

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, JULY 25, 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 a License Agreement between Phillip Winterholler and the City of Grandview for the Memorial Plaza 1-9
  - B. Port of Grandview & Lois Higgins Family, LLC – Letter of Intent and Petition for Annexation – Puterbaugh Business Park 10-15
  - C. Resolution authorizing the Mayor to sign a Public Defender Agreement with the Law Office of Beck and Phillips, PLLC 16-30
  - D. Resolution authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with Conrad & Adams Fruit, LLC 31-39
  - E. Resolution approving an Interlocal Agreement between the City of Grandview and the City of Toppenish regarding the cooperative use of facilities, equipment and personnel 40-48
- 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 a License Agreement between Phillip Winterholler and the City of Grandview for the Memorial Plaza

**AGENDA NO.:** New Business 4 (A)

**AGENDA DATE:** July 11, 2017 & July 25, 2017

**ORIGINATING SOURCE**

Parks & Recreation Department

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

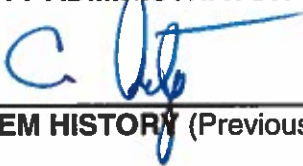
N/A

**DEPARTMENT HEAD REVIEW**

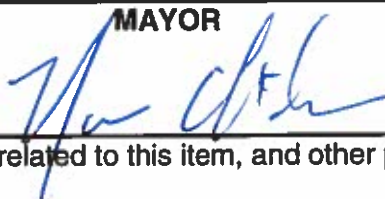
Mike Carpenter, Parks & Recreation Director



**CITY ADMINISTRATOR**



**MAYOR**



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

At the June 13, 2017 C.O.W. meeting, the Beautification Commission's proposal was presented with respect to the VFW monument and flag pole, copy attached. Following discussion, the C.O.W. moved a resolution authorizing the Mayor to sign a License Agreement between Phillip Winterholler and the City of Grandview for the Memorial Plaza to the June 27, 2017 regular Council meeting for consideration, copy attached.

At the June 27, 2017 regular Council meeting, Councilmember Brewer asked whether the License Agreement would extend to a new owner should Mr. Winterholler sell the property. Following discussion, the agenda item was referred to the City Attorney for clarification.

**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 City Attorney's clarification of the license agreement. Also attached is an estimate in the amount of \$4,500.00 from the City's engineering firm to survey the parcel and create a legal description should Council consider the potential acquisition of an easement from Mr. Winterholler. In addition, there would be recording fees in the amount of \$75.00. At this point in time, staff is unaware if Mr. Winterholler would request compensation for the permanent easement.

**ACTION PROPOSED**

This item was on the July 11, 2017 C.O.W. agenda, but due to a lack of a quorum was moved to the July 25, 2017 C.O.W. agenda.

For consideration and direction.



## PROPOSAL

May 22, 2017

To: Grandview City Council

From: Grandview Beautification Commission

Subject: Proposal VFW Monument & Flag Pole

Earlier this year, the Grandview City Council Committee-of-the-Whole directed the Beautification Commission to provide a recommendation for the future of the VFW monument and flag pole or "Memorial Plaza" @ 132 Division Street. Recently, the lot and building that were formerly owned by the Grandview Chapter of Veterans of Foreign Wars (VFW) were sold to Mr. Phillip Winterholler. Mr. Winterholler converted the building into Herb's Bar and Grill. The monument and flag pole remain intact today. Parks and Recreation Director, Mike Carpenter, and former Grandview VFW member Domingo Ramirez have approached Mr. Winterholler and he is willing to enter into a license agreement for the City to access and maintain the components of the "Memorial Plaza." A draft of this agreement, as compiled by the City Attorney, is attached for consideration.

The Beautification Commission recommends that the City enter into a license agreement with Mr. Winterholler to allow the City to access and maintain the "Memorial Plaza" site in the future. The Beautification Commission sees historical value in keeping the display at its current location and feels it would not be cost effective to move the elements of the "Memorial Plaza" to another site. The display has become a historical landmark for the citizens of Grandview and it should be preserved for current and future generations to enjoy while honoring our veterans.

Currently, the flag pole needs to be prepared for an additional coat of paint. There are a few memorial tiles that will need to be replaced, along with a new flag installed. Initial maintenance costs will amount to a few hundred dollars.

**RESOLUTION NO. 2017-\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A LICENSE AGREEMENT  
BETWEEN PHILLIP WINTERHOLLER AND THE CITY OF GRANDVIEW  
FOR THE MEMORIAL PLAZA**

**WHEREAS**, Phillip Winterholler is the owner of real property located at 132 Division Street in the City of Grandview, Yakima County Tax Parcel Nos. 230923-12460 and 230923-12461; and

**WHEREAS**, the building at 132 Division Street was formerly occupied by the Grandview chapter of the Veteran's of Foreign Wars ("VFW"), during which time a small memorial area was constructed on the property, which includes several concrete structures, a plaque and a flagpole (collectively the "Memorial Plaza"), for the purpose of honoring America's military veterans; and

**WHEREAS**, the Memorial Plaza has over the years become an important feature of the City of Grandview and is used by the general public for the purpose of paying tribute to and otherwise acknowledging the service of America's military veterans; and

**WHEREAS**, the Memorial Plaza has become an integral part of the City's downtown area and closely associated with the City's identity as a home to and supporter of America's military veterans; and

**WHEREAS**, the VFW no longer occupies the building at 132 Division Street and its members no longer actively maintain the Memorial Plaza; and

**WHEREAS**, an important public purpose is served by ensuring that Memorial Plaza is maintained appropriately and that residents of Grandview have access to and use of the Memorial Plaza for the purposes of gathering and acknowledging the service of America's military veterans; and

**WHEREAS**, in order to ensure that such access and use are continued, Mr. Winterholler is willing to grant a license to the City to access and maintain the Memorial Plaza in accordance with the terms and conditions of this License Agreement.

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

The Mayor is hereby authorized to sign a License Agreement between Phillip Winterholler and the City of Grandview for the Memorial Plaza 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**

**LICENSE AGREEMENT  
BETWEEN PHILLIP WINTERHOLLER  
AND  
CITY OF GRANDVIEW, WASHINGTON**

THIS LICENSE AGREEMENT (hereinafter "License Agreement") is made and entered into by and between Phillip Winterholler (hereinafter "Owner") and the City of Grandview, a Washington municipal corporation (hereinafter the "City").

WHEREAS, Owner is the owner of real property located at 132 Division Street in the City of Grandview, Yakima County Tax Parcel Nos. 230923-12460 and 230923-12461; and

WHEREAS, the building at 132 Division Street was formerly occupied by the Grandview chapter of the Veteran's of Foreign Wars ("VFW"), during which time a small memorial area was constructed on the property, which includes several concrete structures, a plaque and a flagpole (collectively the "Memorial Plaza"), for the purpose of honoring America's military veterans; and

WHEREAS, the Memorial Plaza has over the years become an important feature of the City of Grandview and is used by the general public for the purpose of paying tribute to and otherwise acknowledging the service of America's military veterans; and

WHEREAS, the Memorial Plaza has become an integral part of the City's downtown area and closely associated with the City's identity as a home to and supporter of America's military veterans; and

WHEREAS, the VFW no longer occupies the building at 132 Division Street and its members no longer actively maintain the Memorial Plaza; and

WHEREAS, an important public purpose is served by ensuring that Memorial Plaza is maintained appropriately and that residents of Grandview have access to and use of the Memorial Plaza for the purposes of gathering and acknowledging the service of America's military veterans; and

WHEREAS, in order to ensure that such access and use are continued, the Owner is willing to grant a license to the City to access and maintain the Memorial Plaza in accordance with the terms and conditions of this License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, it is agreed by and between the Owner and City as follows:

**1. License.**

The City is licensed to access, maintain and otherwise improve Memorial Plaza for the benefit of the residents of the City of Grandview. Maintenance activities include, but may not be limited to, replacing the flag and rope, changing the lights, painting the flag pole, replacing brick name plates, cleaning litter, and other general maintenance as deemed necessary by the City in its sole discretion.

2. **Term.** The term of this License Agreement shall commence upon full execution hereof by the parties and shall run for a period of ten years. If not otherwise terminated by either party, this License Agreement shall automatically renew for four subsequent ten years terms.

3. **Taxes and Assessments.** The City shall be solely responsible for compensating its employees, agents, and/or subcontractors 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 License Agreement. The Owner shall be solely responsible for all property taxes, leasehold taxes, personal property taxes, or other taxes and assessments arising from ownership of 132 Division Street, including the Memorial Plaza.

4. **General Indemnification and Hold Harmless.** The City agrees to protect, defend, indemnify, and hold harmless the Owner from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of the City, its directors, officials, officers, members, employees, agents, and/or volunteers arising out of or in connection with the City's maintenance of the Memorial Plaza pursuant to this License Agreement, including but not limited to any personal injury and/or property damage claim, demand, lawsuit or other proceeding brought by one of its members against the Owner. The provisions of this section shall survive the termination or expiration of this License Agreement

5. **No Insurance provided by the Owner.** It is understood the Owner does not maintain liability insurance for the City and/or its members, directors, officials, officers, agents, members, employees and volunteers.

6. **Assignment.** This License 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 the Owner. 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 stated herein.

7. **Severability.** If any provision of this License Agreement is determined to be invalid and unenforceable, all of the other provisions of this License Agreement shall remain valid and enforceable notwithstanding, unless the provision found to be invalid and unenforceable is of such material effect that this Agreement cannot be performed in accordance with the intent of the parties in absence thereof.

8. **Ambiguities Shall Not Be Construed Against the Drafter.** Both the City and Owner have participated in the drafting of this License Agreement. As such, the parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this License Agreement.

9. **Termination.** Either party may terminate this License Agreement, with or without cause, by giving the other party fifteen (15) calendar days prior written notice of termination.

10. **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: City Administrator  
City of Grandview  
207 W. Second Street  
Grandview, WA 98930

TO OWNER: Phillip Winterholler  
132 Division Street  
Grandview, WA 98930

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

11. **Governing Law.** This License Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

12. **Venue.** The venue for any action to enforce or interpret this License Agreement shall lie in a court of competent jurisdiction that is located in Yakima County, Washington.

13. **Integration.** This written document constitutes the entire License Agreement between the City and Owner and supercedes any and all previous written and/or oral License Agreements between the parties. There are no other oral or written License Agreements between the parties as to the matters covered herein. No changes or additions to this License Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

CITY OF GRANDVIEW

OWNER

By: \_\_\_\_\_  
Mayor Norm Childress

  
Phillip Winterholler

Date: \_\_\_\_\_

Date: 6-20-17

ATTEST:

\_\_\_\_\_  
City Clerk

## Anita Palacios

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**From:** Quinn Plant <qplant@mjbe.com>  
**Sent:** Wednesday, June 28, 2017 1:27 PM  
**To:** Anita Palacios  
**Cc:** Cus Arteaga; Mike Carpenter  
**Subject:** RE: License Agreement w/Phillip Winterholler for Memorial Plaza

Hi Anita,

The answer is that the current license agreement would not continue. The license is personal to Mr. Winterholler. He is allowing the City onto his property to maintain the Memorial Plaza. If he no longer owns the property, then he would not have the authority to allow the City onto the property. The City would need to enter into a new license agreement with the new owner.

Note that even if the license agreement stated that it would be binding on a new owner, the owner would have the ability to terminate the license upon written notice to the City.

If the City wants to obtain more permanent access to the Memorial Plaza, the City could explore acquiring an easement from Mr. Winterholler. We will need to see if Mr. Winterholler is willing to grant the City an easement and, if so, whether he will want compensation. We would need to survey Memorial Plaza and obtain a legal description of the property that would be subject to the easement. Once executed, a grant of easement would be recorded on the title to the real property.

Quinn Plant  
Menke Jackson Beyer, LLP  
807 North 39th Avenue  
Yakima, WA 98902  
509-575-0313  
509-575-0351 fax  
[www.mjbe.com](http://www.mjbe.com)

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**From:** Anita Palacios [<mailto:anitap@grandview.wa.us>]  
**Sent:** Wednesday, June 28, 2017 10:02 AM  
**To:** Quinn Plant  
**Cc:** Cus Arteaga; Mike Carpenter  
**Subject:** License Agreement w/Phillip Winterholler for Memorial Plaza

At last night's meeting, Council did not act on the License Agreement between the City and Mr. Winterholler for the Memorial Plaza.

Councilmember Brewer asked whether or not the agreement would continue if Mr. Winterholler sold the property to new owners.

Could you please advise accordingly?



## Anita Palacios

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**From:** Eric Herzog <eherzog@hlacivil.com>  
**Sent:** Wednesday, July 05, 2017 11:34 AM  
**To:** Anita Palacios; Cus Arteaga  
**Subject:** Memorial Park Survey

Anita,

I estimate our fees to survey parcel 230923-12461 and create a legal description and exhibit map to be \$4,500.00. Please let me know if you would like us to proceed.

Eric T. Herzog, PLS  
***HLA Engineering & Land Surveying, Inc.***  
2803 River Road  
Yakima, WA 98902  
Phone: (509) 966-7000  
Fax: (509) 965-3800

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

**ITEM TITLE:**

Port of Grandview & Lois Higgins Family LLC –  
Letter of Intent and Petition for Annexation –  
Puterbaugh Business Park

**AGENDA NO.** New Business 4 (B)

**AGENDA DATE:** July 25, 2017

**DEPARTMENT**

Planning

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

**DEPARTMENT DIRECTOR REVIEW**

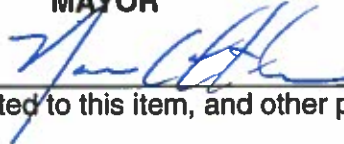
Anita Palacios, City Clerk (Planning)



**CITY ADMINISTRATOR**



**MAYOR**



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

N/A

**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 City has received a Letter of Intent and Petition for Annexation and Rezone signed by the Port of Grandview and Lois Higgins Family LLC to annex Parcel No. 230910-33001 to be known as the Puterbaugh Business Park to the City of Grandview. The petitioners have elected to request annexation under the 60% petition method of annexation. The 60% petition method requires signatures by owners of not less than 60% of the assessed value of the total property proposed for annexation. The petition does contain sufficient signatures of the assessed value.

The petitioners requested the parcel be annexed with an M-1 Light Industrial zoning as identified on the City's Future Land Use map. The parcel is included in the City's designated Urban Growth Area.

State law requires the City Council to determine: (1) if the City will accept, modify or reject the proposed annexation, (2) whether the City will require the simultaneous adoption of a proposed zoning regulation for the subject property, and (3) whether the City will require the assumption of all or any portion of existing City indebtedness by the area to be annexed.

Upon acceptance of the Letter of Intent, the Petition will be presented to the Hearing Examiner to conduct a public hearing.

**ACTION PROPOSED**

Move acceptance of the proposed annexation submitted by the Port of Grandview and Lois Higgins Family LLC, require the simultaneous adoption of zoning regulations consistent with the Urban Growth Area Future Land Use Designations: M-1 Light Industrial for Parcel No. 230910-33001, and require the assumption of all existing City indebtedness by the properties proposed to be annexed the same as all other property within the City in accordance with past practice to a regular Council meeting for consideration.



**July 13, 2017**

**Anita Palacios, MMC City Clerk  
City of Grandview  
207 W. Second Street  
Grandview, WA 98930**

**Subject: Letter of Intent and Petition to Annex Puterbaugh Business Park**

**Dear Anita,**

**Attached herewith is a letter of intent and petition to annex The Port of Grandview's Puterbaugh Business Park (Yakima County Assessor's Parcel Number 230910-33001) into the City of Grandview. This is also an application for a QuickSites Environmental Review. The SEPA Checklist and Masterplan is also enclosed. The Port has purchased this property on a real estate contract from Lois Higgins Family LLC. The letter and petition have been executed by both the Port and Sandi Farmer on behalf of Lois Higgins Family LLC.**

**If you have any questions please feel free to contact Mary Barnett, Administrative Assistant at 882-9975 or [office@portofgrandview.org](mailto:office@portofgrandview.org) or Gregg Dohrn of GR Dohrn and Associates at 206-679-7507 or [greggdohrn@comcast.net](mailto:greggdohrn@comcast.net)**

**Thank you for your assistance and co-operation  
Sincerely,**

**Richard Shenyer, Commissioner  
Secretary, Board of Commissioners  
PORT of GRANDVIEW**

**cc Mary Barnett  
Gregg Dohrn**

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**LETTER OF INTENTION (60% PETITION METHOD) TO COMMENCE ANNEXATION  
PROCEEDINGS TO THE CITY OF GRANDVIEW, WASHINGTON**

TO: The City Council  
City of  
Grandview  
Grandview, Washington

We, the undersigned, owners of property representing not less than 10% of the assessed value of the property for which annexation is sought, described herein below, lying contiguous to the City of Grandview, Washington do hereby notify the City Council of the City of Grandview of our intention to seek annexation to and be made a part of the City of Grandview under the provisions of R.C.W. 35A.14.120, et seq., and any amendments thereto, of the State of Washington

The territory proposed to be annexed is within Yakima County, Washington, and is legally described as follows: (Attach map outlining the boundaries of the property sought to be annexed).

**ATTACHED**

We are requesting City Council consideration of our request and are asking that the above property as M-1 Light Industrial zone.

OWNER'S SIGNATURE: [Signature] C. James Sewell, President DATE: 3/21/2017

PRINTED NAME: The Port of Grandview

MAILING ADDRESS: PO Box 392, Grandview, WA 98930

TELEPHONE NO.: 509-882-9975

CREDITOR'S SIGNATURE: [Signature] DATE: 5-9-2017

PRINTED NAME: Lois Higgins Family LLC, Sandi Farmer, Manager

MAILING ADDRESS: 2039 Hoxie Ave, Richland WA 99354

TELEPHONE NO.: 509-830-3818

PARCEL NO.: 230910-33001

**PROPERTY LEGAL DESCRIPTION:**

That tract of land commonly known as Mains (West) and described as follows:

All that portion of the Northwest ¼ of the Southwest ¼ lying Southwesterly of the centerline of State Highway:

All that portion of the South ½ of the Southwest ¼ lying Southwesterly of the centerline of the State Highway:

EXCEPT that portion lying Easterly of the drainage lateral No. 3 right of way:

EXCEPT for road right-of-way.

**60% PETITION METHOD FOR ANNEXATION  
TO THE CITY OF GRANDVIEW, WASHINGTON**

TO: The City Council  
City of Grandview  
Grandview, Washington

We, the undersigned, being owners of not less than 60% of the assessed value of the property for which annexation is petitioned lying contiguous to the City of Grandview, Washington do hereby petition that such territory be annexed to and made a part of the City of Grandview under the provisions of RCW 35A.14.120 and any amendments thereto, of the State of Washington.

The territory proposed to be annexed is within Yakima County, Washington, and is legally described as follows: (Attach map outlining the boundaries of the property sought to be annexed).

**ATTACHED**

WHEREFORE, the undersigned respectively petition the Honorable City Council and ask:

A. That appropriate action be taken to entertain this petition, fixing a date for public hearing, causing notice to be published and posted, specifying the time and place of such hearing and inviting all persons interested to appear and voice approval or disapproval of such annexation; and

B. That following such hearing, and subsequent to approval of the Yakima County Boundary Review Board if such is convened, the City Council determine by Ordinance that such annexation shall be effective; and that property to be annexed shall become part of the City of Grandview, Washington, subject to its laws and ordinances then and after in force.

The Petitioners subscribing hereto agree"... that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and on the same basis as property within the City of Grandview for any now outstanding

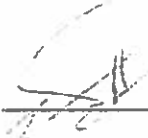
indebtedness of said City, including assessments or taxes in payment of any bonds issued or debts contracted, prior to or existing at the date of annexation, and that simultaneous adoption of proposed zoning regulations be required" in accordance with the requirements of the City Council of said City, and as quoted herein from the minute entry of the records of said City Council meeting. It is further understood that the zoning of said area proposed for annexation as shown in the Comprehensive Plan as adopted by Resolution No. 95-33 is M-1 Light Industrial

This petition is accompanied and has attached hereto as Exhibit "A" a diagram which outlines the boundaries of the property sought to be annexed.

**PRAYER OF PETITION:**

1. Annexation of area described herein and on Exhibit "A";
2. Assumption of indebtedness of the City of Grandview; and
3. Zoning of M-1 Light Industrial, consistent with the City of Grandview Comprehensive Plan

**WARNING:** Every person who signs this petition with any other than his/her true name, or who knowingly signs a petition when he/she is otherwise not qualified to sign, or who makes any false statements, shall be guilty of a misdemeanor.

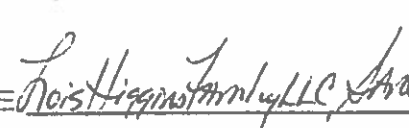
OWNER'S SIGNATURE:  C. James Sewell, President

DATE: 3/22/17

PRINTED NAME: The Port of Grandview

MAILING ADDRESS: PO Box 392, Grandview, WA 98930

TELEPHONE NO.: 509-882-9975

CREDITTOR'S SIGNATURE: 

DATE: 5-9-2017

PRINTED NAME: Lois Higgins Family LLC. Sandi Farmer, Manager

MAILING ADDRESS: 2039 Hoxie Ave. Richland WA 99354

TELEPHONE NO.: 509-830-3818

PARCEL NO.: 230910-33001

**PROPERTY LEGAL DESCRIPTION:**

That tract of land commonly known as Mains (West) and described as follows:  
All that portion of the Northwest ¼ of the Southwest ¼ lying Southwesterly of the centerline of State Highway;  
All that portion of the South ½ of the Southwest ¼ lying Southwesterly of the centerline of the State Highway;  
EXCEPT that portion lying Easterly of the drainage lateral No. 3 right of way;  
EXCEPT for road right-of-way.

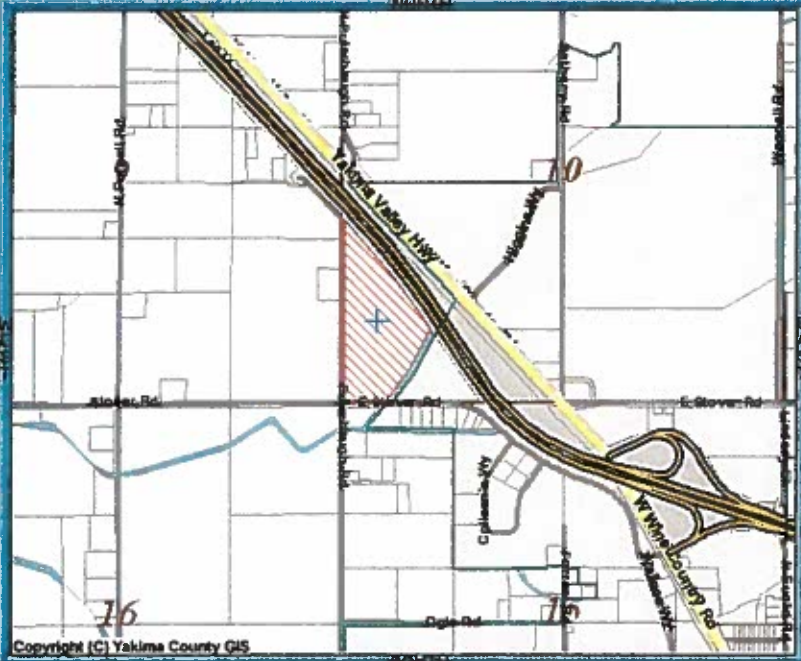
14

**Yakima County GIS - Washington**  
**Land Information Portal**

Yakima County Assessor  
 Yakima County GIS  
 Yakima County

  
**First American Title**  
 www.firstam.com  
 509.248.7550

Assessor Planning Real Estate
FAQ Help Legend Search Tools Overview



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Search By: Parcel Number

Parcel #:

Enter a complete or partial PARCEL NUMBER. Parcel Numbers must be at least 8 characters. Click the Search button to continue.

**Search**

MapScale: 1 inch = 1600 ft.

Overlays: Aerial Photography:  
☐ FEMA ☐ Critical Areas  
☐ Contours ☐ Utilities

MapSize: Small (800x600)

Maps brought to you by:  
**Valley Title Guarantee**  
 Title Insurance & Escrow Service  
 www.vtgco.com  
 (509) 248-4442

Map Report

Easting(N) | Northing(N)  
 Longitude(E) | Latitude(N)

Click Map to: [Get Information](#)

One Inch = 1600 Feet  
 Feet 1000 2000

| PROPERTY PHOTOS: 1                                                                                                                                                                                                                                                                      |            |            | PROPERTY INFORMATION AS OF 2/22/2017 11:01:43 PM |                             |              |               |                           | PRINTING                |                       |                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|--------------------------------------------------|-----------------------------|--------------|---------------|---------------------------|-------------------------|-----------------------|--------------------------|
|  <div>230910-33001<br/>1-32-07 (60)</div>                                                                                                                                                            |            |            | Parcel Address:                                  | STOVER RD/PUTERBAUGH RD, WA |              |               |                           |                         | Printer-Friendly Page |                          |
|                                                                                                                                                                                                                                                                                         |            |            | Parcel Owner(s):                                 | PORT OF GRANDVIEW           |              |               |                           |                         |                       |                          |
|                                                                                                                                                                                                                                                                                         |            |            | Parcel Number:                                   | 23091033001                 | Parcel Size: | 32.06 Acre(s) |                           |                         |                       |                          |
|                                                                                                                                                                                                                                                                                         |            |            | Property Use:                                    | 91 Undeveloped Land         |              |               |                           |                         |                       |                          |
| TAX AND ASSESSMENT INFORMATION                                                                                                                                                                                                                                                          |            |            |                                                  |                             |              |               |                           |                         | Detailed Report       |                          |
| Tax Code Area (TCA):                                                                                                                                                                                                                                                                    | 441        | Tax Year:  | 2017                                             |                             |              |               |                           |                         |                       |                          |
| Improvement Value:                                                                                                                                                                                                                                                                      | \$0        |            | Land Value:                                      | \$240500                    |              |               |                           |                         | Print Detailed MAP    |                          |
| Current Use Value:                                                                                                                                                                                                                                                                      | \$0        |            | Current Use Improvement:                         | \$0                         |              |               |                           |                         |                       |                          |
| New Construction:                                                                                                                                                                                                                                                                       | \$0        |            | Total Assessed Value:                            | \$240500                    |              |               |                           |                         |                       |                          |
| RESIDENTIAL INFORMATION                                                                                                                                                                                                                                                                 |            |            |                                                  |                             |              |               |                           |                         | SECTION MAPS          |                          |
| Quality                                                                                                                                                                                                                                                                                 | Year Built | Stories    | Main SqFt                                        | Upper SqFt                  | Bsm't SqFt   | Bedrooms      | Bathrooms (full/3/4, 1/2) | Garage (basm/att/btlin) | Carport               | Section Map<br>1in=400ft |
| No Residence Information Found.                                                                                                                                                                                                                                                         |            |            |                                                  |                             |              |               |                           |                         |                       |                          |
| SALE INFORMATION                                                                                                                                                                                                                                                                        |            |            |                                                  |                             |              |               |                           |                         | Qtr SECTION MAPS      |                          |
| Excise                                                                                                                                                                                                                                                                                  | Sale Date  | Sale Price | Grantor                                          |                             |              | Portion       |                           |                         | NW-Qtr<br>1"=200ft    | NE-Qtr<br>1"=200ft       |
| 446386                                                                                                                                                                                                                                                                                  | 11/29/2016 | \$336630   | LOIS HIGGINS FAMILY LLC                          |                             |              | N             |                           |                         | SW-Qtr<br>1"=200ft    | SE-Qtr<br>1"=200ft       |
| DISCLAIMER                                                                                                                                                                                                                                                                              |            |            |                                                  |                             |              |               |                           |                         |                       |                          |
| While the information is intended to be accurate, any manifest errors are unintentional and subject to correction. Please let us know about any errors you discover and we will correct them. To contact us call either (509) 574-1100 or (800) 572-7354, or <a href="#">email us</a> . |            |            |                                                  |                             |              |               |                           |                         |                       |                          |

| OVERLAY INFORMATION                                                                                                                                                                                                                                                                                                                                       |                                                                                                           |                             |                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------------|
| Zoning:                                                                                                                                                                                                                                                                                                                                                   | M-1                                                                                                       | Jurisdiction:               | County                                   |
| Urban Growth Area:                                                                                                                                                                                                                                                                                                                                        | Grandview                                                                                                 | Future Landuse Designation: | UGA (Yakima County Plan 2015)            |
| FEMA 100 Year:                                                                                                                                                                                                                                                                                                                                            | Not in floodplain (X)  | FIRM Panel Number:          | 63077C1925D <a href="#">Download Map</a> |
| LOCATION INFORMATION                                                                                                                                                                                                                                                                                                                                      |                                                                                                           |                             |                                          |
| * Latitude: 46° 16' 32.364"                                                                                                                                                                                                                                                                                                                               | * Longitude: -119° 58' 05.831"                                                                            |                             | Range: 23 Township: 09 Section: 10       |
| Narrative Description: Section 10 Township 09 Range 23 Quarter SW: All that portion of the NW1/4 of the SW1/4 lying Southwesterly of the centerline of the State Highway, AND all the portion of the SouthSW1/4 lying Southwesterly of the centerline of the State Highway, EXCEPT that portion lying Easterly of the drainage Lateral No. 3 right of way |                                                                                                           |                             |                                          |
| DISCLAIMER                                                                                                                                                                                                                                                                                                                                                |                                                                                                           |                             |                                          |

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

**ITEM TITLE**

Resolution authorizing the Mayor to sign a Public Defender Agreement with the Law Offices of Beck and Phillips, PLLC

**AGENDA NO.** New Business 4 (C)

**AGENDA DATE:** July 25, 2017

**DEPARTMENT**

City Attorney & City Clerk

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

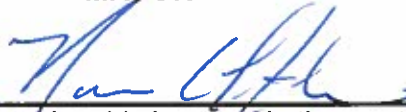
**DEPARTMENT HEAD REVIEW**

Anita Palacios, City Clerk (Municipal Court)



**CITY ADMINISTRATOR**

**MAYOR**



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

The City contracts with Yakima County District Court for municipal court services. Under the terms of the Yakima County District Court contract, the City is to provide indigent defense services to indigent defendants. The City has contracted with the Law Office of Beck and Phillips, PLLC for indigent defense services since September 2012. The Public Defender Agreement with the Law Office of Beck and Phillips, PLLC was renegotiated for an additional three year term commencing January 1, 2015 and expiring December 31, 2017, copy attached.

Following the Wilbur v. City of Mt. Vernon decision (W.D. Wash. 2013), the City assessed the current system of providing indigent defense services and the current Public Defender Agreement reflects a caseload limit, the reimbursement of costs for investigators and experts, warranty of public defender and quarterly reporting requirements.

**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.

Staff requested the Law Office of Beck and Phillips, PLLC, submit a proposal for renewal of the Public Defender Agreement, copy attached. They proposed a five year contract renewal with a four percent year over year escalation. The annual increase in compensation was necessary to account for the cost of living/inflationary environment of the current economy and their experience.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign a Public Defender Agreement with the Law Offices of Beck and Phillips, PLLC, to a regular Council meeting for consideration.

**RESOLUTION NO. 2014-51**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A PUBLIC DEFENDER AGREEMENT  
WITH THE LAW OFFICE OF BECK AND PHILLIPS, PLLC**

**WHEREAS**, the City of Grandview contracts with the Yakima County District Court for municipal court services; and,

**WHEREAS**, under the terms of the Yakima County District Court contract, the City is to provide indigent defense services to indigent defendants; and,

**WHEREAS**, the City has contracted with the Law Office of Beck and Phillips, PLLC for indigent defense services since September 2012; and

**WHEREAS**, the current Public Defender Agreement with the Law Office of Beck and Phillips, PLLC has been renegotiated for an additional three year term commencing January 1, 2015; and

**WHEREAS**, the new Public Defender Agreement reflects a caseload limit, the reimbursement of costs for investigators and experts, compensation increase, warranty of public defender and quarterly reporting requirements;

**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 a contract with the Law Office of Beck and Phillips, PLLC, for the provision of indigent defense 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 September 23, 2014.

**MAYOR**



**ATTEST:**



**CITY CLERK**

**APPROVED AS TO FORM:**



**CITY ATTORNEY**

**CITY OF GRANDVIEW  
PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made and entered into this 23 day of September 2014, by and between Law Office of Beck and Phillips, PLLC, of Prosser, Washington, hereinafter the "Public Defender", and the CITY OF GRANDVIEW, a municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Public Defender is an attorney licensed to practice law in the State of Washington, with offices at 723 Sixth Street, Suite 100, Prosser, WA, 99350; and

WHEREAS, the parties hereto are desirous of effectuating an agreement whereby the Public Defender will provide legal services for indigents and other eligible persons in the Grandview Municipal Court and its various departments; now, therefore,

IT IS HEREBY mutually agreed as follows:

1. **Duties.** The Public Defender shall provide high quality defense attorney services for indigent defendants charged with misdemeanor and gross misdemeanor allegations occurring within the City of Grandview and processed by the City of Grandview Municipal Court. The specific cases for which the Public Defender will be responsible will vary, but will be allocated by assignment by the Court of cases to the Public Defender. This assignment of cases is expected to equate to approximately 350 cases per year. The Public Defender's duties shall be fulfilled as required by the Court and by the Public Defender's professional obligation to his or her clients, which may extend to court appearances and other duties any day of the week. Such services shall include legal representations at all stages of the proceedings, including, but not limited to, representation at the time of arraignment or other initial court appearance for all indigent in-custody defendants, plea, change of plea, pre-trial motions, pre-trial conferences at court, jury and non-jury trials, post-trial motions, sentencings, probation revocation hearings, all proceedings in connection with deferred prosecutions, and competency hearings, all of which shall be the responsibility of the Public Defender. The Public Defender's duties shall not extend to appeals.

2. **Public Defender Availability.** Public Defender services may be required on all court dockets, and a defense attorney must be available by telephone 24 hours a day, seven (7) days a week, for each week of the year in order to give legal advice to persons who are in custody on such charges.

3. **Duty in Case of Conflict.** In the event that representation of a defendant creates a conflict of interest, such that the assigned Public Defender cannot represent the defendant, the Public Defender shall immediately inform the court so that the case may be transferred to another Public Defender. Public

Defender shall not be required to compensate conflict counsel from the proceeds of this Agreement.

4. **Administrative and Support Services.** Public Defender shall be responsible for administrative costs associated with providing legal representation. Such costs include, but are not limited to, travel, telephones, law library, routine electronic research, financial accounting, case management systems, computers, software, office space, supplies, training, meeting reporting requirements imposed by the City, the WSBA and the Washington Supreme Court, and other costs necessarily incurred in the day-to-day management of the contract. Public Defender shall maintain an office that accommodates confidential meetings with clients. Public Defender shall staff their office with an appropriate number of support staff and other support services, including a postal address and adequate telephone service to ensure prompt response to client contact. Public Defender shall maintain appropriate computer/word processing equipment in order to handle the paperwork generated by the contract case load as well as to comply with all reporting procedures.

5. **Investigators.** Public Defender may retain investigators of the Public Defender's choosing as it deems necessary for the effective defense of indigent defendants. The City shall reimburse Public Defender for the actual cost of investigative services. The City shall budget \$2,000 per calendar year for investigative services. If during the course of a year Public Defender determines that additional funds will be required, Public Defender shall notify the City in writing that investigative costs are reasonably anticipated to exceed \$2000 for the year, and the City shall allocate additional funds for indigent defense services, provided said funds are available.

6. **Experts.** The Public Defender may apply to the court for expert witness services, or for other needs not anticipated in this Agreement, pursuant to the procedure outlined in CrRLJ 3.1(f). The City shall reimburse Public Defender for such costs as are approved and ratified by the court.

7. **Insurance.** Without limiting the Public Defender's indemnification, it is agreed that the Public Defender shall maintain in force, at all times during the term of this Agreement, a policy or policies of insurance covering its operation as described below.

**A. General Liability Insurance**

The Public Defender shall maintain continuously public liability insurance with limits of liability not less than One Million Dollars (\$1,000,000) for each occurrence, personal injury, and/or property damage liability.

The Public Defender shall provide a certificate of insurance or, upon written request of the City of Grandview, a duplicate of the policy as evidence of

insurance protection. The Public Defender shall immediately notify the City of any communication with their insurance provider canceling or threatening to cancel insurance coverage under this provision.

#### **B. Professional Liability Insurance**

The Public Defender shall maintain or ensure that its professional employees and/or contractors maintain professional liability insurance for any and all acts which occur during the course of their employment with the Public Defender which constitute professional services in the performance of this Agreement. For purposes of this Agreement, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than One Million Dollars (\$1,000,000) combined single limit per claim/aggregate. The Public Defender further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy. The Public Defender shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City. The Public Defender shall not be required to make payments other than its judicially determined percentage, for any professional liability which is determined by a court of competent jurisdiction to be the result of the comparative negligence of the Public Defender and the City.

Such insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the City. If such insurance is obtained on a "claims made" basis, the Public Defender will continue to carry coverage for not less than three (3) years after expiration of this Agreement, and will provide a certificate in form and content satisfactory to the City demonstrating such continuing coverage. The Public Defender shall provide certificates of insurance or, upon written request of the City, duplicates of the policies as evidence of insurance protection.

#### **C. Workers' Compensation**

The Public Defender shall maintain Workers' Compensation coverage as required by law. The Public Defender shall provide a certificate of insurance or, upon written request of the City, a certified copy of the policy as evidence of insurance protection.

8. **Specific Duties.** The Public Defender shall provide services necessary or incidental to the performance of the work set forth in the PUBLIC

DEFENDER - STATEMENT OF WORK - EXHIBIT A and consistent with CLIENT REPRESENTATION PRACTICE GUIDELINES- Exhibit B. The Public Defender acknowledges and agrees that the City may make changes to the specific duties of the Public Defender as necessary to maintain conformity with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. No such changes will be grounds for additional or revised compensation under this Agreement, unless the Public Defender demonstrates to the City's reasonable satisfaction that the change imposes an undue burden on the Public Defender's ability to provide the services required under this Agreement.

9. **Term and Renegotiation.** This Agreement shall commence on January 1, 2015 and run for three years. The term shall expire on December 31, 2017.

10. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in a total fixed-fee of the following amounts, payable in equal monthly installments upon proper voucher for the same:

- 2015: \$69,000.00
- 2016: \$69,000.00
- 2017: \$73,000.00

All payments shall be made to:

Law Office of Beck and Phillips, PLLC  
723 Sixth Street, Suite 100  
Prosser, WA 99350

11. **Expansion of Court Jurisdiction – Contingency.** In the event jurisdiction of the Grandview Municipal Court is extended to include juvenile misdemeanor offenses, or to cover diversion agreements with Yakima County, it is agreed that the rate of compensation provided in this Agreement shall be subject to renegotiation by the parties.

12. **Client Transport.** Public Defender, or his employees or subcontractors, shall not transport clients by vehicle (personal or otherwise) while undertaking services pursuant to this Agreement. In the event Public Defender does transport clients during the course of representation as contemplated in this Agreement, Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of such transport, caused or contributed thereto by the Public Defender or his employees or subcontractors.

13. **Costs and Fees Assessed Against Defendants.** Any and all payments for reimbursement of court-appointed attorney's fees, as ordered and assessed by the Grandview Municipal Court or other court having jurisdiction to hear a City case, shall be payable by defendant directly to the Grandview Municipal Court.

14. **Assignment.** The Public Defender shall not assign, transfer, or subcontract this Agreement without obtaining prior written approval from the City.

15. **Successors Bound.** Subject to the provisions of Section 11, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

16. **Ethic Compliance, Reports, and Training.** The Public Defender will provide the aforementioned services in conformity with all applicable Rules of Professional Conduct and will provide the Municipal Court and the City with any reports, fiscal or otherwise, which are reasonably required in the performance of the Municipal Court's and the City's responsibilities. An annual report shall be provided by the Public Defender on or before August 1 of each year. The report must include a statement of hours billed for nonpublic defense legal services in the previous calendar year, including number and types of private cases, as the same may be required by RCW 10.101.050, as now exists or may be subsequently amended. The Public Defender agrees to attend training approved by the Washington Office of Public Defense at least once per calendar year, as the same may be required by RCW 10.101.050 and 10.101.060, as now exist or may be subsequently amended.

17. **Warranty of Public Defender.** The Public Defender warrants that he or she has read: (1) the Public Defense Delivery Standards adopted by the City at Chapter 2.77, GMC" (2) the standards for indigent defense published by the Washington Supreme Court; and *Wilbur v. City of Mount Vernon* (W.D. Wash. 2013). In signing this agreement, the Public Defender *warrants* and promises that: (1) Public Defender will abide by the above-described standards, court rules and case law; (2) that this Agreement provides sufficient resources to meet the obligations of the above-described standards, court rules and case law; and (3) Public Defender will notify the City immediately if Public Defender fails to abide by the above-described standards, court rules or case law.

18. **Quarterly Report.** Public Defender shall provide a report to the City of a quarterly basis. The report shall document the number of open cases and whether any such cases are scheduled for trial. The report shall also document the number of cases closed in the quarter and the disposition of each. With respect to each open case, the report shall document: (1) the date Public Defender entered a notice of appearance; (2) the date of first client contact; (3) whether an investigator has been used; (4) whether motions have been filed; (5)

whether expert witnesses have been retained; (6) whether a mental health evaluation was requested; and (7) the number of hours expended by Public Defender. The Public Defender shall provide such additional information as requested by the City subject to applicable privileges and ethics rules. The parties agree to meet and discuss the quarterly report at the request of the City. Quarterly reports shall be submitted to the City on the first day of January, April, July and October of each year.

19. **Taxes and Assessments.** The Public Defender shall be solely responsible for compensating its employees and contractors and for paying all related taxes, deductions and assessments, including but not limited to, leasehold excise taxes, 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. In the event the City is assessed a tax or assessment as a result of this Agreement, the Public Defender shall pay the same before it becomes due.

20. **Independent Contractor.** The parties agree that the Public Defender is an independent contractor with the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Public Defender. No agent, employee, subcontractor, or representative of the Public Defender shall be deemed to be an employee, agent, servant, or representative of the City or of the City of Grandview Municipal Court for any purpose, and the employees, agents, subcontractors, or representatives of the Public Defender are not entitled to any of the benefits the City provides for its employees. The Public Defender will be solely and entirely responsible for his acts and for the acts of his agents, employees, subcontractors, or otherwise, during the performance of this Agreement.

21. **Indemnity.** The Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of the operation of this Agreement, caused or contributed thereto by the Public Defender or his employees or subcontractors. Provided, however, that nothing herein shall be deemed to require the Public Defender to indemnify the City or its elected or appointed officials, agents, volunteers, or employees for injury to persons, corporation, and/or property arising from the sole negligence of the City and its elected or appointed officials, employees, volunteers, and agents. In case of suit or action brought against the City and/or its elected or appointed officials, agents, volunteers, and employees for damages arising out of or by

reason of any of the above-mentioned causes, the Public Defender agrees to pay all costs of defense, including reasonable attorney's fees and any judgment.

22. **Non discrimination.** The Public Defender shall not discriminate on the basis of race, creed, color, national origin, or physical, mental, or sensory handicap in the performance of this Agreement.

23. **Termination.** Either party may terminate this Agreement, with or without cause, upon ninety (90) days written notice sent by certified mail to the Public Defender at the address listed in this Agreement. In the event the Public Defender provides notice under this section, Public Defender shall provide indigent defense services in accordance with the terms set forth in this Agreement (including compensation) beyond the termination date and until the City obtains replacement indigent defense counsel. The City shall make good faith efforts to secure replacement indigent defense counsel. In the event the City provides notice under this subsection the parties shall negotiate a reasonable fee for services to complete client representation which cannot be done through substituted counsel.

24. **Governing Law.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performances.

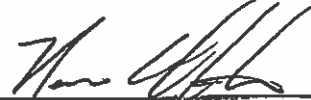
25. **Venue.** Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in the Superior Court for Yakima County, Yakima, Washington

26. **Integration.** It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

27. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

DATED this 12 day of September, 2014.

CITY OF GRANDVIEW

By:   
Mayor Norm Childress  
207 West Second Street  
Grandview, WA 98930

ATTEST:

  
City Clerk

Dated: 9/23/2014

PUBLIC DEFENDER

By:   
Jordan Beck, WSBA #44069  
723 Sixth Street, Suite 100  
Prosser, WA 99350

By:   
Christi Phillips, #44181  
723 Sixth Street, Suite 100  
Prosser, WA 99350

## EXHIBIT A

### PUBLIC DEFENSE STATEMENT OF WORK

1. **PUBLIC DEFENDER CONTRACTOR DUTIES AND RESPONSIBILITIES**
  - The Public Defender shall provide high quality indigent defense representation in the cases assigned to it by the Grandview Municipal Court. The representation shall be consistent with **EXHIBIT B, CLIENT REPRESENTATION PRACTICE GUIDELINES** as set forth below, and with the City's adopted standards for the delivery of public defense services. The representation shall be provided in a professional and skilled manner and shall be in compliance with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the best interests of the client.
2. **TASKS** – The Public Defender shall perform the following tasks with regard to each case to which the Public Defender is appointed.
  - A. Maintain a law office with a suitable client interview facility. The Public Defender will provide adequate phone lines, computers, postage, office equipment, office supplies, office furniture and legal research tools to maintain a smooth-running and efficient law office.
  - B. Receive notices of appointment for indigent defendants each court day. Set up and maintain files on each assigned defendant.
  - C. Establish and maintain client contact, keep the client informed of the progress of the case, and effectively provide legal advice to the client throughout the representation.
  - D. Timely interview defendants in custody anywhere in Yakima County.
  - E. Meet at least weekly with the Assigned Prosecutor to discuss pending matters.
  - F. Maintain continuity of representation at all stages of a case, including attendance at all first appearance proceedings, such as arraignments, for in-custody defendants. Except for illness, vacation or occasional conflicts, the assigned Public Defender shall appear at all Municipal Court hearings with their clients.

### **3. COMPLAINTS**

- A. A method to respond promptly to indigent defendant client complaints shall be established by the Public Defender. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court for permission to withdraw and substitute new counsel. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.
- B. The Public Defender shall notify the City and respond in writing to the City within seven (7) days of learning of any complaint against the Public Defender or against the City relating to the provision of indigent defense legal representation.
- C. The Public Defender shall immediately notify the City of Grandview in writing when it become aware that a complaint lodged with the Washington State Bar Association has resulted in reprimand, suspension, or disbarment.

## EXHIBIT B

### CLIENT REPRESENTATION PRACTICE GUIDELINES

Meet and communicate regularly with the client

- Thoroughly explain to clients the constitutional, statutory and other rights that they have with regards to their case.
- Thoroughly explain to clients the elements of the offense(s) that the City must prove in order to obtain their conviction at a trial.
- Describe case procedures and timelines.
- Listen to client's questions and respond to them.
- Enable clients to candidly communicate with counsel.
- Facilitate agreements by realistically evaluating allegations and evidence with clients.
- Promptly communicate all offers of settlement.

Prepare cases well

- Conduct high quality, early case investigation.
- Conduct early case negotiations.
- Use discovery appropriately.
- Prepare for and participate in alternate resolution opportunities that may be available.
- Obtain experts and evaluators for cases involving disability, mental health, substance abuse or similar issues, when appropriate.
- Draft well-researched and written motions and other legal memoranda and other documents.
- Competently and aggressively litigate hearings and trials if no agreement is reached.
- Appear at all court hearings with clients.

Ensure clients have adequate access to services, including court ordered treatment and/or counseling

- Explain the importance of obtaining court ordered treatment and/or counseling services to clients.
- Develop a thorough knowledge of the resources available.
- Explore with clients ways to effectively participate in court ordered treatment and/or counseling.
- Ask clients for feedback if obstacles prevent or impede their participation, and follow up with the agency and in court when appropriate.

- In appropriate cases, encourage clients to obtain necessary evaluations and enroll in counseling and/or treatment even before ordered by the court to do so.

Prevent continuances and delays within attorney's control

- Treat all cases assigned to counsel with the highest priority.
- Avoid over scheduling whenever possible.
- Request continuances only if they are needed for substantive reasons.



LAW OFFICE OF BECK AND PHILLIPS, PLLC

Attorneys and Counselors at Law

June 30, 2017

Quinn Plant  
Menke Jackson Beyer, LLP  
City Attorney, Grandview, WA  
Grandview Municipal Court

RE: Proposal for Five Year Contract Renewal (2018-2022)

To: Mr. Quinn Plant and Whom It May Concern,

As you know, our current Public Defender Agreement with the City of Grandview runs through the end of this calendar year. We are proposing a five year contract renewal with a four percent year over year escalation. These annual increases in compensation are necessary to account for the cost of living/inflationary environment of the current economy, and our experience.

For the current year (2017) our annual compensation is \$73,000.00.

Therefore, our proposal would be to renew the current contract with an amended Article 10 of:

2018: \$75,920

2019: \$78,957

2020: \$82,115

2021: \$85,400

2022: \$88,816

This structure will mutually benefit all parties as it allows us to offset the increased expenses we are already experiencing with our vendors and ensure the City receives the best possible rates associated with providing indigent counsel services.

Sincerely,

*Sent without signature to avoid delay.*

Jordan Dale Beck  
Christi L. Phillips

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

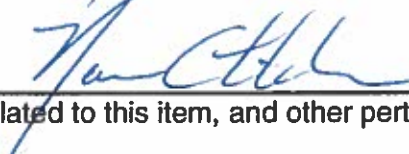
|                                                                                                                                                   |                                                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <b>ITEM TITLE</b><br><br>Resolution authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with Conrad & Adams Fruit, LLC | <b>AGENDA NO.:</b> New Business 4 (D)<br><br><b>AGENDA DATE:</b> July 25, 2017 |
| <b>DEPARTMENT</b><br><br>Public Works Department                                                                                                  | <b>FUNDING CERTIFICATION</b> (City Treasurer)<br>(If applicable)<br><br>N/A    |

**DEPARTMENT HEAD REVIEW**

Cus Arteaga, City Administrator

**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.

Conrad & Adams Fruit, LLC, has requested new allocations to their Industrial Wastewater User Contract. Said request requires an amendment to their current contract. The Wastewater Treatment Plant has capacity for the revised allocations. Their amendment is time sensitive and needs to be adjusted in order to stay in compliance with DOE.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with Conrad & Adams Fruit, LLC, to a regular Council meeting for consideration.

## Anita Palacios

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**From:** Ted Pooler <tpooler@hlacivil.com>  
**Sent:** Monday, July 17, 2017 4:08 PM  
**To:** Anita Palacios  
**Cc:** Cus Arteaga  
**Subject:** RE: Conrad & Adams Fruit, LLC, Request for Revised Allocations

Anita and Cus,

Conrad & Adams Fruit, LLC, is requesting an increase in their contract allocations because of increased production at their facility, as well as changes in the food safety requirements. The new allocations are based on the highest monthly discharges they experienced over the last 28 months, plus a cushion to account for unknowns. Loading allocations were previously updated on May 1, 2015. A comparison of annual loadings is provided below.

|                        | May 1, 2015<br>Annual Loading | July 1, 2017<br>Annual Loading | Increased<br>Loading | WWTP<br>Capacity |
|------------------------|-------------------------------|--------------------------------|----------------------|------------------|
| Flow – gallons per day | 15,000                        | 22,000                         | 7,000                | 2,320,000        |
| BOD – pounds per day   | 30                            | 40                             | 10                   | 86,000           |
| TSS – pounds per day   | 26                            | 70                             | 44                   | 30,000           |

Conrad & Adams' flow to the treatment plant represents less than 1% of the treatment plant flow capacity, BOD loadings are less than 0.1% of treatment plant capacity, and TSS loadings are about 0.2% of treatment plant capacity. Therefore, the City's wastewater treatment plant can handle the requested increase in loading.

Should you have any further questions or need more information, please feel free to call or email.

Thanks,

**Ted Pooler, PE**  
**HLA Engineering and Land Surveying, Inc.**  
2803 River Road  
Yakima, WA 98902  
Phone: 509.966.7000  
Fax: 509.965.3800

May 16, 2017

To: Dave Lorenz and Grandview City Council

Dear Council Members,

Please review and accept this capacity allocation proposal as the new schedule A for Conradt Adams Fruit, Plants 1 & 2. In your review feel free to make any adjustments as needed.

Sincerely,

Janny Solberg

|       | Jan<br>31 | Feb<br>28 | Mar<br>31 | Apr<br>30 | May<br>31 | Jun<br>30 | Jul<br>31 | Aug<br>31 | Sept.<br>30 | Oct<br>31 | Nov<br>30 | Dec<br>31 |
|-------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|-----------|-----------|-----------|
| Highs |           |           |           |           |           |           |           |           |             |           |           |           |
| Flow  | 429,000   | 509,000   | 843,000   | 598,000   | 799,000   | 1,849,000 | 201,000   | 384,000   | 354,000     | 377,000   | 333,000   | 631,000   |
| New   | (0.016)   | (0.019)   | (0.028)   | (0.021)   | (0.027)   | (0.064)   | (0.010)   | (0.014)   | (0.013)     | (0.014)   | (0.013)   | (0.021)   |
| High  | 496,000   | 532,000   | 868,000   | 639,000   | 837,000   | 1,920,000 | 310,000   | 434,000   | 390,000     | 434,000   | 390,000   | 682,000   |
| BOD   | 1,213     | 814       | 1,178     | 602       | 1,547     | 3440      | 568       | 734       | 656         | 578       | 844       | 1031      |
| New   | (42)      | (32)      | (39)      | (28)      | (50)      | (122)     | (20)      | (26)      | (25)        | (24)      | (30)      | (36)      |
| High  | 1302      | 896       | 1,209     | 840       | 1,550     | 3660      | 620       | 806       | 750         | 744       | 900       | 1116      |
| SS    | 1810      | 1580      | 1,747     | 2,046     | 4,903     | 1673      | 1678      | 1,620     | 1,938       | 1270      | 2,161     | 2,326     |
| New   | (61)      | (60)      | (59)      | (70)      | (132)     | (70)      | (60)      | (55)      | (70)        | (50)      | (75)      | (80)      |
|       | 1891      | 1680      | 1829      | 2100      | 4092      | 2100      | 1860      | 1705      | 2100        | 1550      | 2250      | 2480      |

All The High Readings are from the last  
28 months.

# **SCHEDULE A - Conrad & Adams Fruit, LLC**

Capacity Allocation Summary

*New Proposal*

City of Grandview  
Wastewater Treatment Facilities  
INDUSTRIAL USER CONTRACT

Project No. 15007  
May 1, 2015

| MAXIMUM MONTHLY ALLOCATION |                                    |                                     |                                    |                                     |                                    |                                     |                                    |                                     |                                    |                                     |                                    |                                     |                                    |
|----------------------------|------------------------------------|-------------------------------------|------------------------------------|-------------------------------------|------------------------------------|-------------------------------------|------------------------------------|-------------------------------------|------------------------------------|-------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
|                            | Jan                                | Feb                                 | Mar                                | Apr                                 | May                                | Jun                                 | Jul                                | Aug                                 | Sep                                | Oct                                 | Nov                                | Dec                                 | Annual                             |
| <u>Contract Allocation</u> |                                    |                                     |                                    |                                     |                                    |                                     |                                    |                                     |                                    |                                     |                                    |                                     |                                    |
| Flow (MGD)                 | <del>0.011</del><br><i>Current</i> | <del>0.012</del><br><i>Proposed</i> | <del>0.011</del><br><i>Current</i> | <del>0.010</del><br><i>Proposed</i> | <del>0.007</del><br><i>Current</i> | <del>0.007</del><br><i>Proposed</i> | <del>0.008</del><br><i>Current</i> | <del>0.008</del><br><i>Proposed</i> | <del>0.025</del><br><i>Current</i> | <del>0.024</del><br><i>Proposed</i> | <del>0.025</del><br><i>Current</i> | <del>0.013</del><br><i>Proposed</i> | <del>0.015</del><br><i>Current</i> |
| BOD (pounds per day)       | <del>43</del><br><i>Current</i>    | <del>32</del><br><i>Proposed</i>    | <del>33</del><br><i>Current</i>    | <del>28</del><br><i>Proposed</i>    | <del>21</del><br><i>Current</i>    | <del>40</del><br><i>Proposed</i>    | <del>39</del><br><i>Current</i>    | <del>20</del><br><i>Proposed</i>    | <del>23</del><br><i>Current</i>    | <del>23</del><br><i>Proposed</i>    | <del>24</del><br><i>Current</i>    | <del>23</del><br><i>Proposed</i>    | <del>25</del><br><i>Current</i>    |
| TSS (pounds per day)       | <del>32</del><br><i>Current</i>    | <del>31</del><br><i>Proposed</i>    | <del>22</del><br><i>Current</i>    | <del>14</del><br><i>Proposed</i>    | <del>14</del><br><i>Current</i>    | <del>48</del><br><i>Proposed</i>    | <del>14</del><br><i>Current</i>    | <del>14</del><br><i>Proposed</i>    | <del>23</del><br><i>Current</i>    | <del>28</del><br><i>Proposed</i>    | <del>33</del><br><i>Current</i>    | <del>32</del><br><i>Proposed</i>    | <del>25</del><br><i>Current</i>    |
|                            | <del>61</del>                      | <del>60</del>                       | <del>59</del>                      | <del>70</del>                       | <del>132</del>                     | <del>70</del>                       | <del>60</del>                      | <del>55</del>                       | <del>70</del>                      | <del>50</del>                       | <del>75</del>                      | <del>80</del>                       | <del>70</del>                      |

1. The above allowable wastewater discharges are considered to be the maximum discharge for a month expressed in terms of gallons or pounds per day. They represent the average daily loading over the month based on available test data. They do not represent maximum daily discharge limits.
2. Wastewater discharges shall not be considered a violation of the Industrial User's Washington Department of Ecology State Waste Discharge Permit until they reach 120% of the values listed in Schedule A.
3. The discharge of toxic substances as described in paragraph 6.4 of the contract, or harmful waste as described in section 13.12.030 of the Grandview Municipal Code, is prohibited.

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# **SCHEDULE A - Conrad & Adams Fruit, LLC**

## **Capacity Allocation Summary**

Effective May 1, 2015

City of Grandview  
Wastewater Treatment Facilities  
INDUSTRIAL USER CONTRACT

Project No. 15007  
May 1, 2015

*All below = Total Month proposed*

| MAXIMUM MONTHLY ALLOCATION |         |         |         |         |         |           |         |         |         |         |         |         |        |
|----------------------------|---------|---------|---------|---------|---------|-----------|---------|---------|---------|---------|---------|---------|--------|
|                            | Jan     | Feb     | Mar     | Apr     | May     | Jun       | Jul     | Aug     | Sep     | Oct     | Nov     | Dec     | Annual |
| <u>Contract Allocation</u> |         |         |         |         |         |           |         |         |         |         |         |         |        |
| Flow (MGD)                 | 496,000 | 532,000 | 868,000 | 630,000 | 837,000 | 1,920,000 | 310,000 | 434,000 | 390,000 | 434,000 | 390,000 | 682,000 |        |
| BOD (pounds per day)       | 1302    | 896     | 1209    | 840     | 1550    | 3660      | 620     | 806     | 750     | 744     | 900     | 1116    |        |
| TSS (pounds per day)       | 1891    | 1680    | 1829    | 2100    | 4092    | 2100      | 1860    | 1765    | 2100    | 1550    | 2250    | 2480    |        |

1. The above allowable wastewater discharges are considered to be the maximum discharge for a month expressed in terms of gallons or pounds per day. They represent the average daily loading over the month based on available test data. They do not represent maximum daily discharge limits.
2. Wastewater discharges shall not be considered a violation of the Industrial User's Washington Department of Ecology State Waste Discharge Permit until they reach 120% of the values listed in Schedule A.
3. The discharge of toxic substances as described in paragraph 6.4 of the contract, or harmful waste as described in section 13.12.030 of the Grandview Municipal Code, is prohibited.

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**RESOLUTION NO. 2017-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN AN INDUSTRIAL WASTEWATER USER  
CONTRACT AMENDMENT WITH CONRAD & ADAMS FRUIT, LLC**

**WHEREAS**, the City of Grandview owns and operates sewer and wastewater treatment facilities (Facility) for the collection, treatment and disposal of municipal and industrial wastewater; and,

**WHEREAS**, the operation of this Facility is subject to the laws and regulations of the United States and of the State of Washington including, without limitation, laws and regulations relating to discharge of industrial wastewater as administered by the Washington State Department of Ecology (WSDOE), which issues permits to both the City and to the user; and,

**WHEREAS**, the capacity of the facility shall be defined by the WSDOE approved engineering report and as specified within the waste discharge permit issued to the City; and,

**WHEREAS**, a portion of the Facility capacity shall be allocated to an industrial user under contract; and,

**WHEREAS**, said industrial user shall be required to enter into a contract with the City of Grandview prior to discharge to the City wastewater treatment facility,

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

The Mayor is hereby authorized to sign an Industrial Wastewater User Contract Amendment with Conrad & Adams Fruit, LLC for the discharge of industrial wastewater to the City of Grandview Wastewater Treatment Plant 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  
Industrial Wastewater User Contract**

**CONTRACT AMENDMENT**

Contracted User:       **Conrad & Adams Fruit, LLC  
601 West Wine Country Road  
Grandview, WA 98930**

Date:                   **July 1, 2017**

WHEREAS, the City of Grandview, a municipal corporation, has entered into an Industrial Wastewater User Contract with the above Contracted User; and

WHEREAS, Section 5.2 of the Industrial Wastewater User Contract provides for the allocation of a portion of the capacity of the City's wastewater treatment facilities to the Contracted User in accordance with Schedule "A" attached to the Contract; and

WHEREAS, the Contract allows for the adjustment of Contracted Capacity, and adjustments in capacity are reasonable based on additional information collected through metering and monitoring of the industrial discharges from the Contracted User.

NOW, THEREFORE, the parties agree to amend the Industrial User Contract as follows:

1.       The Schedule "A" attached hereto shall replace the Schedule "A" included in the contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment as of the day and year first above written.

**CITY OF GRANDVIEW**

\_\_\_\_\_  
NORM CHILDRESS, MAYOR

ATTEST:

\_\_\_\_\_  
ANITA PALACIOS, CITY CLERK

**CONTRACTED USER**

\_\_\_\_\_  
DULY AUTHORIZED REPRESENTATIVE

# **SCHEDULE A - Conrad & Adams Fruit, LLC**

## **Capacity Allocation Summary**

Effective July 1, 2017

City of Grandview  
Wastewater Treatment Facilities  
INDUSTRIAL USER CONTRACT

Project No. 17007  
July 1, 2017

|                            | MAXIMUM MONTHLY ALLOCATION |       |       |       |       |       |       |       |       |       |       |       |        |
|----------------------------|----------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|
|                            | Jan                        | Feb   | Mar   | Apr   | May   | Jun   | Jul   | Aug   | Sep   | Oct   | Nov   | Dec   | Annual |
| <u>Contract Allocation</u> |                            |       |       |       |       |       |       |       |       |       |       |       |        |
| Flow (MGD)                 | 0.016                      | 0.019 | 0.028 | 0.021 | 0.027 | 0.064 | 0.010 | 0.014 | 0.013 | 0.014 | 0.013 | 0.022 | 0.022  |
| BOD (pounds per day)       | 42                         | 32    | 39    | 28    | 50    | 122   | 20    | 26    | 25    | 24    | 30    | 36    | 40     |
| TSS (pounds per day)       | 61                         | 60    | 59    | 70    | 132   | 70    | 60    | 55    | 70    | 50    | 75    | 80    | 70     |

1. The above allowable wastewater discharges are considered to be the maximum discharge for a month expressed in terms of gallons or pounds per day. They represent the average daily loading over the month based on available test data. They do not represent maximum daily discharge limits.
2. Wastewater discharges shall not be considered a violation of the Industrial User's Washington Department of Ecology State Waste Discharge Permit until they reach 120% of the values listed in Schedule A.
3. The discharge of toxic substances as described in paragraph 6.4 of the contract, or harmful waste as described in section 13.12.030 of the Grandview Municipal Code, is prohibited.

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

**ITEM TITLE**

Resolution approving an Interlocal Agreement between the City of Grandview and the City of Toppenish regarding the cooperative use of facilities, equipment and personnel

**AGENDA NO.:** New Business 4 (E)

**AGENDA DATE:** July 25, 2017

**DEPARTMENT**

City Administration

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

**DEPARTMENT DIRECTOR REVIEW**

Cus Arteaga, City Administrator

**CITY ADMINISTRATOR**

**MAYOR**



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

The City of Grandview currently has Interlocal Agreements with the Cities of Prosser, Sunnyside and Mabton regarding the cooperative use of facilities, equipment and personnel.

**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 City of Toppenish approached the City of Grandview requesting an Interlocal Agreement between the cities.

The agreement would permit the cities to share facilities and resources when it is to the mutual benefit of all parties. Examples of potential benefits include temporary use of staff, buildings or equipment and joint services, where authorized. It also enables all parties to agree to waive charges for the use of facilities, where applicable.

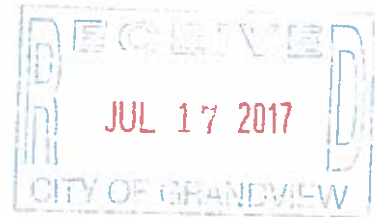
**ACTION PROPOSED**

Move a resolution approving an Interlocal Agreement between the City of Grandview and the City of Toppenish regarding the cooperative use of facilities, equipment and personnel to a regular Council meeting for consideration.

# CITY OF TOPPENISH

21 West First Avenue  
Toppenish, WA 98948

*"Where the West Still Lives"*



July 13, 2017

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

Re: Interlocal Agreement  
City of Toppenish/City of Grandview

Dear Mayor Childress:

Enclosed are the following documents regarding the above referenced agreement:

1. Copy of Resolution 2017-20 approved by City Council on July 10, 2017.
2. Duplicate originals of the Interlocal Agreement signed by City representatives.

Please mail the City's copy of the signed agreement and all future communications regarding this matter to the following person:

Debbie Zabell, CMC, Finance Director/City Clerk  
City of Toppenish  
21 West First Avenue  
Toppenish, WA 98948

Thank you for your cooperation.

Cordially,

  
\_\_\_\_\_  
Heidi Riojas, CMC  
Executive Assistant/Deputy City Clerk

Enclosures

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RESOLUTION 2017-20

**A RESOLUTION APPROVING INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF TOPPENISH AND THE CITY OF  
GRANDVIEW REGARDING THE COOPERATIVE USE OF  
FACILITIES, EQUIPMENT AND PERSONNEL**

WHEREAS, the Cities of Toppenish and Grandview wish to enter into an agreement regarding the cooperative use of facilities, equipment and personnel, a copy of which is attached hereto, and

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

The Interlocal Agreement between the City of Toppenish and the City of Grandview regarding the Cooperative Use of Facilities, Equipment and Personnel is approved and the City Manager is authorized to execute said agreement on behalf of the City of Toppenish.

This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on July 10, 2017.



MARK OAKS, Acting Mayor Pro Tem

ATTEST:



DEBBIE ZABELL, CMC, Finance Director/City Clerk

**RESOLUTION NO. 2017-\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
GRANDVIEW AND THE CITY OF TOPPENISH REGARDING THE COOPERATIVE  
USE OF FACILITIES, EQUIPMENT AND PERSONNEL**

**WHEREAS**, the City of Grandview and the City of Toppenish desire to formalize an operational framework that will encourage and promote the coordination and use of facilities and resources of each and all parties,

**WHEREAS**, the parties wish to enter into an interlocal agreement to set forth the agreement of the parties regarding the cooperative use of facilities, equipment and personnel,

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

1. The Interlocal Agreement between the City of Grandview and the City of Toppenish in the form as is attached hereto and incorporated herein by reference is hereby approved.
2. The Mayor is hereby authorized to sign the Interlocal Agreement for the City.

**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 THE CITY OF TOPPENISH  
AND THE CITY OF GRANDVIEW REGARDING THE COOPERATIVE USE OF  
FACILITIES, EQUIPMENT AND PERSONNEL**

THIS INTERLOCAL AGREEMENT is entered into by and between the parties named herein for the uses and purpose stated below pursuant to the authority of Chapter 39.34 RCW and applicable law.

Section 1. PARTIES: The parties to this Agreement are:

A. CITY OF TOPPENISH, hereinafter called "TOPPENISH," is a municipal corporation of the State of Washington with City Hall located at 21 West First Avenue, Toppenish, WA 98948.

B. CITY OF GRANDVIEW, hereinafter called "GRANDVIEW," is a municipal corporation of the State of Washington with City Hall located at 207 West 2nd Street, Grandview, Washington 98930.

Section 2. AUTHORITY: Each of the parties is authorized to enter into this Interlocal Agreement (hereafter "Agreement") pursuant to Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

Section 3. PURPOSE: The parties named above desire to formalize an operational framework that will encourage and promote the coordination and use of facilities and resources of all parties in accordance with the authority cited in Section 2 above.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and benefits herein, the parties agree as follows:

Section 4. MASTER AGREEMENT: The City Manager of TOPPENISH and the Mayor of GRANDVIEW (hereafter collectively called "Executive Officers") are hereby authorized to execute one or more separate agreements that, by this reference, shall become part of this Agreement, provided that such separate agreements are signed by the parties participating in the specific undertaking and reference this Agreement. The separate agreements shall address issues relating to share of facilities and/or resources controlled or owned by the parties or any of them. Such separate agreements (hereafter "Specific Project Agreements") may address any matter of mutual concern or benefit, and may include, but are not limited to, the following:

- Use of facilities, equipment, personnel
- Access to facilities, equipment, personnel
- Operation and maintenance of facilities
- Operation of programs
- Charges, costs or fees

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- Site improvements
- Times, dates and duration of use or access to equipment and facilities
- Joint purchasing
- Joint services

**Prior to execution of any Specific Project Agreement, each party shall obtain any and all necessary and appropriate approvals from their respective legislative bodies.**

#### **Section 5. ADMINISTRATION:**

5.1 Joint Board. This Agreement shall not create any separate legal entity. This Agreement shall be administered by a Joint Board consisting of the Executive Officers, who shall meet and confer at such times deemed necessary and appropriate for the efficient conduct of business pertaining to such administration. Each Executive Officer shall be responsible for reporting the conduct of such administration to their respective legislative bodies.

5.2 Budgets and Costs of Administration for Joint Projects. Fiscal matters and descriptions of any shared services, programs, facilities and equipment, including budget and costs of administration of projects, party's responsibilities shall be set forth in Specific Project Agreements pursuant to Section 4 above, and each party's responsibilities delineated therein.

5.3 Operating Fund. Nevertheless, the Joint Board may create any operating fund authorized by law, including but not limited to, establishment of a special fund with a state, county, city, or district treasurer servicing an involved public agency designated "Operating fund of Toppenish-Mabton Joint Board."

5.4 Acquisition and Disposition of Property. Any real or personal property acquired shall be pursuant to Separate Project Agreement pursuant to Section 4 above, which shall address the means of acquisition, funding of acquisition, use and disposition of such property. Disposition of any real or personal property acquired pursuant to this Agreement but not addressed in any Separate Project Agreement, or as otherwise agreed in writing, shall be disposed of as follows:

(a) In the event of termination by all parties to any Separate Project Agreement, such property shall be sold. Proceeds from any sale of property shall be divided and paid to each party in proportion to the amount contributed by such party for the acquisition thereof. For any property not sold, title shall vest in each party in proportion to the amount contributed by each party for the acquisition thereof as tenants in common.

(b) In the event of termination by one party to any Separate Project Agreement, leaving two parties participating, the terminating party shall be paid and reimbursed the amount originally contributed by the terminating party for the acquisition of such property, less applicable depreciation.

No provision of this Agreement or Separate Project Agreement made pursuant to this Agreement shall relieve any public agency of any obligation or responsibility imposed upon it by law except that:

(a) To the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an agreement made pursuant to this chapter, the performance may be offered in satisfaction of the obligation or responsibility; and

(b) With respect to one or more public agencies purchasing or otherwise contracting through a bid, proposal, or contract awarded by another public agency or by a group of public agencies, any statutory obligation to provide notice for bids or proposals that applies to the public agencies involved is satisfied if the public agency or group of public agencies that awarded the bid proposal, or contract complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the state's web portal to the notice.

**Section 6. INDEMNIFICATION:** Each party shall defend, indemnify and hold harmless the other party, its elected officials, officers, employees, agents, volunteers or assigns from any and all claims, demands, losses, liens, damages, actions, judgments, liabilities, penalties, fines, lawsuits, costs and expenses (including attorney fees) which result from, arise out of, or are incidental to the indemnifying party's performance or failure to perform under this Agreement. This section shall survive the termination of this Agreement.

**Section 7. INSURANCE:** Each party shall obtain or maintain in effect sufficient liability and property insurance to cover its participation in the programs and projects entered into pursuant to this Agreement. The parties agree and understand that specific projects or programs may require issuance of separate insurance coverage, which costs and responsibilities will be addressed in each Separate Project Agreement.

**Section 8. TERMINATION-EFFECT:** Unless otherwise mutually agreed between both parties, either party may terminate its participation in this Agreement upon one year's advance written notice to the other party. Upon termination, the terminating party shall remain responsible for payment of any financial commitment undertaken pursuant to any individual Separate Project Agreement, which financial commitment represents payment for services already performed.

**Section 9. DISPUTE RESOLUTION:** In the event of any dispute or difference arising by reason of this Agreement or any provision or term thereof or the use and/or payment for any facility for the purpose of this Agreement, the dispute or difference shall be attempted to be resolved by the Joint Board. If the dispute or difference is unable to be resolved by the Joint Board, the matters shall be referred to the legislative bodies of the affected parties for resolution. Such decision shall be arrived at as expeditiously as possible.

**Section 10. THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted or construed to create such rights.

**Section 11. INTEGRATED AGREEMENT-AMENDMENT:** This Agreement, with each Specific Project Agreement hereafter attached and incorporated herein, constitutes the entire agreement between the parties, which shall not be amended except in writing signed by all parties.

Section 12. GENERAL PROVISIONS:

12.1 This Agreement shall be effective upon the date signed by the last party to execute the Agreement. This Agreement may be executed in counterpart.

12.2 A copy of this Agreement shall be filed with the Yakima County Auditor's office, or in lieu of filing this Agreement with the County Auditor, each party may list a copy of this Agreement on its website pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY OF TOPPENISH

By: Lance C. Hoyt  
Lance C. Hoyt, City Manager

Date: July 10, 2017

ATTEST:

By: Debbie Zabell  
Debbie Zabell, CMC  
Finance Director/City Clerk

APPROVED AS TO FORM:

By: Gary M. Cuillier  
Gary M. Cuillier, City Attorney

CITY OF GRANDVIEW

By: \_\_\_\_\_  
Norm Childress, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney