.

IN CONSIDERATION of the mutual promise contained herein, the parties hereto do mutually agree as follows:

1. PURPOSE:

It is the purpose and intent of this agreement that the Sheriff, by and through his communications center, shall provide telephone, radio communication, and access service for the City during hours in which the City has no law enforcement radio personnel on duty.

2. AUTHORITY:

This agreement is entered into pursuant to the authority granted in RCW 39.34.080, the Interlocal Cooperation Act.

3. DUTIES OF THE SHERIFF:

It shall be the duty of the Sheriff to provide and make available phone and radio communication personnel and equipment sufficient to enable it to answer and relay all phone and radio communications for the city twenty-four hours a day.

The Sheriff will follow the City's alarm response policy and only confirm misdemeanor warrants with the City's contract jail.

4. DUTIES OF THE CITY:

It shall be the duty of the City to provide an open phone line capable of switching incoming calls to the City to the phone system of the Sheriff during hours when the City has no dispatchers on duty. The City shall also have radio equipment capable of receiving radio communication from and sending radio communication to the Communication center of the Sheriff. The City shall provide all codes and necessary data, in writing, to meet standards for entry into WACIC/NCIC.

5. PAYMENT:

For the services provided by the Sheriff the City shall pay the Yakima County Sheriff's Office a quarterly fee of thirty-one thousand four hundred two dollars and seventy-seven cents (\$31,402.77), for an annual cost of one hundred twenty-five thousand six hundred eleven dollars and eight cents, (\$125,611.08).

The Sheriff shall bill the City on a quarterly basis with statements being sent to the City by the 10th of the month succeeding each quarter. Such statements will be payable by the end of the month in which they are received.

6. TERM:

The term of this agreement is January 1, 2024, through December 31, 2024.

7. MODIFICATION:

This contract may be modified only by written agreement of the parties.

8. TERMINATION:

This contract may be terminated only upon ninety days written notice by either party to the other, and then only because of a breach of the agreement or because the recited purpose of the contract becomes inapplicable.

9. PARTIES:

Both parties hereto shall carry out their responsibilities hereunder as independent agencies and neither, by virtue of this contract, shall be regarded as an agent of the other.

10. DISCLAIMER OF LIABILITY AND HOLD HARMLESS:

The City agrees to save and hold harmless the County from all claims and actions for liability arising from unlawful arrest, unlawful imprisonment, or any other claim resulting from the City's warrants being entered into WACIC/NCIC. The Sheriff's Office is not responsible for any actions of the City, its employees, volunteers, or designees.

Yakima County disclaims responsibility for malfunctions of the WACIC network and failure to enter or remove warrants, except for claims resulting directly from the negligence of Yakima County or its employees.

11. RADIO FREQUENCY RESOURCES:

Should the County Sheriff, at a later time, need the radio frequency resources currently available to the City of Selah to provide communication services for the City, the City agrees to make available to the County its available radio frequency. The frequency will remain the property of the City of Selah and be on loan to the County as long as this agreement is in effect, provided that if the City elects to recall the use of its radio frequency the county will have 12 months to make alternate arrangements.

12. SHERIFF'S COMMUNICATION USER'S GROUP:

The cost of providing communication services to the City shall be reviewed annually prior to the City adopting its final budget. This review process will involve the Yakima County Sheriff, and other users of the communication services known as the Sheriff's Communication User's Group.

This group will be a part of the process utilized to determine needed improvements, expansion of services and the future cost of providing those services to the various users.

Agreement Number:

City of Selah: Law Enforcement Communication Services Assistant Agreement 2024

**BOARD OF YAKIMA
COUNTY COMMISSIONERS**

CITY OF SELAH

By: _____
Sherry Raymond, Mayor

Date: _____

LaDon Linde, Chair

Amanda McKinney, Commissioner

Yakima County Sheriff's Office

By: _____
Robert Udell, Sheriff

Date: _____

Kyle Curtis, Commissioner

*Constituting the Board of County
Commissioners for Yakima County, WA*

DATED:

Attest:

Julie Lawrence, Clerk of the Board *or*
Erin Franklin, Deputy Clerk of the Board

Approved as to form:

Stefanie Weigand,
Deputy Prosecuting Attorney



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 11/14/2023

Agenda Number: 13-C

Action Item

Title: Resolution Authorizing the Mayor to Sign an Addendum to the Interlocal Agreement with the City of Sunnyside for Housing of Inmates

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: n/a

Fiscal Impact: Annual increase of approximately \$ 1,000 or 5% (From \$ 60 a day to \$ 63)

Funding Source: 001 General

Background/Findings/Facts: The City of Sunnyside has requested an addendum to the interlocal agreement for the housing of inmates. This increase will be effective January 1, 2024.

Recommended Motion: I move to approve a Resolution authorizing the Mayor to sign an addendum to the interlocal agreement with the City of Sunnyside for the housing of inmates.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:** None

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN ADDENDUM TO THE
INTERLOCAL AGREEMENT WITH THE CITY OF SUNNYSIDE FOR THE HOUSING OF
INMATES

WHEREAS, the City of Selah wishes to sign an addendum to the interlocal agreement with the
City of Sunnyside for the housing of inmates;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
SELAH, WASHINGTON, that the Mayor be authorized to sign such addendum.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 14th day of November 2023.

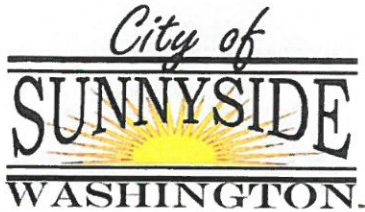
Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk Treasurer

Rob Case, City Attorney

RESOLUTION NO. _____



City of Sunnyside
818 East Edison Avenue
Sunnyside, Washington 98944
(509) 836-6305 Office

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND THE CITY OF SELAH, WASHINGTON, FOR THE HOUSING OF INMATES

ADDENDUM 4

THIS ADDENDUM TO OUR INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made and entered into by and between the City of Sunnyside, Washington and the City of Selah, Washington;

WHEREAS, the City of Sunnyside and the City of Selah already have an Agreement for the housing of inmates;

WHEREAS, the City of Sunnyside desires to modify this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties hereto mutually agree as follows:

SECTION 6(a) COMPENSATION shall be repealed and replaced with:

(a) Rates. Sunnyside agrees to accept and house City of Selah inmates for compensation per inmate at the rate of **\$63.00** per day. The date of booking into the Sunnyside Jail of any City of Selah inmate shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24 hour period. The date of release from the Sunnyside Jail and/or returned to City of Selah, regardless of the time frame within a 24 hour day shall not constitute a charge by the City of Sunnyside against City of Selah.

This Agreement shall be effective from January 1, 2024 or once fully endorsed by both parties, whichever is latter.

The remainder of the original Agreement remains unchanged.

CITY OF SUNNYSIDE

City Manager

DATE: _____

ATTEST: _____

City Clerk

City of Selah

DATE: _____

City Clerk

CITY CONTRACT NO: _____
RESOLUTION NO: _____
COUNCIL MTG: _____



Office of the City Clerk

818 East Edison Avenue

Sunnyside, WA 98944

Office: (509) 836-6310 • Fax: (509) 837-3268

DATE: October 18, 2023

FROM: Jacqueline Renteria

Attached for your consideration is an addendum of the housing of inmates ILA with your office. If acceptable to you, please sign, date, and send me an electronic copy of the fully executed addendum to jrenteria@sunnyside-wa.gov

Thank you!



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 11/14/2023

Agenda Number: 13-D

Action Item

Title: Resolution Authorizing City Staff to Send Written Notice to ABM Industry Groups, LLC, to Terminate the Janitorial Services Agreement Effective as of December 31, 2023, and to Reduce ABM's Scope of Work in the Meantime

From: Rob Case, City Attorney

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: N/A

Fiscal Impact: N/A

Funding Source: N/A

Background/Findings/Facts: The City entered into a written Janitorial Services Agreement with ABM Industry Groups, LLC ("ABM") on August 8, 2023. A copy of the Agreement is submitted with this AIS.

Unfortunately, multiple problems and deficiencies have arisen with ABM's performance. The problems and deficiencies include, but are not limited to, an unauthorized worker having possession of City keys, work going undone on multiple dates, and work being poorly performed on multiple dates.

City staff has repeatedly notified ABM of the problems and deficiencies, but the problems and deficiencies have persisted.

The Chief of Police and Community Services Manager have each recommended that the City terminate its relationship with ABM. The Mayor and City Administrator agree that the relationship should be terminated. City staff has lost confidence in ABM.

The Agreement, via its paragraph 1, specifies that "ABM's performance of the Services shall be subject to the personal satisfaction of Client" with the City constituting the Client. In turn, paragraph 3 empowers the City to terminate the parties' relationship "effective at 11:59 p.m. on the last day of a calendar month, without the necessity of cause or breach, by providing advance written notice . . . at least 30 days preceding the date that the termination becomes effective." Thus, the soonest that the relationship can be terminated is at the end of 2023 – specifically, effective as of 11:59 p.m., December 31, 2023.

In the meantime prior to December 31st, City staff believes that ABM's scope of work should be modified. Specifically, City staff believes that ABM should be instructed to cease entering the Police Department building for any reason and, thus, should be relieved of any obligation to perform services at or within that building. Rather, ABM should be restricted to entering and only required to continue performing services at and within the Civic Center, City Hall and the Public Works building through December 31st. Paragraph 6 of the Agreement contemplates that the scope of work might be adjusted during the parties' relationship, and that a corresponding change in the total contractual price may apply due to such.

A notification letter has been drafted. A copy is submitted with this AIS and City staff is seeking the City Council's approval to send the letter (or a similar equivalent, following any input from the City Council) to ABM. Notably, City staff proposes to continue paying the full contractual amount, which is \$5,944.15, for the month of November; that will include the \$484.11 per month that is specifically allocated for cleaning of the Police Station building, even though, as noted herein, ABM will be relieved of continuing to clean that building. By contrast, City staff proposes paying only \$5,460.04 for the month of December; that will omit payment of the \$484.11 per month for cleaning of the Police Station. Based on all facts and circumstances – including some not recited within this AIS, due to confidentiality reasons – City staff concludes that trying to reduce/dock ABM's compensation for November (rather than December) is not worth the time, effort and potential dispute.

Recommended Motion: I move to approve the Resolution in the form presented.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:**

08/08/2023	Resolution No. 3042: Resolution Authorizing the Mayor to Sign a Twelve-Page Janitorial Services Agreement with ABM Industry Groups, LLC, and Also Authorizing City Staff to Issue Written Notice of Termination to Operation Omni
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RESOLUTION NO. _____

RESOLUTION AUTHORIZING CITY STAFF TO SEND WRITTEN NOTICE TO
ABM INDUSTRY GROUPS, LLC, TO TERMINATE THE JANITORIAL SERVICES
AGREEMENT EFFECTIVE AS OF DECEMBER 31, 2023, AND TO REDUCE ABM'S
SCOPE OF WORK IN THE MEANTIME

WHEREAS, the City entered into a written Janitorial Services Agreement with ABM Industry Groups, LLC, on August 8, 2023; and

WHEREAS, such Agreement specifies, in part, that ABM's performance is subject to the personal satisfaction of the City; and

WHEREAS, multiple problems and deficiencies have arisen with ABM's performance, City staff has repeatedly notified ABM of the problems and deficiencies, and the problems and deficiencies have persisted; and

WHEREAS, City staff has lost confidence in ABM, and recommends that the City terminate its relationship with ABM as soon as possible and that ABM's scope of work be modified in the meantime; and

WHEREAS, the Agreement specifies, in part, that the parties' relationship may be terminated effective as of 11:59 p.m., on the last day of a calendar month, without the necessity of cause or breach, by providing advance written notice at least thirty calendar days preceding the date that the termination becomes effective; and

WHEREAS, the Agreement also contemplates that ABM's scope of work might be adjusted during the parties' relationship, and that a corresponding change in the total contract price may apply due to such; and

WHEREAS, City staff has drafted a notification letter, which would both provide advance notice that the parties' relationship will terminate effective as of December 31, 2023, at 11:59 p.m., and also reduce ABM's scope of work in the meantime by removing the Police Department building from the Agreement; and

WHEREAS, and the City Council finds that good cause exists;

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NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that City staff be and is authorized to issue a notification letter to ABM in substantially the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of November, 2023.

Sherry Raymond, Mayor

ATTEST:

Dale Novobielski, Clerk Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney



CITY OF SELAH

115 West Naches Ave
Selah, WA 98942

P: 509-698-7328

F: 509-698-7338

November 15, 2023

Via Email: LegalNotice@abm.com

And Via Certified Mail, Return Receipt Requested

ABM Industry Groups, LLC
ATTN: Karl Bowen
112 North Altamont Street
Spokane, WA 99202

**RE: *Janitorial Services Agreement with City of Selah
Notice of Termination & Reduction in Scope of Work in Meantime***

Mr. Bowen:

This letter serves two purposes. First, it is advance written notice that the City of Selah's contractual relationship with ABM – which exists under the twelve-page Janitorial Services Agreement, entered into on August 8, 2023 – will terminate effective as of December 31, 2023, at 11:59 p.m. Second, it is notice that, in the meantime, ABM's scope of work will be reduced and that the contractual price for the month of December will be correspondingly reduced.

Advance Written Notice of Termination

Paragraph 1 of the Agreement specifies, in part, that "ABM's performance of the Services shall be subject to the personal satisfaction of Client" with the City constituting the Client. The City is not satisfied. There have been multiple deficiencies and problems with ABM's performance, including, but not limited to, an unauthorized worker having possession of City keys, work going undone on multiple dates, and work being poorly performed on multiple dates. City staff has repeatedly notified ABM of the problems and deficiencies, but the problems and deficiencies have persisted. City staff has lost confidence in ABM.

Paragraph 3 of the Agreement empowers the City to terminate the parties' relationship "effective as of 11:59 p.m. on the last day of a calendar month, without the necessity of cause or breach, by providing advance written notice . . . at least 30 days preceding the date that the termination becomes effective." As stated above, this letter constitutes advance written notice that the City is terminating the parties' relationship effective as of December 31, 2023, at 11:59 p.m.

Reduction in Scope of Services in the Meantime

Paragraph 6 of Agreement contemplates that the scope of work might be adjusted during the parties' relationship, and that a corresponding change in the total contractual price may apply due to such.



November 15, 2023
ABM Industry Groups, LLC
Page – 2

The City is no longer desires any services by ABM at or within the Police Station building, and the City is hereby revokes any express or implied permission for any of ABM's workers to enter the non-public portion of such building at any time. Moreover, the City hereby demands the immediate return of all access keys to such building that are possessed by any ABM worker. If any ABM worker enters the non-public portion of the building after your receipt of this letter, that will constitute trespass. The City reserves all rights, both under civil and criminal law, to pursue any remedy or punishment due to unauthorized entry.

The City will continue paying ABM the full contractual price, which is \$5,944.15, through the month of November. However, because the Police Station building has now been removed from the scope of work, the City will only pay \$5,460.04 for the month of December. Such reduction, specifically of \$484.11, constitutes the applicable monthly cleaning charges for the Police Station building per "Exhibit B: Pricing Schedule" of the Agreement. To clarify:

- the City is directing ABM to immediately cease entering the Police Station building – as stated above in this letter;
- however, because this letter is being issued in mid-November, the City will not apply a financial reduction for November;
- the financial reduction will be applied for December; and
- thus, ABM will be paid the full contractual rate for November, it will be paid the lessor rate for December, and it shall only enter and clean the Civic Center, City Hall and Public Works building henceforth through December 31st.

At the conclusion of December, ABM's workers must return all access keys for the Civic Center, City Hall and the Public Works building.

Conclusion

The City reserves all rights and remedies. Please ensure that all of your workers comply with this letter.

Respectfully,

Joe Henne
City Administrator





Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 11/14/2023

Agenda Number: **14-A ***

Action Item

Title: Ordinance Amending the 2023 Budget for Well No. 5 Repairs

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: Approval

Fiscal Impact: \$ 295,000

Funding Source: 461 Water Reserve

Background/Findings/Facts: The City Council approved the spending of \$ 295,000 for emergency repairs to Well No. 5.

Recommended Motion: I move to approve an Ordinance amending the 2023 budget for emergency repairs to Well No. 5.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date:	Action Taken:
8-8-2023	City Council approved spending an additional \$ 200,000 for the rehabilitation of Well No. 5.
7-11-23	City Council approved spending an additional \$ 30,000 for emergency repairs to Well No. 5.
6-13-23	City Council approved spending up to \$ 65,000 for emergency repairs to Well No. 5.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2023 BUDGET FOR EMERGENCY
REPAIRS TO WELL NO. 5

WHEREAS, the City desires to adjust the 2023 Budget for emergency repairs to Well No. 5;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does
ordain as follows: that the Clerk-Treasurer be authorized to amend the 2023 Budget as follows:

411 Water

411.000.034.397.00.00.00	Operating Transfers-In – Fund 461 Water Res.	\$ 295,000
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411.000.094.594.34.65.04	Well No. 5 Emergency Repairs	\$ 295,000
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461 Water Reserve

461.000.097.597.00.00.00	Operating Transfers-Out – Fund 411 Water	\$ 295,000
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461.000.008.508.51.00.00	Ending Assigned Cash & Investments	\$ 2,269,196
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PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 14th day of November 2023.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

ORDINANCE NO. _____



Selah City Council
Regular Meeting
AGENDA ITEM SUMMARY

Meeting Date: 11/14/2023

Agenda Number: **14-B ***

Action Item

Title: Ordinance Amending the 2023 Budget for the North Wenas Water Main Improvement Project

From: Dale Novobielski, Clerk/Treasurer

Action Requested: Approval

Staff Recommendation: Approval

Board/Commission Recommendation: Approval

Fiscal Impact: \$ 60,400

Funding Source: 461 Water Reserve

Background/Findings/Facts: The City Council approved the spending of \$60,400 for the North Wenas Water Main Improvement Project.

Recommended Motion: I move to approve an Ordinance amending the 2023 budget for the North Wenas Water Main Improvement project.

Record of all prior actions taken by the City Council and/or City Board, City Committee, Planning Commission, or the Hearing Examiner (if not applicable, please state none).

Date: **Action Taken:**

2-14-2023 City Council approved spending \$60,400 for HLA Task Order 2023-03 for the North Wenas Water Main Improvement Project.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2023 BUDGET FOR THE NORTH WENAS WATER
MAIN IMPROVEMENT PROJECT

WHEREAS, the City desires to adjust the 2023 Budget for the North Wenas Water Main
Improvement Project;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, does
ordain as follows: that the Clerk-Treasurer be authorized to amend the 2023 Budget as follows:

411 Water

411.000.034.397.00.00.00	Operating Transfers-In – Fund 461 Water Res.	\$ 60,400
411.000.094.594.34.65.47	North Wenas Water Main Improvement	\$ 60,400

461 Water Reserve

461.000.097.597.00.00.00	Operating Transfers-Out – Fund 411 Water	\$ 60,400
461.000.008.508.51.00.00	Ending Assigned Cash & Investments	\$ 2,208,796

PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF SELAH,
WASHINGTON this 14th day of October 2023.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk-Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney

ORDINANCE NO. _____