

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JANUARY 22, 2019**



REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS**
 - A. Grandview Mobilization Group Project – WA State Main Street Program Affiliate – Carmen Anders
- 4. 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.
- 5. CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
 - A. Minutes of the January 8, 2019 Committee-of-the-Whole meeting 1-3
 - B. Minutes of the January 8, 2019 Council meeting 4-6
 - C. Payroll Check Nos. 10774-10789 in the amount of \$86,145.92
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 60044-60048 in the amount of \$81,547.25
 - E. Payroll Direct Deposit 1/1/19-1/15/19 in the amount of \$103,476.12
 - F. Claim Check Nos. 116801-116901 in the amount of \$229,299.85
- 6. ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
 - A. Declarations of Interest – Appointment for Vacant City Council Position 7-15
 - B. Resolution No. 2019-3 authorizing the Mayor to sign an Interlocal Cooperation Agreement between the City of Sunnyside and the City of Grandview for Emergency Medical Transport Services 16-23
- 7. UNFINISHED AND NEW BUSINESS**
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER REPORTS**
- 10. ADJOURNMENT**

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
JANUARY 8, 2019**

1. CALL TO ORDER

Mayor Gloria Mendoza called the Committee-of-the-Whole meeting to order at 6:00 p.m., in the Council Chambers at City Hall.

A. Oath of Office – Mayor Gloria Mendoza

City Attorney Plant administered the Oath of Office to newly appointed Mayor Gloria Mendoza.

2. ROLL CALL

Present were: Mayor Mendoza and Councilmembers Gay Brewer, Mike Everett, Bill Moore and Javier Rodriguez.

Absent was Councilmember Dennis McDonald.

Councilmember Joan Souders arrived at 6:15 p.m.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Fire Chief Pat Mason, WWTP Superintendent Dave Lorenz and City Clerk Anita Palacios.

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Draft Interlocal Cooperation Agreement between the City of Sunnyside and the City of Grandview for Emergency Medical Transport Services

City Administrator Arteaga explained that at the December 11, 2018 C.O.W. meeting, the C.O.W. directed staff to prepare a revised draft of the Interlocal Cooperation Agreement between the City of Sunnyside and the City of Grandview for Emergency Medical Transport Services. He presented the revised draft Interlocal Cooperation Agreement to Council for consideration. He informed Council that the verbiage as recommended from the City Attorney had been removed as directed.

Discussion took place.

Following discussion, it was agreed that the term on the agreement would be January 1, 2019 through December 31, 2024.

On motion by Councilmember Everett, second by Councilmember Rodriguez, the C.O.W. moved a resolution authorizing the Mayor to sign an Interlocal Cooperation Agreement between the City of Sunnyside and the City of Grandview for Emergency Medical Transport Services for consideration at the January 22, 2019 regular Council meeting.

Councilmember Brewer abstained from the vote as his spouse was currently the Chair of the Astria Sunnyside Hospital Board of Directors.

B. Ordinance prohibiting the distribution of plastic straws and polystyrene-based food containers and requiring retail establishments to collect a pass-through charge from customers for the distribution of plastic bags, and adding a new chapter to the Grandview Municipal Code entitled 8.44–Carryout Bag and Food Container Regulation

Councilmember Everett presented an ordinance prohibiting the distribution of plastic straws and polystyrene-based food containers and requiring retail establishments to collect a pass-through charge from customers for the distribution of plastic bags, and adding a new chapter to the Grandview Municipal Code entitled 8.44–Carryout Bag and Food Container Regulation. The ordinance provided for banning plastic straws and styroform containers and a 10 cent charge on plastic bags. He explained that the ordinance would not solve the problems of waste in the world, but would be a small step in making us all aware of the problem. As an individual, he has used these items and therefore did his part in contributing to waste. Plastic does not go away, it lasts forever. Not using them would ultimately reduce the burden on the waste treatment system. This was not in his opinion, a major burden on people. He hated to talk about the “old days” when he was young, but there were not plastic straws, plastic bags and styroform containers. He felt that we could all function just fine with these items gone from our lives. He suggested that the Council make the ordinance effective 90 days from the date of passage so that the retail community would have ample opportunity to adjust.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Roldriguez, the C.O.W. tabled ordinance prohibiting the distribution of plastic straws and polystyrene-based food containers and requiring retail establishments to collect a pass-through charge from customers for the distribution of plastic bags, and adding a new chapter to the Grandview Municipal Code entitled 8.44–Carryout Bag and Food Container Regulation for further consideration at the January 22, 2019 regular C.O.W. meeting.

C. Hotel Feasibility Study

City Administrator Arteaga advised that Casey Kidd with NaviRetail suggested that the City have a hotel feasibility study completed. The study would be prepared by a company called HVS and below was their proposed scope of work and what would be included in the report:

- Purpose of the study
- Description of the site and neighborhood
- Review of the market area
- Analysis of the market for hotel accommodations
- Examination of existing and proposed competition
- Facilities and brand chain-scale recommendation
- Projection of occupancy and average rate
- Income and expense projections
- ROI analysis and feasibility conclusion

The cost of the study was \$10,000. He advised that the Port of Grandview agreed to participate with 50% of the cost for the study.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Souders, the C.O.W. moved the \$5,000 expenditure for a Hotel Feasibility Study for consideration at the January 8, 2019 regular Council meeting.

6. **OTHER BUSINESS** – None

7. **ADJOURNMENT**

The C.O.W. meeting adjourned at 7:00 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
JANUARY 8, 2019**

1. CALL TO ORDER

Mayor Gloria Mendoza called the regular meeting to order at 7:00 p.m. in the Council Chambers at City Hall.

Present were: Mayor Mendoza and Councilmembers Gay Brewer, Mike Everett, Bill Moore, Javier Rodriguez and Joan Souders.

Absent was Councilmember Dennis McDonald.

Staff present were: City Administrator/Public Works Director Cus Arteaga and City Clerk Anita Palacios.

City Attorney Quinn Plant and City Treasurer Matt Cordray were excused from the meeting due to the inclement weather.

2. PLEDGE OF ALLEGIANCE

Mayor Mendoza led the pledge of allegiance.

3. PRESENTATIONS

A. Service Award – Mayor Norm Childress

Mayor Mendoza presented former Mayor Norm Childress with a Service Award in recognition and grateful appreciation for his loyal and dedicated service to the citizens of the City of Grandview from January 1, 2005 through December 31, 2018.

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

On motion by Councilmember Everett, second by Councilmember Moore, Council approved the Consent Agenda consisting of the following:

- A. Minutes of the December 11, 2018 Committee-of-the-Whole meeting
- B. Minutes of the December 11, 2018 Council meeting
- C. Payroll Check Nos. 10729-10773 in the amount of \$112,534.74
- D. Payroll Electronic Fund Transfers (EFT) Nos. 60026-60030 in the amount of \$78,602.28
- E. Payroll Electronic Fund Transfers (EFT) Nos. 60033-60038 in the amount of \$86,723.03
- F. Payroll Direct Deposit 12/01/18-12/15/18 in the amount of \$102,887.72
- G. Payroll Direct Deposit 12/16/18-12/31/18 in the amount of \$110,081.33
- H. Claim Check Nos. 116610-116800 in the amount of \$651,790.74

6. ACTIVE AGENDA

A. Resolution No. 2019-1 authorizing the Mayor to sign the Technical Assistance Contract No. 010119GV with the Yakima Valley Conference of Governments

This item was previously discussed at the December 11, 2018 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Everett, Council approved Resolution No. 2019-1 authorizing the Mayor to sign the Technical Assistance Contract No. 010119GV with the Yakima Valley Conference of Governments.

Councilmember Moore recused himself from the vote due to his position on the Yakima Valley Conference of Governments Executive Committee.

B. Resolution No. 2019-2 providing for authorized signatures

This item was previously discussed at the December 11, 2018 C.O.W. meeting.

On motion by Councilmember Souders, second by Councilmember Moore, Council approved Resolution No. 2019-2 providing for authorized signatures.

C. Hotel Feasibility Study

This item was previously discussed at the January 9, 2019 C.O.W. meeting.

On motion Councilmember Everett, second by Councilmember Moore, Council approved the expenditure of \$5,000 for the Hotel Feasibility Study and directed staff to prepare a budget amendment.

7. UNFINISHED AND NEW BUSINESS – None

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

Irrigation Department – The Public Works Department was busy prepping the irrigation pumps and equipment for the upcoming irrigation season.

Annual Sealcoat Program – The Public Works Department was inventorying streets for the annual sealcoat program to be completed by Benton County Public Works Department.

9. MAYOR & COUNCILMEMBER REPORTS

2019 Yakima County Homeless Census – Councilmember Moore reported that the 2019 Yakima County Homeless Census was scheduled for January 24, 2019. Volunteers were needed to help support the census.

YVCOG General Membership Meeting – Councilmember Moore reported that the YVCOG General Membership Meeting was scheduled for January 16th in Toppenish.

Message from the Mayor – Mayor Mendoza reported that she was asked by the Grandview Herald to prepare a “Message from the Mayor” that would be included on their website.

10. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the regular meeting at 7:20 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk



**CITY OF GRANDVIEW
NOTICE OF CITY COUNCIL VACANCY**

The Grandview City Council is accepting Declarations of Interest from qualified persons to be considered for appointment to fill a vacancy on the City Council. Eligibility requirements are that the person must be a registered voter and a resident of the City of Grandview for at least one year.

Declarations of Interest are available at City Hall, 207 West Second Street, phone (509) 882-9200, email anitap@grandview.wa.us or on the City's website www.grandview.wa.us. The deadline for submitting the declaration and resume is Tuesday, January 15, 2019 by 5:00 p.m.

Qualified persons will be provided three minutes to address the City Council at their regular meeting on Tuesday, January 22, 2019 at 7:00 p.m., in the Council Chambers at City Hall, 207 West Second Street, Grandview, WA.

PUBLICATION: Grandview Herald – December 19 & 26, January 2 & 9
Daily Sun News – December 19 & 26, January 2 & 9
City of Grandview Facebook Page



Please return completed application to:
City Clerk, City of Grandview
207 West Second Street
Grandview, WA 98930
PH: (509) 882-9200
FAX: (509) 882-3099
www.grandview.wa.us

DECLARATION OF INTEREST

I wish to be of service to our Community and request your consideration for appointment to the Grandview City Council

NAME: David S. Diaz
ADDRESS: 1902 Young Street
CITY, STATE, ZIP: Grandview, WA 98930
PHONE: 509-882-3767 (home) Cell: 840-4132 (work)
E-MAIL: dsdiaz9@hotmail.com
EMPLOYER/OCCUPATION: Teacher / Retired

Are you a resident of the City of Grandview? yes
Are you a registered voter? yes
Length of residence in the City of Grandview? 1955 - Current

Please provide a resume including job experience, education, skills, hobbies, and special areas of interest. Also include community activities you participated in during the past five years, and any citizen boards or commissions you have served on.

What challenges, issues or concerns do you see facing the City Council and how would you propose they be addressed? (Use extra pages if necessary.)

Signature of Applicant: David S. Diaz

Date: 1/15/19

The City thanks you for your interest in volunteering your time to serve the citizens of Grandview.

Grandview has always been a welcoming community. I remember looking over the Horse Heaven Hills as we drove back from Texas in my younger years and seeing the valley with all its wonders. Grandview and the Charvet farm were always the Diaz family destination. So you can say, I grew up in a hop farm. I have seen Grandview improve through the years. I remember when the downtown was vibrant with businesses.

There have been lots of improvements through the years, etc. new housing developments, health and doctor services, industries and many more. Grandview is still a pleasant community to live in and a place where you would want to raise a family. The downtown business is an area that I see of concern. I realize that there are no easy answers. Commercial businesses are leaving communities across our valley, state and country. At the same time, some local communities have succeeded in keeping their downtown active. As a retired educator and Grandview resident, I want to give back to the community that I remember.

Employment History

**1971-1974-----Farm Workers Clinic:
Health/Social Worker**

**1976-1978-----Northwest Rural Opportunities:
Child Development Instructor**

**1978-2015-----Sunnyside School District:
Education**

Adult Education Instructor: Yakima Valley College, Grandview School District, Farm Workers Clinic

Education

Early Education

- Monte Alto, Texas/Grandview, Washington

High School Education 1969

- Diploma from Grandview High School

Community College 1971-1973

- Yakima Valley Community College

Central Washington College 1974-1976

- Degree: Bachelor of Arts in Education

Heritage University 1997-1999

- Degree: Master of Education

Skills, Hobbies and Other Interests

- 1990: Worked for Grandview doing city census
- Officer in the Grandview Latin American Organization (defunct)
- Active in Knights of Columbus, Catholic Men Fraternity
- Sunnyside Education Association
- Building Representative
- Contract Negotiations
- Served as President/Vice President
- Strategic planning
- Landscaping my own backyard
- Reading: All genres
- Music: All genres
- Current event



Please return completed application to:
City Clerk, City of Grandview
207 West Second Street
Grandview, WA 98930
PH: (509) 882-9200
FAX: (509) 882-3099
www.grandview.wa.us

DECLARATION OF INTEREST

I wish to be of service to our Community and request your consideration for appointment to the Grandview City Council

NAME: Diana R Jennings
ADDRESS: 704 W Concord Ave
CITY, STATE, ZIP: Grandview WA 98930
PHONE: 509.882.3930 (home) 509.882.7008 (work)
E-MAIL: diana.r.jennings@gmail.com
EMPLOYER/OCCUPATION: Yakima Valley College; Student Services Coordinator

Are you a resident of the City of Grandview? Yes

Are you a registered voter? Yes

Length of residence in the City of Grandview? 30 years

Please provide a resume including job experience, education, skills, hobbies, and special areas of interest. Also include community activities you participated in during the past five years, and any citizen boards or commissions you have served on.

What challenges, issues or concerns do you see facing the City Council and how would you propose they be addressed? (Use extra pages if necessary.)

For the immediate, it would be to maintain cohesiveness and continue with the work plan established by a long-sitting Mayor, Council and City employees, which has served the community well. Examine what is relevant and what needs to change based on the economic times and challenges of increased costs/expenses and reduced revenues to maintain the services the community has come to expect. Addressing these would require becoming familiar with changes over the last five years, meeting and talking with people, both community members and employees, and having discussions with colleagues to get up to speed with current issues. I don't presume to know how exactly to get there other than do my due diligence and be fiscally responsible with the community's and City's best interest at heart.

Signature of Applicant: 

Date: Jan. 15, 2019

The City thanks you for your interest in volunteering your time to serve the citizens of Grandview.

Diana Jennings

704 West Concord Avenue, Grandview Washington 98930

Home Phone: 509.882.3930 Work Phone: 509.882.7008 E-Mail: diana.r.jennings@gmail.com

Experience

Student Services Coordinator, Yakima Valley College – Grandview Campus

April 1997 - Present

Serve Grandview Campus students in the following student services areas:

- Running Start
- Placement Testing
- Tutoring and Work Study programs
- Financial Aid

Council Member, City of Grandview

May 2007 – July 2014

Served as a Council Member to address the needs of the community with the resources available.

Secretary Senior, Yakima Valley Community College – Grandview Campus

May 1992 – April 1997

- General office duties
- Supported the Dean
- Admissions and Registration
- Maintained campus budgets

Education

Yakima Valley College

2016

Bachelor of Applied Science in Business Management

Yakima Valley Community College

1988

Associate of Arts – Business Option

Associate of Arts – DTA

Skills

Bilingual and Biliterate (English/Spanish)

Budgeting Skills

Microsoft Office (Excel, Word, PowerPoint, Publisher)

PC and Mac Capable

Detail Oriented

Council experience

References

Senaida Lopez
Student Success Coordinator
slopez@yvcc.edu
509.882.0585 (C)
509.882.7006 (W)

Joan Souders
Council Member
509.830.3532 (C)

Heidi Matlack
Counselor
hmatlack@yvcc.edu
206.930.6595 (C)
509.882.7042 (W)



Please return completed application to:
City Clerk, City of Grandview
207 West Second Street
Grandview, WA 98930
PH: (509) 882-9200
FAX: (509) 882-3099
www.grandview.wa.us

DECLARATION OF INTEREST

I wish to be of service to our Community and request your consideration for appointment to the Grandview City Council

NAME: Joseph (Joe) Jensen

ADDRESS: 916 W 5th St.

CITY, STATE, ZIP: Grandview, WA 98930

PHONE: (509) 830-3599 (home) Same (work)

E-MAIL: joeandelizabeth@outlook.com

EMPLOYER/OCCUPATION: homemaker

Are you a resident of the City of Grandview? yes

Are you a registered voter? yes

Length of residence in the City of Grandview? 8 years

Please provide a resume including job experience, education, skills, hobbies, and special areas of interest. Also include community activities you participated in during the past five years, and any citizen boards or commissions you have served on.

What challenges, issues or concerns do you see facing the City Council and how would you propose they be addressed? (Use extra pages if necessary.)

My concern is people don't know who their city councilmen are. Obviously, increasing community involvement is challenging; however more outreach could be done. For example, the council could hold 'meet your neighborhood' gatherings in different parts of the city at different times of year. Additionally we could have more celebratory events - bringing in local businesses and school groups as part of these events. Timing of these events could also be coordinated to build momentum. For instance, the 'meet your neighborhood' gatherings could take place the month prior to the Rose Garden work party so community members can be personally invited/made aware of the event.

Signature of Applicant: 

Date: 1-10-19

The City thanks you for your interest in volunteering your time to serve the citizens of Grandview.

Joe Jensen

916 W 5th St., Grandview

(509)830-3599

Education:

Sandpoint High School, Sandpoint, ID

High School Diploma, 1998

Occupation:

Homemaker – 2 children & wife

2003-current

Citizen Boards:

Grandview Beautification Commission, Chairman

2014-current

Community Activities:

Rose Garden Work Party

Arbor Day Tree Planting

City of Grandview Clean Up Day

RESOLUTION NO. 2019-3

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL COOPERATION
AGREEMENT BETWEEN THE CITY OF SUNNYSIDE AND THE CITY OF
GRANDVIEW FOR EMERGENCY MEDICAL TRANSPORT SERVICES**

WHEREAS, the City of Sunnyside and the City of Grandview have agreed upon the terms set forth in an Interlocal Cooperation Agreement for Emergency Medical Transport Services, and,

WHEREAS, the City Council of the City of Grandview has determined that approving said Interlocal Cooperation Agreement with the City of Sunnyside for Emergency Medical Transport Services is in the best interest of the residents of the City of Grandview, and will promote the general health, safety and welfare,

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

The Mayor is hereby authorized to enter into an Interlocal Cooperation Agreement with the City of Sunnyside for Emergency Medical Transport Services in the form attached hereto and incorporated herein by this reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 22, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF SUNNYSIDE
and
THE CITY OF GRANDVIEW
for
EMERGENCY MEDICAL TRANSPORT SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT entered into this ____ day of ____ 2019, between the City of Sunnyside ("Sunnyside"), a Washington Municipal Corporation, and the City of Grandview ("Grandview"), a Washington Municipal Corporation, both located in Yakima County, as authorized by Chapter 39.34 of the Revised Code of Washington, for the provision of emergency medical transport services.

WHEREAS, Sunnyside is licensed by the State of Washington to provide emergency medical transport services to residents within Sunnyside and surrounding region pursuant to Yakima County EMS and Trauma Care Council guidelines; and

WHEREAS, Sunnyside complies with all federal, state and local laws and regulations to continually participate in Medicare, Medicaid, TRICARE, and other federal and state healthcare programs; and

WHEREAS, Grandview has a need for emergency medical transport services within its municipal boundaries; and

WHEREAS, Grandview will contribute financial support to Sunnyside to hire additional cross-trained staff to provide emergency medical transport services within its municipal boundaries; and

WHEREAS, Sunnyside and Grandview wish to enter into this Interlocal Cooperation Agreement for the provision of emergency medical transport services for calls for service originating from locations within Grandview's municipal boundaries.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follow:

1. **Purpose.** The purpose of this agreement is to allow Sunnyside to provide ambulance services within the Grandview city limits.

2. **Responsibilities of the City of Sunnyside.** Sunnyside shall provide twenty-four (24) hour per day ambulance service to the City of Grandview which will consist of a 12-hour shift stationed in Grandview and a 12-hour shift responding from Sunnyside. Sunnyside shall make available the necessary emergency medical transport vehicles (ambulances), equipment, and personnel to respond within Grandview to requests for emergency medical transport services. Sunnyside shall use all reasonable means to provide for a prompt response with

sufficient vehicles, equipment and personnel to respond to requests for emergency medical transport services and other fire department related emergencies as may be requested, provided services fall within the training, certification, and job description of its employee(s) and volunteer(s).

Sunnyside shall provide Grandview with a quarterly report on the first day of January, April, July and October of each year this agreement remains in effect. Each quarterly report will include the number of calls originating within Grandview.

3. **Responsibilities of the City of Grandview.** Grandview shall pay a monthly fee assessed by Sunnyside in the amount of \$10,880.00, to be used to support the cost of adding additional staff. Payment will be due and payable at the first of each month preceding services. Any payment not made by the 10th of each month shall incur a late fee of 1.5 percent per month interest until paid. Sunnyside shall provide a monthly courtesy statement to Grandview.

The monthly fee established herein is subject to change due to any increase or decrease in funding from outside sources.

The City of Grandview may provide suitable quarters for an ambulance and ambulance personnel at the City of Grandview Fire Department or other location as deemed appropriate by both parties for every hour that Grandview desires the presence of an ambulance and crew within its municipal boundaries. Said quarters, whether temporary or permanent in structure shall include fully furnished living area, bathroom facilities with showers, kitchen, and sleeping rooms as well as ample heated garage space for the apparatus and accompanying equipment. Quarters shall be approved by Sunnyside.

The parties understand that no such facility currently exists and that Grandview, if it desires 24-hour staffing of ambulance personnel, will have to locate a suitable location, design, and then remodel or build the facility. During the interim period, services will be provided as identified in Section 2.

4. **Cost of Service.** Until 24-hour staffing is established in Grandview for the calendar year 2019, the annual cost of service is \$602,565 as outlined in Exhibit "A" attached hereto and incorporated herein by reference. Said fee, and the fee assessed in each subsequent year of this Agreement, shall be paid in twelve monthly installments in accordance with Section 3 of this Agreement.

It is neither the intent of neither Sunnyside nor Grandview to annually negotiate the terms of this Agreement. The parties however recognize that the costs of services pursuant to this Agreement may change over time. In the event either Sunnyside or Grandview seek to change the fee assessed pursuant to this Agreement or the level of services, each party shall first notify the other in writing of its intent to do so, and of the reasons for the proposed change, no later than the first day of September the preceding year. If either party objects or for other reasons disagrees with the proposed change, the objecting party shall notify the initiating party in writing within thirty

(30) days after receiving notice. The parties shall undertake good faith efforts to resolve any dispute as to an increase or decrease in fees assessed pursuant to this Agreement. In the event the parties are not able to resolve their disagreement, said disagreement shall be resolved by way of binding arbitration to occur no later than the last day of November as set forth in Section 15 of this Agreement, provided that each party shall bear its own costs and the costs and fees of the arbitrator shall be shared equally by the parties. Any fee or service increase or decrease implemented pursuant to this Agreement shall become effective on the first day of January the subsequent year.

5. **Term.** This Agreement shall commence on the 1st day of January, 2019 and continue until December 31, 2024. This Agreement shall automatically renew for one additional five (5) year term after the initial term unless terminated by either party.

6. **Independent Contractor.** The parties intend that an independent contractor relationship be created by this Agreement. Nothing herein shall be construed to create an employer-employee or master-servant relationship. All services performed pursuant to this Agreement shall be performed by the City of Sunnyside as an independent contractor.

7. **Indemnification.** Sunnyside shall indemnify, defend, and hold harmless Grandview, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of Sunnyside, its officers, agents and employees, in the performance of the Agreement.

Grandview shall indemnify, defend, and hold harmless Sunnyside, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of Grandview, its officers, agents and employees, in the performance of the Agreement.

8. **Termination/Modification.** Any Party hereto may terminate this Agreement upon written notice either personally delivered or mailed postage-prepaid by certified mail not less than six months nor greater than 12 months.

9. **Termination for Breach.** This Agreement may be terminated by either Party for cause, provided that in the event of a breach, the non-breaching party shall give written notice to the breaching party stating specifically the provision of the Agreement alleged to have breached and the factual basis underlying the alleged breach. Within 30 days after the receipt of the notice, the breaching party shall:

- a. cure said breach; or
- b. contest the alleged breach.

Failure to cure the breach or contest the alleged breach within 30 days shall be deemed a material breach of this Agreement and shall enable the non-breaching party to unilaterally terminate this

Agreement upon written notice of termination via certified mail to the breaching party. Termination shall be effective upon receipt of said notice.

In the event of such termination Grandview shall pay Sunnyside for all services provided up to the date of termination. Sunnyside shall refund any payments made for services which have not been provided.

10. **Implementation.** The Chief Executive Officers of Sunnyside and Grandview will be jointly responsible for proper implementation of this Agreement.

11. **Interlocal Cooperation Act Provision.** Each party will use its own vehicles, equipment, inventory and personnel for their respective performances under the terms of this Agreement unless otherwise provided herein, which shall remain the sole property and responsibility of each respective party. All personnel utilized by Sunnyside and Grandview in the fulfillment of this Agreement shall be solely within the supervision, direction and control of the respective entity and shall not be construed as "loan servants" or employees of the other party. No special funds or budgets are anticipated, nor shall be created as a result of this Agreement. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of any real or personal property anticipated. The respective fire chiefs from the City of Sunnyside and City of Grandview shall cooperatively, through mutual agreement of both parties, determine appropriate response, operational, and related policies and procedures to automatically assist and facilitate the intent of this ILA through memorandum of understanding with notice to and consent from each City's respective administrator as listed in Section 12 of this Agreement. Such MOU may be periodically updated and amended as necessary to meet the public safety needs of each City without invalidating this Agreement.

12. The City of Sunnyside's City Manager along with the City of Grandview's City Administrator shall be designated as the Administrators of this Interlocal Cooperation Agreement.

A copy of this Agreement shall be filed with the Yakima County Auditor or posted upon the website of either of the entities in compliance with RCW 39.34.040.

13. **Anti-Discrimination.** The Parties agree that they shall not discriminate against any worker, employer, or applicant, or any member of the public or otherwise commit an unfair employment practice, as specified in Chapter 49.60 RCW.

14. **Notice.** All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return receipt requested, to the attention of the individual or position identified below. The Parties may, upon mutual agreement, determine to accept notice via email.

City of Sunnyside:
Martin Casey, City Manager, or successor
City of Sunnyside
818 East Edison Avenue
Sunnyside WA 98944
E-Mail: dday@sunnyside-wa.gov

City of Grandview
Cus Arteaga, City Administrator, or successor
City of Grandview
207 West Second Street
Grandview WA 98930
E-Mail: carteaga@grandview.wa.us

15. **Applicable Law/Dispute Resolution.** This Agreement is governed, construed and enforced in accordance with the laws of the State of Washington. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event the dispute is not resolved, it shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); and venue shall be placed in Yakima County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

16. **Non-Waiver.** Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice to the party's right to require strict performance of the same provision or any other provision in the future.

17. **Entire Agreement/Modification.** This Agreement contains all the terms and conditions agreed to by the Parties. All items incorporated by reference are attached. No other understanding, verbal or otherwise, in regard to the subject matter of this Agreement shall be deemed to exist. Any modification of this Agreement shall be in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the Parties have executed this Agreement by the duly authorized officers on the day and year first written above.

CITY OF SUNNYSIDE

CITY OF GRANDVIEW

By: _____
Martin Casey, City Manager

By: _____
Mayor Gloria Mendoza

ATTEST:

ATTEST:

Jacqueline Renteria, City Clerk

Anita Palacios, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM:

Kerr Law Group
Attorneys for the City of Sunnyside

Quinn Plant
Attorney for the City of Grandview

STATE OF WASHINGTON)

:ss

County of Yakima)

On this day personally appeared before me MARTIN CASEY, City Manager for the City of Sunnyside, to be known to be the individual in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____ 2019.

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires _____

STATE OF WASHINGTON)

:ss

County of Yakima)

On this day personally appeared before me Gloria Mendoza, Mayor for the City of Grandview, to be known to be the individual in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this ____ day of _____ 2019.

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires _____