

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
REVISED MEETING AGENDA
TUESDAY, JANUARY 10, 2017**



COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
- 4. NEW BUSINESS**
 - A. Resolution authorizing the Mayor to sign an Interlocal Agreement between Yakima County and the City of Grandview for Municipal Court Services (**revised Agreement**) 1-8
 - B. Municipal Court Judge Appointments
 - C. 2017 YVCOG General Membership Member and Alternate Designations 9-10
 - D. 2017 City Board & Commission Appointments 11
 - E. Resolution approving a Letter of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol regarding the Supplemental Pension Plan 12-16
 - F. Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010117GV with the Yakima Valley Conference of Governments 17-21
 - G. Potential Conflicts of Interest – Legal Services 22-24
 - H. Resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center 25-32
 - I. Resolution authorizing the Mayor to sign an Equipment Maintenance Agreement with Benton County 33-41
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE:

Resolution authorizing the Mayor to sign an Interlocal Agreement between Yakima County and the City of Grandview for Municipal Court Services

AND

Municipal Court Judge Appointments

AGENDA NO. New Business 4 (A) & (B)

AGENDA DATE: January 10, 2017

DEPARTMENT

Municipal Court

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk



CITY ADMINISTRATOR



MAYOR



ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

The City and Yakima County entered into a 10-year contract for Grandview Municipal Court Services on February 1, 2007. The contract expired on December 31, 2016. In addition, RCW 3.50.040 requires that the City appoint a municipal judge or judges to preside over the Grandview Municipal Court either every four years or when there is a change.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Yakima County presented a new contract for Grandview Municipal Court Services effective January 1, 2017 through December 31, 2017. In addition, Yakima County requested that the following judges be appointed effective January 13, 2017 through January 13, 2021 as Grandview Municipal Court judges: Judge Donald Engel, Judge Kevin Roy, Judge Brian Sanderson, Judge Alfred Schweppe, and Commissioner Kevin Eilmes.

At the December 13, 2016 C.O.W. meeting, staff presented the new contract and the appointments. Council expressed concern with appointing the judges for a four-year term, but only having a one-year term on the court contract. Council tabled the appointments and contract to the January 10, 2017 C.O.W. meeting and requested that a representative from Yakima County District Court attend to provide clarification.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign an Interlocal Agreement between Yakima County and the City of Grandview for Municipal Court Services AND the appointment of Judge Donald Engel, Judge Kevin Roy, Judge Brian Sanderson, Judge Alfred Schweppe, and Commissioner Kevin Eilmes as Grandview Municipal Judges in compliance with RCW 3.50.040 effective January 13, 2017 through January 13, 2021 to a regular Council meeting for consideration.

Anita Palacios

From: Anita Palacios
Sent: Friday, January 06, 2017 2:07 PM
To: Bill Moore; Bill Moore; Bill Moore 1 (billandrachel@charter.net); Cus Arteaga; Dennis McDonald (dennism@grandview.wa.us); Dennis McDonald 1 (dennismcd10@gmail.com); Gaylord Brewer (brewerg@grandview.wa.us); Gloria Mendoza; Gloria Mendoza (mendozag@grandview.wa.us); Gview Mayor; Javier Rodriguez; Javier Rodriguez (rodhav1@yahoo.com); Joan Souders; Joan Souders 1 (jesouders@hotmail.com); Mayor Norm Childress; Mike Everett (everettm@grandview.wa.us); Mike Everett 1 (mike@everettlaw.net); Quinn Plant
Subject: Municipal Court Services - Interlocal Agreement with Yakima County
Attachments: INTERLOCAL AGREEMENT Between Grandview and YDC2 2017 (002).docx

This morning, the Mayor, City Administrator Arteaga, Councilmember Everett and myself met with representatives of the Yakima County District Court regarding the Interlocal Agreement for Municipal Court Services and the issue of probation services. Following discussion, those in attendance agreed to amend the Interlocal Agreement, copy attached, to provide for a four year term from January 1, 2017 through December 31, 2021 which would match the appointment for the Municipal Court Judges. It was also agreed to remove item 10. "Probation Services" on page 3 of the Interlocal Agreement. The issue of probation services will be further discussed between the City and Yakima County for budgeting in 2018.

Anita G. Palacios, MMC
City Clerk/Human Resource
City of Grandview
207 West Second Street
Grandview, WA 98930
PH: (509) 882-9208
FAX: (509) 882-3099
anitap@grandview.wa.us
www.grandview.wa.us

RESOLUTION NO. 2017-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT
BETWEEN YAKIMA COUNTY AND THE CITY OF GRANDVIEW FOR
MUNICIPAL COURT SERVICES**

WHEREAS, the Grandview City Council decided to contract out the Grandview Municipal Court Services to the Yakima County District Court as of February 1, 2007; and

WHEREAS, said contract will expire on December 31, 2016; and

WHEREAS, the City of Grandview wishes to continue said Interlocal Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, as follows:

The Mayor is hereby authorized to enter into an Interlocal Agreement between Yakima County and the City of Grandview for Municipal Court Services in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY AND THE CITY OF GRANDVIEW FOR MUNICIPAL COURT SERVICES

THE INTERLOCAL AGREEMENT (the "Agreement"), made and entered into the 31st day of December, 2016, by and between the City of Grandview, a municipal corporation of the State of Washington and Yakima County, a Washington County organized under the laws of the State of Washington, collectively Grandview and Yakima County are referred to as the "Parties."

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

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

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

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

WHEREAS, Grandview desires to contract with Yakima County to provide extraterritorial municipal court services and facilities for such services, and

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

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

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

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide for the processing of Grandview criminal complaints and citations and civil and traffic infractions under the exclusive original jurisdiction of the Yakima County District Court, to set the cost for court services to be paid by Grandview and to enumerate the court services to be provided by Yakima County as the hosting jurisdiction. It is the intent of the Parties that Yakima County act as the hosting jurisdiction to Grandview as the contracting city in order that Grandview may comply with its obligations pursuant to RCW

39.34.180 to adjudicate and prosecute criminal offenses and civil and traffic infractions arising from violations of the Grandview Municipal Code within the jurisdictional boundaries of the city of Grandview. It is further the intent of the Parties that, for the term of this Agreement, Yakima County District Court shall have exclusive original jurisdiction over all criminal offenses and traffic infractions arising from violations of the Grandview Municipal Code as provided for pursuant to RCW 3.50.020. In entering into this Interlocal Agreement for municipal court services, the Parties have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding and state sales tax funding.

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

3. COMMENCEMENT DATE. This Agreement shall commence on January 1, 2017 and be in effect from January 1, 2017 through midnight on December 31, 2021.

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

a. Municipal Court Services. The following court services shall be provided by Yakima County under this Agreement:

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

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

3. **Supplies and Forms.** Yakima County shall provide all court forms and paperwork necessary for the processing of Grandview Municipal Court cases.

4. **Language Interpretation.** Yakima County shall provide and pay for all language interpretation services for Grandview Municipal Court defendants.

5. **Jury.** Yakima County shall provide and pay for jury administration services for Grandview Municipal Court.

6. **Collection for Nonpayment.** Yakima County will, through the same collection process used for Yakima County District Court cases, collect all fines and fees for Grandview Municipal Court cases.

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

8. **Court Scheduling.** The scheduling of court proceedings for Grandview Municipal Court is controlled by Yakima County District Court and the Presiding Judge. However, Yakima County agrees to schedule the City of Grandview criminal and contested matters separate from similar matters instituted by the State of Washington.

9. **Judicial Accessibility After Work Hours.** The Yakima County District Court shall supply the Grandview Police Department with telephone numbers of the Judges in order to facilitate non-business hour contact for probable cause determinations, issuance of telephonic no contact orders and applications for telephonic search warrants.

10. **File Management and Retention:** Yakima County District Court shall manage and retain court case files for Grandview Municipal Court for all cases filed after District Court began operating Grandview Municipal Court. Files shall be managed and retained in accordance with procedures established by the Judicial Information System, Washington State Archives and District Court policies.

b. **City of Grandview Responsibilities:**

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

2. **Public Defender.** Grandview shall be responsible for providing and paying for all public defense services, including appointment of attorney's for appellate purposes if applicable and expert witness costs, for all cases filed in Grandview Municipal Court.

3. **Expenses related to Competency Evaluations.** Grandview shall be responsible for all costs related to competency evaluations. This includes but is not limited to, costs of experts to perform examinations.

4. **Municipal Court Judges and Presiding Judge.** Grandview shall, by enacting a resolution, appoint the Judges and Commissioner of the Yakima County District Court as Municipal Court Judges who will preside over Grandview Municipal Court cases. Moreover, Grandview shall name

the Presiding Judge of the Yakima County District Court as the Presiding Judge of the Grandview Municipal Court pursuant to RCW 3.50.040. Costs contemplated by RCW 3.50.040 is included in the costs provided for in this Agreement.

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

5. COSTS AND REVENUE.

a. No later than September 1, Yakima County District Court shall provide a proposed budget including the cost for the operation of Grandview Municipal Court. The City shall pay to the County a sum equal to the percentage of said budget calculated based upon a 4 year running average of the total District Court cases divided by the average number of City of Grandview cases. As an example, if the 4 year average of the District Court cases including the cases filed by the City is 10,000 and the City's portion of the 4 year average is 1,000, then the City shall pay to the County for the following year a sum equal to 10% of the total District Court budget. For the year 2017, the City shall pay to the County the sum of \$190,547 for the operation of the Grandview Municipal Court. The calculation is as follows:

GRANDVIEW MUNICIPAL CONTRACT FIGURES - 2017 (Revised 11.17.2016)		
Year	Yakima District	GV Muni
2013	30,137	1,883
2014	29,643	1,579
2015	31,668	1,432
2016	24,260	1,908
Totals	115,708	6,802
Total District Court Filings	115,708	
Total Grandview Muni Filings	6,802	
Total Combined Filings	122,510	
Grandview Muni Percentage	5.55%	
2017 DC Budget	\$2,826,180	
2017 3/10ths DC Budget	605,730	
Total Budget	3,431,910	
Grandview Muni Cost for 2017		\$190,547

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b. Grandview shall pay the sum calculated in accordance with paragraph "a" above in 12 equal monthly installments payable by the 10th day of the month beginning January 2017.

c. In the event the Parties cannot agree on the amount of the District Court budget, or the ratio of the Grandview cases to the District Court total, then the Parties agree to arbitration pursuant to Chapter 7.04 RCW.

d. All fines and costs shall be collected and accounted for by Yakima County District Court staff in accordance with Chapter 3.62 of the RCW and any other applicable laws and paid to the City along with an accounting thereof monthly.

6. MODIFICATION AND TERMINATION.

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

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

c. In the event of termination of this Agreement any and all funds owed to Yakima County at said termination date shall be paid by Grandview and all fines and costs collected by Yakima County shall be paid to Grandview.

d. In the event of the termination of this Agreement all cases filed in Grandview Municipal Court shall be returned to Grandview.

7. APPLICABLE LAW, JURISDICTION AND VENUE, INDEMNIFICATION.

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

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

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

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

e. In the event that both the County and the City are negligent in a matter arising out of the activities of the parties pursuant to this Agreement, each part shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses including costs and reasonable attorney's fees.

Dated this _____ day of _____, 20__.

City of Grandview

Yakima County District Court

Mayor

Presiding Judge

Attest

Approved:

City Clerk

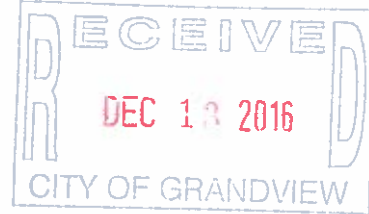
Yakima County Deputy Prosecuting



YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

311 North 4th Street, Suite 204 • Yakima, Washington 98901
509-574-1550 • FAX 574-1551
website: www.yvcog.org

MEMORANDUM



TO: YVCOG Member Jurisdictions

FROM: Lauris C. Mattson
Executive Director

DATE: December 6, 2016

RE: 2017 YVCOG General Membership
Member and Alternate Designation

It is time once again to appoint members and alternates to represent your community as voting members of the YVCOG General Membership. As outlined in Article IV of the YVCOG Articles of Association, and according to the YVCOG Bylaws, these appointments shall be submitted to the YVCOG Chair ten (10) days prior to the annual meeting, which will fall on Wednesday, January 18, 2017.

Members and Alternates must be chosen from elected officials. However, the legislative bodies of towns or code cities with populations under 3,000 are entitled to appoint an employee of the city empowered to vote by proxy in the event their regular representative or alternate cannot attend a meeting.

Please complete the attached form and return to our office at 311 N. 4th Street, Suite 204, Yakima, WA 98901, or FAX to 509-574-1551 no later than January 8, 2017.

Sincerely,



Lauris C. Mattson

LCM:jlh
Enclosure

MEMBER JURISDICTIONS

Grandview • Granger • Harrah • Mabton • Moxee • Naches • Selah
Sunnyside • Tieton • Toppenish • Union Gap • Wapato • Yakima • Yakima County • Zillah

CITY OF GRANDVIEW

2017 YVCOG GENERAL MEMBERSHIP MEMBERS AND ALTERNATES

As outlined in the attached cover letter, please list below the name, Mailing Address, telephone number(s) and email Mailing Address of the members and alternates appointed to represent your community as voting members of the YVCOG General Membership in 2017. **Please return this form to the YVCOG no later than January 8, 2017:**

Yakima Valley Conference of Governments
311 North 4th Street, Suite 204
Yakima, WA 98901
Fax 574-1551 - Email: jessica.hansen@yvcog.org

VOTING REPRESENTATIVE (Elected Official):

(1) _____
Name Mailing Address

Phone (work and home) City/Town Zip

Email

VOTING ALTERNATE (Elected or Appointed Official):

(1) _____
Name Mailing Address

Phone (work and home) City/Town Zip

Email

PLANNING COMMISSION MEMBER:

(1) _____
Name Mailing Address

Phone (work and home) City/Town Zip

Email _____

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE

AGENDA NO.: New Business 4 (D)

2017 City Board & Commission Appointments

AGENDA DATE: January 10, 2017

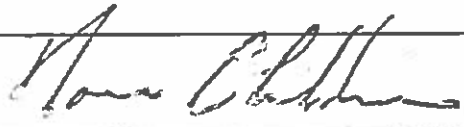
DEPARTMENT

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

CITY ADMINISTRATOR

MAYOR



ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

None

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

The following appointments are being presented by the Mayor to Council for confirmation:

<u>Position</u>	<u>Term</u>
Community Center Advisory Committee	
• Middle School Representative – Juan Jimenez Jr.	12/31/2017
• High School Representative – Jasel Perez	12/31/2017
• Senior Citizen Representative – Wanda Brewer	12/31/2017
• American Legion/Auxiliary Representative – Nancy Davidson	12/31/2017
• At-Large Representative – Dave Copeland	12/31/2017
• At-Large Representative – Laura Massey	12/31/2017
• City Council Representative – Joan Souders	12/31/2017
Planning Commission – Lois Chilton	12/31/2021
Museum Board – Mary Barrett	12/31/2019
Museum Board – Jeanne Marie Coursey	12/31/2019
Civil Service Commission – Darrell McCallum	12/31/2022

ACTION PROPOSED

Move the confirmation of the 2017 City Board and Commission appointments as recommended by the Mayor to a regular Council meeting for consideration.

Leonard Crouch
Secretary/Treasurer

GENERAL TEAMSTERS, FOOD PROCESSING EMPLOYEES, PUBLIC EMPLOYEES, WAREHOUSEMEN and HELPERS



LOCAL UNION NO. 760

Affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

GENERAL OFFICE: 1211 WEST LINCOLN • (509) 452-7194 • FAX (509) 452-7354 • YAKIMA, WASHINGTON 98902

AREA OFFICES:

1737 N. WENATCHEE AVE., STE. F • (509) 667-7760 • WENATCHEE, WASHINGTON 98801
514 WEST THIRD • (509) 765-7460 • MOSES LAKE, WASHINGTON 98837

October 19, 2016

Cus Arteaga, City Administrator
City of Grandview
207 West Second Street
Grandview, WA 98930

Ref: Request to Open Article 25-Supplemental Pension Plan

Dear Cus,

As you may be aware, the members of the Police Sergeants-Patrol Bargaining Unit expressed an interest in modifying the Supplemental Pension contribution and adding Pension Enhanced Early Retirement (PEER 84). A pension representative gave a presentation along with personalized projections for each employee. After some weeks of deliberation, the employees decided to take the matter to a vote.

There were two votes: First, whether to open Article 25 for the purpose as stated above. This vote passed unanimously. Second, approval to divert an additional \$1.00 per hour to the base contribution rate AND join the PEER 84 Plan, that is an additional 6.5% of the base contribution rate; for a new total hourly contribution of \$2.13, effective 1-1-2017. This vote was 15 to 1 in favor of the proposal.

These votes were taken with the understanding that the current Contract maintains terms and conditions unless there is mutual agreement between the Union and City to bargain changes. See below:

"23.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as specifically covered herein. It is agreed that this document contains the full and complete Agreement between the parties hereto, and for all whose benefit this Agreement is made and no oral statement shall add to or supersede any of its provisions and no party shall be required during the term of this Agreement to negotiate or bargain upon any issues unless mutually agreed to by the parties."

It is under these circumstances that we request mutual agreement in opening the contract to bargain the above proposal. Please let me know at your soonest convenience how you'd like to proceed.

Best regards,

Steve Bruchman
Business Representative

Leonard Crouch
Secretary/Treasurer



GENERAL TEAMSTERS, FOOD PROCESSING EMPLOYEES, PUBLIC EMPLOYEES, WAREHOUSEMEN and HELPERS

LOCAL UNION NO. 760

Affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

GENERAL OFFICE: 1211 WEST LINCOLN • (509) 452-7194 • FAX (509) 452-7354 • YAKIMA, WASHINGTON 98902

AREA OFFICES:

**1737 N. WENATCHEE AVE., STE. F • (509) 667-7760 • WENATCHEE, WASHINGTON 98801
514 WEST THIRD • (509) 765-7460 • MOSES LAKE, WASHINGTON 98837**

December 22, 2016

Mayor Norm Childress
c/o: Cus Arteaga
City of Grandview
207 W 2nd
Grandview WA 98930

RE: Letter of Agreement

Dear Mayor Childress:

Enclosed please find three (3) original Letters of Agreement between Teamsters Local Union 760 and City of Grandview Police Patrol Sergeants.

Please have all documents signed and return two (2) original agreements to our office at 1211 W. Lincoln Ave., Yakima WA 98902.

Please feel free to contact our office at (509)452-7194 should you have any questions.

Sincerely,

Steve Bruchman
Business Representative
Teamsters Local Union 760

cc: file

RESOLUTION NO. 2017-__

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING A LETTER OF AGREEMENT BY AND BETWEEN THE CITY OF
GRANDVIEW AND TEAMSTERS LOCAL NO. 760 POLICE SERGEANTS-PATROL
REGARDING THE SUPPLEMENTAL PENSION PLAN**

WHEREAS, the City of Grandview and the Teamsters Local No. 760 have been negotiating a modification to Article 25 – Supplemental Pension Plan for the Police Sergeants-Patrol union group to provide for participation in the Pension Enhanced Early Retirement (PEER 84) program by employee wage diversion; and

WHEREAS, the parties have come to an agreement which has been reduced to writing; and

WHEREAS, the approval of said Letter of Agreement is in the best interest of the citizens of the City of Grandview,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, as follows:

The Letter of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol regarding the Western Conference of Teamsters Pension Trust adoption of the Pension Enhanced Early Retirement (PEER 84) program by employee wage diversion is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign the Letter of Agreement, a copy of which is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January ____, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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LETTER OF AGREEMENT

BY AND BETWEEN

CITY OF GRANDVIEW

AND

TEAMSTERS LOCAL UNION NO.760-POLICE SERGEANTS - PATROL

WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST: ADOPTION OF PEER 84 PROGRAM BY EMPLOYEE WAGE DIVERSION

- A. The City of Grandview, hereafter called the "Employer", is a municipal corporation of the State of Washington.
- B. The Teamsters Local Union No.760 - Police Sergeants - Patrol, hereafter called "Union", is the exclusive bargaining representative for the bargaining unit employees consisting of Police Sergeants - Patrol Employees for the City of Grandview.
- C. The Parties agree that the existing terms and conditions set forth in ARTICLE 25 – Supplemental Pension Plan shall be modified to accommodate:
 - 1. Increase Basic Contribution Rate to two dollars (\$2.00) and;
 - 2. Adopt participation in the Pension Enhanced Early Retirement (PEER 84) program, recognizing that additional contributions for PEER 84 must at all times be 6.5% of the basic contribution.

NOTE: The total cost (per Section 25.3: \$2.13) shall continue to be funded by employee wage reduction.

The material modifications to ARTICLE 25 – SUPPLEMENTAL PENSION PLAN are incorporated as follows:

ARTICLE 25 - SUPPLEMENTAL PENSION PLAN

25.1 The bargaining unit members pre-tax wages shall be reduced each month by the amounts paid on account of each member pursuant to paragraphs 25.3 and 25.4 hereof. The Employer is not obligated to make any contributions beyond the amounts by which the contractual wage rates are reduced now or in the future.

25.2 In lieu of an identical amount of pre-tax wages of each bargaining unit member, the Employer shall pay each month into the Western Conference of Teamsters Pension Trust Fund the below referenced amounts on account of each member of the bargaining unit.

25.3 Effective January 1, 2017, as designated below, the Employer shall pay the amounts stated below to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which straight-time compensation was paid not to exceed 2080 hours per calendar year. Said amounts are to be computed monthly, two dollars and thirteen cents (\$2.13) per compensable hour, which includes \$0.13 for the Program for Enhanced Early Retirement (PEER/84), not to exceed four thousand four hundred thirty dollars and forty cents (\$4,430.40) per calendar year. In the event an employee terminates prior to the end of the year, their total straight time hours shall be calculated to ensure each straight time hour has been paid to the trust.

The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contributions for PEER 84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

25.4 The total amount due for each calendar month for each of the bargaining unit employees as set forth in this provision shall be remitted in a lump sum not later than ten (10) business days after the last business day of such preceding month.

25.5 The Employer hereby acknowledges that he has received a true copy of the Western Conference of Teamsters Pension Plan Agreement and Declaration of Trust and Regulations and shall be considered a party thereto. The Employer further agrees that the employer-trustees named in this Trust, and their successors in trust, are and shall be his representatives, and consents to be bound by the action and determination of the Trustees.

25.6 The Employer does not make any representations as to whether or not the amounts by which wages are reduced and which are paid into the Trust Fund is non-taxable or taxable. Should it be determined at some later date that the above-referenced payments are taxable income, Teamsters Local No. 760 will indemnify and hold the Employer harmless against all claims of employees arising from such adverse tax consequence. Should existing tax law change with respect to this particular Pension Trust, the parties agree to meet to bargain a resolution to the matter.

CITY OF GRANDVIEW

TEAMSTERS LOCAL UNION NO. 760

NORM CHILDRESS, MAYOR


LEONARD CROUCH, SEC-TREASURER

DATE: _____

DATE: 12-21-16

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE

Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010117GV with the Yakima Valley Conference of Governments

AGENDA NO.: New Business 4 (F)

AGENDA DATE: January 10, 2017

DEPARTMENT

Planning

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT HEAD REVIEW

Anita Palacios, City Clerk



CITY ADMINISTRATOR



MAYOR



ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

Each year, the City contracts with the Yakima Valley Conference of Governments (YVCOG) for technical assistance to include planning activities and grant applications on an as needed basis as requested by the City.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

YVCOG has the expertise and capability of assisting the City with planning activities and projects. The maximum amount of compensation and reimbursement to be paid by the City to YVCOG under this Technical Assistance Contract is \$5,000, contract attached. When assistance is requested by the City, YVCOG prepares a scope of work and cost estimate. YVCOG invoices the City based upon actual expenses incurred. This amount has been appropriated in the 2017 planning budget under professional services.

ACTION PROPOSED

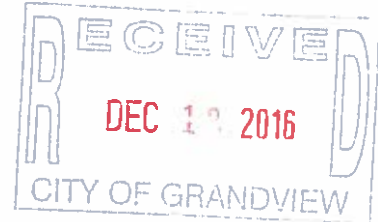
Move resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010117GV with the Yakima Valley Conference of Governments to a regular Council meeting for consideration.



YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

311 North 4th Street, Suite 204 • Yakima, Washington 98901
509-574-1550 • FAX 574-1551
website: www.yvcog.org

December 6, 2016



Norm Childress, Mayor
City of Grandview
207 West 2nd Street
Grandview, WA 98930

SUBJECT: YVCOG Technical Assistance (TA) Contract for 2017

Norm -
Dear Mayor Childress:

Enclosed please find a proposed technical assistance (TA) contract between the YVCOG and the City of Grandview. This contract was pre-approved by the YVCOG Executive Committee on November 21, 2016 to expedite the process in the event the City wishes to initiate a contract. The time of performance and dollar amount are not filled in. To initiate this contract, those figures will need to be included.

As you know, these TA contracts are generally used for YVCOG services that are difficult to develop specific scope of work. Typically, members use the TA contracts for current planning activities that are dependent upon the type and number of development applications a member jurisdiction will receive. Other types of uses for these TA contracts are for assistance with time sensitive projects (e.g. grant applications) where a specific scope of work can be developed quickly and approved by Council on short notice. Whenever your needs are more long term or specific to a project (e.g. comprehensive plan updates) we like to use a Professional Services contract format with a detailed scope of work with identified deliverables and timelines.

When the TA contract is entered into with a sum of your determination, the funds will only be drawn down based upon YVCOG services performed at the City of Grandview's request. If no assistance is requested during the year, or assistance does not require the total sum budgeted, the remaining contract balance will remain unused and available for the City's discretion.

If you anticipate needing YVCOG assistance or services in 2017, please present this contract to your Council for discussion and approval. If approved, please return two (2) signed originals and we will return one original once signed by the YVCOG Executive Committee Chair.

Please call if you have any questions. If you would like me to attend a Council meeting to provide additional information, I would be pleased to do so. As always, the YVCOG looks forward to assisting you with your planning needs.

Sincerely,

Lauris C. Mattson
Lauris C. Mattson
Executive Director

LCM:jlh
Enclosure

MEMBER JURISDICTIONS

Grandview • Granger • Harrah • Mabton • Moxee • Naches • Selah
Sunnyside • Tieton • Toppenish • Union Gap • Wapato • Yakima • Yakima County • Zillah

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RESOLUTION NO. 2017-__

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE TECHNICAL ASSISTANCE CONTRACT
NO. 010117GV WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS**

WHEREAS, the City of Grandview wishes to enter into a Technical Assistance Contract with the Yakima Valley Conference of Governments for technical planning assistance,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, as follows:

The Mayor is hereby authorized to sign the Technical Assistance Contract No. 010117GV with the Yakima Valley Conference of Governments in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
TECHNICAL ASSISTANCE CONTRACT NO. 010117GV**

THIS CONTRACT, entered into this ____ day of January, 2017 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 Grandview, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by Mayor Norm Childress, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

1.1 Develop or assist in development of grant applications for community projects as requested by the Mayor;

1.2 Assist the City in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the Mayor;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

2. Time of Performance. The services provided by the Conference pursuant to this contract shall commence on **January 1, 2017** and shall end on **December 31, 2017**.

3. Access to Information. It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City. No charge shall be made to the Conference for such information, and the City will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement to be paid by the City hereunder shall not exceed **\$5,000.00** for all services required. In addition, the City will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal to the Council and Planning Commission. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the

Social Security, Workmen's Compensation and Income Tax Laws for persons other than City employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to the City for payment based upon work completed for the City. Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, the City or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either the City or the conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, the City will compensate the Conference for that portion of services extended unto the City.

7. Modification. The terms of this contract may be changed or modified by mutual agreement of the City and the Conference in the form of written amendments to this contract.

8. Contract for Continuation. The City shall give notice of their intent to continue or discontinue the contractual agreement at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

CITY OF GRANDVIEW

BY: _____
Conference Chair

BY: _____
Mayor Norm Childress

ATTEST: _____
Secretary

ATTEST:

BY: _____
Anita Palacios, City Clerk

Approved as to form:

BY: _____
City Attorney

MENKE JACKSON BEYER EHLIS & HARPER, LLP

Attorneys at Law

807 NORTH 39TH AVENUE • YAKIMA, WASHINGTON 98902
(509) 575-0313 • FAX: (509) 575-0351

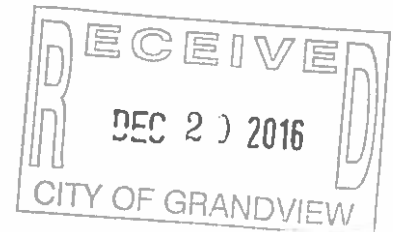
ANTHONY F. MENKE
ROCKY L. JACKSON
G. SCOTT BEYER
KIRK A. EHLIS

KENNETH W. HARPER

QUINN N. PLANT
DANA M. EVANS

December 14, 2016

ATTORNEY-CLIENT
PRIVILEGED & CONFIDENTIAL
COMMUNICATION



Norm Childress, Mayor
Cus Arteaga, City Administrator
City of Grandview
207 West Second Street
Grandview, WA 98930

Re: *Potential Conflicts of Interest*

Dear Norm & Cus,

This letter is substantially identical to one initially provided to the City of Grandview in July 2011. Given the passage of time and the approval of a new representation agreement, effective January 1, 2017, it is appropriate to review this matter.

As you may know, our firm also represents the City of Granger as general counsel. Attorneys in this firm also work for Yakima County, the City of Yakima and other public entities in Yakima County on discrete matters. On occasion, the City of Grandview will request that we review agreements or contracts between the City of Grandview and Yakima County. I am sure that there are other local governments that the City of Grandview may contract with in a similar manner. These are normally fairly routine agreements or involve the renewal of prior contracts.

As the general counsel for the City of Granger, we are handling general matters, much as we handle for the City of Grandview, as well as specific matters that may be assigned to our firm.

To my knowledge, the matters we are handling for the City of Yakima include personnel matters and code enforcement matters.

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Mr. Norm Childress, Mayor
Mr. Cus Arteaga, City Administrator
December 14, 2016
Page 2 of 3

With the respect to Yakima County, our firm also represents Yakima County in labor and employment, land use, real estate, condemnation and other miscellaneous matters for which we are retained by the County as special deputy prosecutors.

We are also currently acting as special deputy prosecutors for Kittitas County.

This list is not exhaustive, since we have in the past represented several other local governments in eastern Washington. With the exception of Granger and the cities of Goldendale and Dayton, we do not act as general counsel for any other local governments. Therefore, with the exception of Granger, Goldendale and Dayton, it is unlikely that we would be asked to represent any of these other local governments with respect to a contract with the City of Grandview, since these other local governments have their own general corporate counsel.

Where there is a potential for conflict, it is advisable that we obtain the written consent of our client where the representation of one client may potentially be adverse to the interest of another client and to clarify a course of action should that occur. Since we represent these other local government in the matters described above, there is a potential for a conflict if the City of Grandview should find itself in an adversarial relationship with any of these other entities, especially with the respect to a contract, agreement or land use matter. Also, there may be an occasion when both the City of Grandview and the City of Granger may ask us to review a contract to which you are both parties, such as an interlocal agreement. In any of those events, we could not represent either the City of Grandview or one of these other local governments. We would assist you in retaining other counsel. In the case of a contract review for Grandview and Granger, it is likely we could identify other local attorneys for that purpose.

In the past, to my knowledge, the City of Grandview has worked cooperatively with other local governments. Under these circumstances, in my judgment, it is unlikely our representation of these other agencies will adversely affect our representation of the City of Grandview.

Please be aware that the cities of Granger and Yakima and Yakima County have signed similar letters acknowledging the potential for a conflict and consenting to our representation of them regarding the matters discussed. In addition, if we are asked to represent other local governments who we know are likely to have future contractual negotiations with the City, we will ask them to sign similar letters.

If you have any questions about anything contained in this letter, I would be happy to discuss it with you. On the other hand, if you believe that the City has been adequately

Mr. Norm Childress, Mayor
Mr. Cus Arteaga, City Administrator
December 14, 2016
Page 3 of 3

informed to understand the possibility of a conflict of interest and consents to our representation of the City of Grandview, while representing these other agencies as discussed above, please sign this letter where indicated, retain a copy of your records, and return it to me at your earliest convenience in the self-addressed stamped envelope enclosed.

Yours very truly,


QUINN N. PLANT

Enclosures

CONSENT TO CONTINUED REPRESENTATION

Approved:

City of Grandview

By: _____
NORM CHILDRESS, *Mayor*

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**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE

Resolution approving a Site Use Agreement between
People For People and the City of Grandview
Community Center

AGENDA NO.: New Business 4 (H)

AGENDA DATE: January 10, 2017

DEPARTMENT

Parks & Recreation Department

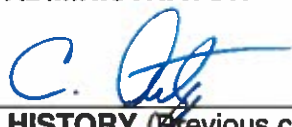
FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

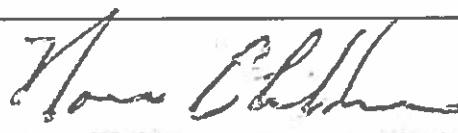
Mike Carpenter, Parks & Recreation Director



CITY ADMINISTRATOR



MAYOR



ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

For several years, the City of Grandview has allowed the use of their respective facilities for the operation of a noon meal program to serve hundreds of area senior citizens. This has been a valuable program, enhancing the health and social well being of the elderly.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Attached is the annual Site Use Agreement between People For People and the City of Grandview to provide food and nutrition services for area senior citizens. Traditionally, the noon meal program has offered a host of opportunities for our Parks and Recreation staff and volunteers to enhance lives with additional and meaningful recreation programs. In addition, the agreement includes a reimbursement provision for utility costs from People For People in the amount of \$425 per month. The City Attorney has had the opportunity to review and comment on the Agreement. People for People have also reviewed and signed the Agreement.

ACTION PROPOSED

Move resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center to a regular Council meeting for consideration.

RESOLUTION NO. 2017-__

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING A SITE USE AGREEMENT BETWEEN PEOPLE FOR PEOPLE
AND THE CITY OF GRANDVIEW COMMUNITY CENTER**

WHEREAS, People For People Senior Nutrition Program provides food and nutrition services to senior citizens; and,

WHEREAS, People For People Senior Nutrition Program desires to provide these services at the Grandview Community Center; and,

WHEREAS, the City of Grandview and People For People wish to enter into a Site Use Agreement; and,

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

The Mayor is hereby authorized to sign the Site Use Agreement between People For People and the City of Grandview, in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SITE USE AGREEMENT
Between
People For People
and
City of Grandview
Grandview Community Center

THIS AGREEMENT is made and entered into by and between, City of Grandview (hereinafter City), and People For People, a Washington nonprofit corporation.

WHEREAS, People For People Senior Nutrition Program provides food and nutrition services to senior citizens, and

WHEREAS, People For People Senior Nutrition Program desires to provide these services at the Grandview Community Center, whose address is 812 Wallace Way, Grandview, Washington, 98930 in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein it is agreed by and between the City and People For People as follows:

1. People For People:

- a. Shall prepare and serve food services to senior citizens at the Grandview Community Center, as contracted by the City, through congregate meals as well as preparing and packaging meals for home delivery to homebound seniors.
- b. Shall use the kitchen, equipment and facilities generally between 7:00 am to 3:00 p.m., Monday, Tuesday, Thursday and Friday, except for Holidays and except when such use is preempted by the City pursuant to paragraph 2(b) below.
- c. Shall leave the kitchen, kitchen facilities/equipment, dishes, glassware, and utensils in a clean and orderly condition. People For People assumes all responsibility for the cleaning of the kitchen and dining areas for each day that People For People uses the facility.
- d. Upon the loss, destruction, or damage to any property at the Grandview Community Center in connection with its food service operations, People For People shall notify the City thereof and shall take all reasonable steps to protect that property from further damage. Furthermore, People For People assumes all responsibility for repairing any equipment, fixtures, or

furnishings broken or damaged in the facility as a result of its food service operations.

- e. Shall request permission in advance to use the said facilities and equipment in the event such use is needed outside the said time period.
- f. Shall plan and carry out the operation of the meal site without aid or intervention from the City.

2. The City:

- a. Shall provide People For People the use of facilities, equipment, and space for the preparation and serving of meals for the Senior Nutrition program, as contracted by the City, generally from 7:00 am to 3:00 p.m., Monday, Tuesday, Thursday and Friday, except for Holidays and when such use is preempted by the City pursuant to paragraph 2(b) below.
- b. Shall notify People For People at least five (5) business days in advance if the kitchen or dining areas are to be preempted for other use.
- c. Reserves the right to schedule classes and other activities in the Grandview Community Center. The City will make reasonable efforts to ensure that such classes and activities do not interfere with People For People's operations and services.
- d. Shall provide an annual Fire and Life Safety Survey to be performed by the local fire department.
- e. Shall provide an annual Health Inspection of the kitchen and serving area as mandated by State regulation. The Yakima Health District shall perform the inspection.
- f. Shall assure that when the facilities are used by other than People For People's Senior Nutrition program, the kitchen and other facilities have been properly cleaned prior to use by the Senior Nutrition program.

3. Consideration:

- a. As consideration for the food services provided pursuant to this Agreement, People For People agrees to pay the City a base minimum of \$425.00 per month.
- b. The City will renegotiate with People For People the monthly base minimum, should the City determine that \$425.00 per month does not cover the increased utilities costs attributable to People For People's food preparation operations and services.

4. Amendments:

This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

5. Term of Agreement:

The term of this Agreement shall commence on January 1, 2017, or as mutually scheduled and shall end on December 31, 2017.

6. Taxes and Assessments:

People For People shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement.

7. Insurance:

People For People understands and acknowledges that the City does not provide comprehensive liability insurance coverage for the benefit of People For People, including its officials, officers, agents, and employees. People For People shall maintain a policy of comprehensive liability insurance with combined single limit coverage of at least \$5,000,000 for the duration of this Agreement. The policy shall provide coverage for all activities conducted by People For People at the Grandview Community Center. People For People shall provide the City with a certificate of insurance or insurance binder evidencing that said insurance is in effect. People For People is required to provide 30 days notice of cancellation of such insurance and provide proof of continued coverage.

8. Non Discrimination:

With regard to the provision of food services under this Agreement, People For People and the City shall not illegally discriminate against any person on the grounds of race, creed, color, religion, national origin, political affiliation, sex, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical handicap.

9. Indemnification and Hold Harmless:

People For People shall indemnify, hold harmless and defend the City, and 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) which result from or arise out of the sole negligence of People For People, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of People For People's services, duties and obligations under this Agreement.

The City agrees to hold harmless, indemnify, and defend People For People, 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) which result from or arise out of the sole negligence of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties and obligations under this Agreement.

In the event that the officials, officers, agents, and/or employees of both People For People and the City 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 any reasonable attorney's fees).

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

People For People hereby releases the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City from any and all liability or responsibility to People For People or anyone claiming through or under People For People by way of subrogation or otherwise, for any loss, expense or damage, even if said loss, expense or damage is caused by the fault or negligence of the City, its elected or appointed officials, employees or volunteers, except to the extent that the City has an indemnification obligation to People For People under this paragraph 9.

Solely for the purposes of its obligations under this Agreement, each party specifically waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51, Revised Code of Washington, for any claims by its employees against the other for bodily injuries or death sustained while performing services hereunder. Further, the indemnification obligations of either party to the other shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under Worker's Compensation Acts, Disability Benefit Acts, or other benefit acts; provided, that each party's waiver of immunity by this provision shall extend only to claims by one party against the other and shall not include or extend to any claims by either party's employees directly against the employer party.

This paragraph nine (9) shall survive the termination of the Agreement.

10. Assignment:

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the City to any other person or entity without the prior written consent of People For People. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the City as stated herein.

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by People For People 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 People For People as stated herein.

11. Waiver of Breach:

The waiver by People For People or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

12. 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.

13. Integration:

This Agreement sets forth all the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

14. Termination:

Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) days advance written notice of termination.

15. 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:

THE CITY OF GRANDVIEW

Cus Arteaga
City of Grandview
207 W. 2nd Street
Grandview, WA 98930
(509) 882-9200

PEOPLE FOR PEOPLE:

Madelyn Carlson, CEO
People For People
304 W. Lincoln Avenue
Yakima, WA 98902
(509) 248-6726

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective at the time mailed or hand delivered at the address specified above. Each party shall provide written notification within 15 calendar days of change of address.

16. Payment:

Rent payments will be mailed to the following address:

City of Grandview
Parks and Recreation Department
207 W. 2nd Street
Grandview, WA 98930

17. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

18. Venue:

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington, Yakima County.

THE CITY OF GRANDVIEW

PEOPLE FOR PEOPLE, a Washington
nonprofit corporation

By: _____
Norm Childress, Mayor

By: _____
Madelyn Carlson, CEO

Date: _____

Date: _____

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE

Resolution authorizing the Mayor to sign an Equipment Maintenance Agreement with Benton County

AGENDA NO.: New Business 4 (I)

AGENDA DATE: January 10, 2017

DEPARTMENT

Fire Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)


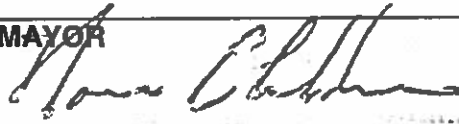
DEPARTMENT DIRECTOR REVIEW

Pat Mason, Fire Chief



CITY ADMINISTRATOR

MAYOR



ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

In June 2013, Council agreed to enter into an agreement with Benton County to allow them to be a provider of maintenance for city vehicles. Benton County has the only Certified Emergency Vehicle Technicians in the local area. The Fire Department has used this provider on several occasions to provide maintenance on their vehicles since entering into this agreement.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

I was recently approached by Benton County Department of Public Works with a request to renew this agreement. The current agreement we have in place was set to expire at the end of 2016. The new agreement would be for 2017 and 2018. The agreement has been reviewed by City Attorney Plant Quinn, City Clerk Anita Palacios and myself. The only significant change that I see is that the hourly rates will be set annually by Board of Benton County Commissioners so they are not spelled out in the agreement.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign an Equipment Maintenance Agreement with Benton County to a regular Council meeting for consideration.

Benton County

Road Department

Post Office Box 1001 – 620 Market Street

Prosser, Washington 99350

Prosser (509) 786-5611 ~ Tri-Cities (509) 736-3084 ~ Fax: (509) 786-5627

December 8, 2016

Chief Pat Mason
Grandview Fire Department
207 W. Second Street
Grandview, WA 98930

RE: Equipment Maintenance Agreement

Dear Mr. Mason:

The current Equipment Maintenance Agreement Benton County has with the City of Grandview will expire on December 31, 2016. Please find enclosed a copy of an Equipment Maintenance Agreement for 2017-2018. If you are in agreement, please have the Mayor sign and have your Legal Counsel approve on Page 6. Return the Agreement to us for signature by the Board of County Commissioners.

Upon receiving their signature, a final copy will be transmitted to you.

If you have any questions, please contact this office.

Sincerely,



Shannon Christen
Contract Coordinator

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RESOLUTION NO. 2017-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN EQUIPMENT MAINTENANCE
AGREEMENT WITH BENTON COUNTY**

WHEREAS, the Grandview Fire Department and Benton County have agreed upon the terms set forth in an Equipment Maintenance Agreement in the form attached as Exhibit A.

WHEREAS, the City Council of the City of Grandview has determined that approving said Equipment Maintenance Agreement is in the best interest of the residents of the City of Grandview, and will promote the general health, safety and welfare,

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

The Mayor is hereby authorized to enter into an Equipment Maintenance Agreement in the form attached hereto as Exhibit A and incorporated herein by this reference. The Mayor delegates authority under RCW 35A.12.100 to administer the Equipment Maintenance Agreement for so long as said agreement is in effect to the City Administrator.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EQUIPMENT MAINTENANCE AGREEMENT

By and Between
BENTON COUNTY
And
CITY OF GRANDVIEW
2017-2018

This AGREEMENT, made and entered into this _____ day of _____, 2017, between City of Grandview (hereinafter referred to as CITY) and Benton County (hereinafter referred to as BC) collectively hereinafter referred to as the "PARTIES".

WHEREAS, the PARTIES hereto desire to enter into this contract for their mutual benefit and hereby acknowledge that the mutual promises contained herein constitute good and valuable consideration.

WITNESSETH:

BC maintains, services, and repairs vehicles and equipment at its Prosser Shop Facility (herein after referred to as the PSF) located at 14303 North Hinzerling Road, Prosser, WA and at its Kennewick Shop Facility located at 102808 Wiser Parkway, Kennewick, WA (herein after referred to as the KSF) and desires to contract with CITY to provide such services and use of facilities to CITY, and

CITY provides fire suppression and emergency response services by motor vehicles and equipment and desires to contract with BC for the use of its PSF or KSF to include the maintenance, service and repair, and

BC and CITY agree that BC shall provide at the PSF or KSF, service to CITY vehicles, as described herein.

All of the above shall be provided in accordance with the terms as set forth herein.

SECTION I

Preventive Maintenance, Mechanical Maintenance, Repairs, and General Service of CITY Vehicles

A. Preventive maintenance and repairs performed will be in compliance with Federal Motor Carrier Regulations. BC will provide routine preventive maintenance and repair of engines, drive trains, mechanical parts, and accessories according to the rates as established in Section IV of this contract. Examples of services and repairs available by the PSF include maintenance and rebuild/repair/replacement of all vehicle components such as, but not limited to:

1. Lubricants, fluids and filters
2. Brakes
3. Electrical systems
4. Mufflers and exhaust systems
5. Engine blocks and heads
6. Alternators, starters, air compressors and other engine components
7. Transmissions, drive trains and differentials, alignment, steering and suspensions

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8. Controls, gauges and interiors
 9. Chassis repairs including paint
 10. Tire repair, replacement, rotation and balancing
 11. DOT Annual Inspections
 12. DOT Brake Inspections and adjustments
- B. BC shall determine, in consultation with CITY, the need for emergency road services.
- C. All service outsourcing will be authorized and coordinated through CITY.
- D. CITY shall determine its vehicle maintenance schedule and will ensure that CITY vehicles covered by this agreement are made available for service at the PSF or KSF at the dates and times that shall be mutually agreed upon and coordinated between CITY and BC Designees. CITY will provide copies of all available shop manuals and vehicle maintenance records requested by BC.
- E. CITY shall work with BC to coordinate, schedule and deliver vehicles for service.
- F. BC will keep a complete record of service for each CITY vehicle. All work performed by it, its agents and employees, will be performed in a timely manner, of good quality and workmanship, and free of any and all negligent workmanship. This warranty shall apply only to workmanship and not to parts or materials used in repairs.
- G. Any CITY vehicle deemed by BC to be inoperable shall be red tagged. BC shall give written notice to CITY when a CITY vehicle has been red tagged, with a copy of said notice filed in the vehicle maintenance file. CITY vehicles become operational only after BC has deemed the vehicle is operational (red tag removed).

SECTION II

BC Emergency Service and Assistance for Disabled CITY Vehicles

- A. BC will provide a service vehicle, equipment, and manpower to respond to emergency calls for a disabled CITY vehicle covered by this agreement as identified by the CITY designee. The BC and CITY designees will coordinate in-field, outsourced or PSF or KSF service and repairs depending upon PSF or KSF availability and the location of the disabled vehicle.
- B. CITY vehicles will receive equal response for emergency calls, to include (outsourced) towing where necessary, with other vehicles in the BC fleet. Such services will generally be available at the PSF and KSF during normal working hours. Normal working hours are from 6:30 a.m. to 3:00 p.m. during regularly scheduled workdays. However, PSF and KSF hours of operation are at the discretion of BC.
- C. BC shall provide comparable service to both BC and CITY fleets. In the event that BC is unable to respond to a CITY emergency call, the BC and CITY designees will coordinate to outsource to reliable alternative service at the request of the CITY designee. If BC is unable to respond to the emergency call for the disabled CITY vehicle, CITY will secure such emergency services on its own from a source of its own choosing.

- D. BC shall extend to CITY priority service in performance of all work under this agreement to the extent that such priority service does not adversely affect work and service to be performed on the BC fleet, or any other performance required pursuant to law or agreement.
- E. Emergency service calls will be billed at the rates specified in Section IV below.

SECTION III
Consideration of CITY Services to BC

- A. CITY, as may be mutually agreed to with BC, shall provide certain administrative and information system services to BC. Such services may include vehicle maintenance records, recall notices, vehicle manuals, inventory/purchasing records and any vehicle operating data analysis appropriate to maintaining CITY vehicles.
- B. Such services may be extended to CITY when needed by BC for record keeping purposes. Maintenance record updates will also be provided by BC to CITY upon request of the CITY designee.
- C. Prior to providing services, costs for requested additional data services over and above traditional associated services shall be negotiated between the parties.
- D. CITY will pay for all services provided pursuant to this contract pursuant to this agreement.

SECTION IV
Rates, Charges and Billings

- A. BC will bill and CITY will pay as follows:
 - 1. **Hourly Rate for Service:** Shop rates will be set based on wages, benefits, and overhead costs, and approved by the Board of Benton County Commissioners annually.
 - 2. **Overtime:** Shop rates for work done outside regular working hours will be paid at the labor cost for the shop employee at time and a half or double time per hour, according to the CBA, plus the overhead cost per hour. No additional benefit cost will be charged.
 - 3. **Service Call Outs:** In addition to the hourly service rate (see 1. and 2. above), equipment rental for the service vehicle used by BC shall be invoiced at the current rental rate.
 - 4. **Parts/Fluids/Lubricants:** In addition to the product cost, a ten percent (10%) markup will be assessed on all billings for all parts, fluids and lubricants purchased by BC and supplied to CITY. No fees will be charged for parts purchased by CITY and delivered to the PSF.

- B. At the end of each month BC shall deliver to CITY an itemized invoice showing all work performed. The invoice shall list the amount owing for each vehicle serviced by BC and applicable Washington State tax will be charged. CITY shall make payment in full in its normal course of business during the month following the billing.

SECTION V

Liability, Insurance and Hold Harmless Agreement

- A. CITY shall hold harmless, indemnify and defend BC, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Agreement, or caused or occasioned in whole or in part by reason of the presence of CITY or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that CITY's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of BC, its officers, officials, employees or agents.

In any and all claims against the BC, its officers, officials, employees and agents by any employee of CITY, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CITY or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that CITY expressly waives any immunity CITY might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Agreement, CITY acknowledges that the foregoing waiver has been mutually negotiated by the parties. CITY's obligations under this Section [V] shall survive termination and expiration of this Agreement.

CITY's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by CITY, its employees, agents or subcontractors.

- B. BC shall not be held liable for damage caused by vandalism, theft, or accidental damage caused to any CITY property when equipment repair/service is completed and CITY has requested the vehicle be parked outside the facility gates for pickup.
- C. BC participates in a self-insurance liability pool and CITY is insured by Washington Cities Insurance Authority. The parties further agree that when a claim arises, they will work with their respective insurers to determine 1st and 2nd position in coverage. CITY will provide evidence of coverage to BC from their insurance management agency or private insurer on an annual basis and such coverage should name BC as an additional insured for activities related to the PSF operations.

D. BC and CITY shall obtain and keep in force, during the full term of this agreement, the following insurance coverage:

1. Evidence of coverage for General Liability to include Bodily Injury/Property Damage and Personal Injury/Advertising Injury for minimum limits of:

Bodily Injury/Property damage	\$10,000,000
Personal Injury/Advertising Injury	\$10,000,000
Automobile Liability per Accident	\$10,000,000

BC and CITY also shall maintain employers liability insurance with limits of not less than ten million dollars (\$10,000,000) each incident for bodily injury by accident or ten million dollars (\$10,000,000) each employee for bodily injury by disease.

2. A letter of Evidence of Coverage shall be provided by each entity within two (2) weeks after the execution of this agreement evidencing proof of coverages in accordance with this contract.

- E. BC and CITY insurers shall agree to provide a thirty-day (30) written notice of cancellation or substantial change in coverage if such a change occurs.
- F. CITY, its employees, agents, and representatives are not employees, agents, or representatives of BC.

SECTION VI

Termination, Renegotiation, and Continuation of Term of Agreement

- A. This contract may be terminated at any time by either party upon the service of notice of intent to terminate not later than thirty (30) days prior to the desired date of termination.
- B. No amendment or modification shall be made to this Agreement, unless set forth in written amendment signed by both parties.
- C. The term of this Agreement shall be from January 1, 2017 until December 31, 2018.

SECTION VII

Contract Administration

- A. Financing and Budget: Each party shall be solely responsible for its own budget and arrangement for financing performance of this agreement. No joint financing or budget is required by the agreement, except as set forth in this agreement.
- B. Administration: This agreement, subject always to the approval and direction of the Board of County Commissioners and the Grandview City Council, shall be administered by the following persons acting on behalf of each party:

For Benton County
Administrator: County Engineer
Designee: ER&R Manager
Phone: 509-786-5611 (Prosser); 509-736-3084 (Tri-Cities)

For City of Grandview
Administrator: Fire Chief
Designee: Fire Chief
Phone: 509-882-9224

No joint board or single administrator is necessary to administer this agreement or the performance thereof.

- C. Filing of Agreement: After the Agreement has been fully executed, a signed original copy of this agreement will be duly filed with each respective body.
- D. Severability: If any provision of this agreement is held invalid or unenforceable for any reason, the remainder of this agreement shall not be affected thereby, but shall continue in full force and effect.
- E. Applicable Law – Venue: The laws of the State of Washington shall govern this agreement. Venue for any action hereunder shall be in Benton County, Washington.
- F. Entire Agreement: The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

SECTION VIII Execution

IN WITNESS WHEREOF, the parties have hereunto set their hands.

For Benton County

For City of Grandview

Jim Beaver, Chairman
Board of County Commissioners

Norm W. Childress, Mayor

Date _____

Date _____

Attest: _____
Clerk of the Board

Approved as to form:

Approved as to form:

Nuth 1/5/17
Deputy Prosecuting Attorney Date

Legal Counsel Date