

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, JUNE 11, 2019**



**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. Ordinance permitting commercial/downtown business establishments to use public sidewalks as a seating area, and adding a new chapter to the Grandview Municipal Code entitled 12.10-Obstructing Streets and Sidewalks 1-10
  - B. Resolution authorizing the Mayor to sign an Equipment Maintenance Agreement with Benton County 11-18
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

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

**ITEM TITLE**

Ordinance permitting commercial/downtown business establishments to use public sidewalks as a seating area, and adding a new chapter to the Grandview Municipal Code entitled 12.10–Obstructing Streets and Sidewalks

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

**AGENDA DATE:** June 11, 2019

**DEPARTMENT**

Legal

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

**DEPARTMENT DIRECTOR REVIEW**

**CITY ADMINISTRATOR**

**MAYOR**

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

At the May 14, 2019 C.O.W. meeting, Humberto Rodriguez on behalf of the following downtown businesses: Casa de Vino, El Camprestre, Javi's Chicken, Casa Tequila and The Happy Watermelon, presented a formal request that the City grant permission to downtown restaurants/taverns/eateries the use of sidewalk seating. He explained that sidewalk usage would create a more approachable and engaging environment in the downtown corridor and better appeal to potential customers as well as offer an inviting atmosphere for economic growth in the community. The City would simply have to make sure businesses were following guidelines that would not cause the City to violate the Americans with Disabilities Act. He presented a sample ordinance from the City of Prosser.

Following his presentation, the C.O.W. directed the City Attorney to draft an ordinance providing for sidewalk use by downtown establishments for consideration at the May 28, 2019 C.O.W. meeting.

**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.

A draft ordinance was presented at the May 28, 2019 meeting and following discussion, the C.O.W. tabled the ordinance and directed staff to research a fee, permit application and enforcement.

The following cities have sidewalk use permit fees: Prosser \$50, Sunnyside \$200 and Yakima \$50. Staff recommended the City of Grandview implement a \$50 permit fee. Also attached is a draft application. In addition, the City Attorney revised the ordinance to provide for enforcement.

**ACTION PROPOSED**

Move an ordinance permitting commercial/downtown business establishments to use public sidewalks as a seating area, and adding a new chapter to the Grandview Municipal Code entitled 12.10–Obstructing Streets and Sidewalks to a regular Council meeting for consideration.

ORDINANCE NO. 2019-\_\_\_\_

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
PERMITTING COMMERCIAL/DOWNTOWN BUSINESS ESTABLISHMENTS  
TO USE PUBLIC SIDEWALKS AS A SEATING AREA, AND ADDING  
A NEW CHAPTER TO THE GRANDVIEW CITY CODE ENTITLED  
12.10–OBSTRUCTING STREETS AND SIDEWALKS**

**WHEREAS**, there has been increased interest in the use of public places in the City for the purpose of locating and operating sidewalk cafes; and

**WHEREAS**, the City Council finds that it is desirable to allow these types of uses on public places within the City if appropriately regulated so as not to create a public nuisance or a public safety hazard; and

**WHEREAS**, in order to allow these types of uses in public places in a manner that does not create a public nuisance or public safety hazard, it is appropriate to add to the Grandview City Code provisions relating to public streets and sidewalks.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON DO ORDAIN AS FOLLOWS:**

Section 1. A new Chapter 12.10 of the Grandview Municipal Code, entitled "Obstructing Streets and Sidewalks" is hereby adopted to read as follows:

**Sections**

- 12.10.010**    **Objects obstructing pedestrian use of sidewalks prohibited—  
Exceptions.**
- 12.10.020**    **Objects obstructing use of street and alleys prohibited.**
- 12.10.030**    **Violations - Penalties.**

**12.10.010 Objects obstructing pedestrian use of sidewalks prohibited—  
Exceptions.**

Except for objects placed by the City of Grandview, it is unlawful for any person, persons, firm, company or corporation to place any stick, pole, post, stone, box or any other article of whatsoever kind or character, upon or across any of the sidewalks of the city in such a manner as to obstruct the free and unobstructed use of the sidewalks for pedestrians traveling or desiring to travel the same, except as provided as follows:

A. The city may allow charitable or nonprofit organizations to place flowerpots, benches, bicycle racks or other objects similarly intended to promote the public welfare or intended to beautify the city on the sidewalk or pedestrian right-of-way; provided, that such objects would not cause the city to violate the Americans with Disabilities Act.

B. Building owners or business owners hereby permitted to use a portion of city sidewalks or city-owned pedestrian right-of-way abutting their building or business establishment in the Central Business Overlay District zone of the City of Grandview subject to the following standards:

1. Usage shall be restricted to the area closest to the exterior wall of the business and shall be situated such that there is unobstructed pedestrian walkway meeting Americans with Disabilities Act requirements and standards between the usage area and the adjacent street. All usages permitted hereunder shall, at all times, leave a minimum of four feet of unobstructed sidewalk area between all other objects obstructing the sidewalk including but not limited to light poles, garbage cans, and the front bumpers of any parked cars.
2. No usage shall be allowed which obstructs the entrance or exit of the building.
3. No usage will be allowed in the public street or in any public parking place.
4. Usage shall not obstruct vehicular traffic sight distance triangle requirements or be located within five feet of a wheelchair ramp.
5. Placement of signs in the pedestrian right-of-way or upon sidewalks is not allowed by this section. But if such signs are allowed by Chapter 15.16, then they shall comply with the provisions of this section.
6. Except as permitted by this subsection, retail sales of goods shall not be allowed on the sidewalk or pedestrian right-of-way. The owner or manager of a business upon abutting property making retail sales to the public may display on a public sidewalk goods or wares that are being offered for sale inside the business. Sidewalk displays are subject to rules of the public works director, and the following criteria:
  - a. The location of the sidewalk display shall not reduce or obstruct pedestrian passage on the sidewalk to less than four feet to the nearest street trees, utility poles, traffic control signs and devices, parking meters, fire hydrants, buildings, parked vehicles, and other similar devices and structures. Furthermore, such placement shall be consistent with any applicable standards established by the Americans with Disabilities Act and shall not obstruct vehicular traffic or parking or the use of any crosswalk, wheelchair ramp, bus or taxi zone.

- b. The display must be as flush as reasonably possible against the building of the abutting property, must leave entrances and driveways clear, and may not extend more than four feet into the sidewalk.
  - c. The display must be removed during those hours that the business is closed. If the display is in place before sunrise or after sunset, the display must be lighted and readily visible to passing pedestrians on the sidewalk.
  - d. Sales of goods must occur on the abutting privately owned property.
  - e. The display may not contain liquor, tobacco, firearms, munitions, or any article which a minor is prohibited by law from purchasing, or any material restricted by the fire code adopted by the city from direct access or handling by the public.
  - f. The display must be removed any time the public works director, chief of police, code enforcement officer, fire code official, or other city official determines that a clear sidewalk is needed and requests removal for use of travel or transportation, street cleaning or maintenance, street utility work, a crowd control event or parade, or an emergency.
  - g. News racks, mailboxes, and drop boxes for delivery services are not subject to the restrictions in this subsection.
  - h. The city assumes no responsibility for the items on display, irrespective of whether the loss occurs through accident, collision, vandalism, theft or otherwise.
7. In consideration of the use of the sidewalk and pedestrian right-of-way as provided for in this section, all users agree to indemnify, defend, and hold harmless the City of Grandview from any and all liability occasioned by such use.
8. No person may operate a sidewalk cafe without a permit from the public works director as follows:
- a. Permit Application. An applicant must provide the following before a sidewalk cafe permit can be issued:
    - i. The anticipated periods of use during the year and the proposed hours of daily use, including Saturdays, Sundays, and holidays;

ii. Whether any liquor, as defined in RCW 66.04.010, will be sold or consumed in the area to be covered by the permit;

iii. Procure and maintain liability insurance naming the City of Grandview as additional insureds in the amount of one million dollars;

iv. Payment of an annual nonrefundable permit application fee in the amount of \$50.00; and

v. Such permit shall be valid from the date issued and shall expire on December 31<sup>st</sup> of the year issued.

b. Terms and Conditions.

i. The public works director may issue a permit for use of a sidewalk for sidewalk cafe purposes in the event and to the extent that he or she determines that:

(A) The applicant is the owner or occupant of the abutting property and operates a cafe, restaurant, or tavern thereon;

(B) The location of the sidewalk cafe shall not reduce or obstruct pedestrian passage on the sidewalk to less than four feet to the nearest street trees, utility poles, traffic control signs and devices, parking meters, fire hydrants, buildings, parked vehicles, and other similar devices and structures. Furthermore, such placement shall be consistent with any applicable standards established by the Americans with Disabilities Act and shall not obstruct vehicular traffic or parking or the use of any crosswalk, wheelchair ramp, bus or taxi zone; and

(C) The proposed sidewalk cafe area is included within a food-service establishment permit issued by the applicable authorities.

ii. The public works director may include such terms and conditions in the permit as the public works director may deem appropriate, including but not limited to:

(A) Restrictions as to the number and placement of tables and chairs and as to the hours and dates of use;

(B) A requirement that the area be cleared when not in use as a sidewalk cafe, or upon the order of the public works director or other appropriate city officer such as the chief of police or fire code official or their authorized representatives;

(C) Provisions that the permittees shall maintain the sidewalk in a clean and safe condition for pedestrian travel;

(D) A requirement that the applicant clear the sidewalk as may be necessary to accommodate deliveries to abutting or other nearby properties;

(E) Regulations upon lighting and illumination of the sidewalk cafe, limitations upon noise, and restrictions upon the placement of furniture or equipment used in connection with the sidewalk cafe;

(F) If the sidewalk cafe causes a change in pedestrian travel patterns, appropriate modifications to the sidewalk in the immediate vicinity in order to accommodate the change or to assure compliance with the federal Americans with Disabilities Act;

(G) Restoration of the sidewalk upon completion of the use.

iii. Unless expressly authorized by the public works director, no pavement shall be broken, no sidewalk surface disturbed, and no permanent fixture of any kind shall be installed in or on sidewalk area in connection with a sidewalk cafe.

iv. The public works director may suspend or revoke the permission granted if an applicant violates this chapter, any implementing rules, the terms and conditions of the permit, or if permittee fails to regulate the conduct of his or her customers in such a manner that the sidewalk café interferes with adjacent businesses or the peaceful use and enjoyment of the immediate surrounding vicinity.

v. Liquor. Liquor, as defined in RCW 66.04.010, as now existing or hereinafter amended, may be used and sold at a sidewalk cafe when authorized in both the use permit and provided for in this chapter and by permit of the Washington State Liquor Control Board, and not otherwise.

c. Sidewalk Condition. The applicant shall comply with the terms and conditions of the sidewalk café permit issued, shall maintain the sidewalk in a clean and safe condition for pedestrian travel, and shall clear the sidewalk area when ordered to do so by the public works director or other appropriate city officer such as the chief of police, fire code official or their authorized representatives.

9. The following items may not be placed on the sidewalk or pedestrian right-of-way:

a. Except for news racks, vending machines.

b. Except as permitted by Chapter 15.16, Signs.

c. Any items which would constitute a nuisance under state law or under an ordinance of the City of Grandview.

d. Any item prohibited by state law or regulation from being visible to the public from a public right-of-way.

e. Any item which is defined as hazardous or as hazardous waste by state law or regulations.

f. Anything which is injurious to the public health.

10. The city may remove any object which is placed upon the pedestrian right-of-way or upon a sidewalk in violation of this section. The provisions of this section shall not be construed to provide owners of buildings or owners of businesses with any property right to use a portion of the sidewalk or the pedestrian right-of-way. The City of Grandview expressly reserves the right to amend this section to restrict the use of the sidewalk or the pedestrian right-of-way or to prohibit use of the sidewalk or pedestrian right-of-way allowed by this section.



**12.10.020 Objects obstructing use of streets and alleys prohibited.**

It is unlawful for any person, persons, firms, companies or corporations to place any fence, stick, pole, post, box, glass, crockery, tin cans or any other substance of whatever kind or character in, on, across or through any of the public streets and alleys of the city in any way or manner to obstruct the free use of the streets and alleys for the purpose for which they were dedicated to the public.

**12.10.030 Violations - Penalties.**

Violations of this Chapter shall constitute a public nuisance and may be enforced pursuant to Chapter 15.72 of the Grandview Municipal Code.

Section 2. Except as set forth herein, all other provisions of the Grandview Municipal Code remain unchanged.

Section 3. This ordinance shall be in full force and effect five days after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2019.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**PUBLICATION:**

**EFFECTIVE:**



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(FOR OFFICIAL USE ONLY)

APPROVED BY:    Public Works Director    Yes \_\_\_\_\_ No \_\_\_\_\_    Initial \_\_\_\_\_  
                         Building Official        Yes \_\_\_\_\_ No \_\_\_\_\_    Initial \_\_\_\_\_  
                         Police Chief                                Yes \_\_\_\_\_ No \_\_\_\_\_    Initial \_\_\_\_\_  
                         Fire Chief                                    Yes \_\_\_\_\_ No \_\_\_\_\_    Initial \_\_\_\_\_

PERMIT DETAINED/DENIED FOR THE FOLLOWING REASONS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

RECOMMENDED APPROVAL WITH THE FOLLOWING CONDITIONS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Application Fee: \$50.00    Paid: Date \_\_\_\_\_    Initial \_\_\_\_\_

Proof of Liability Insurance (\$1 million): Yes \_\_\_\_\_ No \_\_\_\_\_    Initial \_\_\_\_\_ (Attach copy)

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

**ITEM TITLE**

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

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

**AGENDA DATE:** June 11, 2019

**DEPARTMENT**

Fire Department

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

**DEPARTMENT DIRECTOR REVIEW**

Pat Mason, Fire Chief

*Pat Mason*

**CITY ADMINISTRATOR**

**MAYOR**

*C. Lutz*

*Stefan Mendoza*

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

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

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

I was recently approached by Benton County Department of Public Works with a request to renew this agreement. The current agreement we have in place expired December 31, 2018. The new agreement would be for 2019 and 2020. The agreement has been reviewed by City Attorney Plant Quinn, City Clerk Anita Palacios and myself. The 2019 rates would be \$118.45 per hour plus parts. The hourly rates for 2020 will be set by the Board of Benton County Commissioners in January of 2020, so they are not spelled out in the agreement.

**ACTION PROPOSED**

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

**RESOLUTION NO. 2019-\_\_\_\_**

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

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

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

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

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

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

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**EQUIPMENT MAINTENANCE AGREEMENT**

**By and Between  
BENTON COUNTY  
and  
CITY OF GRANDVIEW  
2019-2020**

This AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, between City of Grandview (hereinafter referred to as CITY) and Benton County (hereinafter referred to as BC) collectively hereinafter referred to as the "PARTIES".

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

**WITNESSETH:**

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

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

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

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

**SECTION I**

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

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

1. Lubricants, fluids and filters
2. Brakes
3. Electrical systems
4. Mufflers and exhaust systems
5. Engine blocks and heads
6. Alternators, starters, air compressors and other engine components
7. Transmissions, drive trains and differentials, alignment, steering and suspensions
8. Controls, gauges and interiors
9. Chassis repairs including paint

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

## **SECTION II**

### **BC Emergency Service and Assistance for Disabled CITY Vehicles**

- A. BC will provide a service vehicle, equipment, and manpower to respond to emergency calls for a disabled CITY vehicle covered by this agreement as identified by the CITY designee. The BC and CITY designees will coordinate in-field, outsourced or PSF or KSF service and repairs depending upon PSF or KSF availability and the location of the disabled vehicle.
- B. CITY vehicles will receive equal response for emergency calls, to include (outsourced) towing where necessary, with other vehicles in the BC fleet. Such services will generally be available at the PSF and KSF during normal working hours. Normal working hours are from 6:30 a.m. to 3:00 p.m. during regularly scheduled workdays. However, PSF and KSF hours of operation are at the discretion of BC.
- C. BC shall provide comparable service to both BC and CITY fleets. In the event that BC is unable to respond to a CITY emergency call, the BC and CITY designees will coordinate to outsource to reliable alternative service at the request of the CITY designee. If BC is unable to respond to the emergency call for the disabled CITY vehicle, CITY will secure such emergency services on its own from a source of its own choosing.
- D. BC shall extend to CITY priority service in performance of all work under this agreement to the extent that such priority service does not adversely affect work and service to be performed on the BC fleet, or any other performance required pursuant to law or agreement.

- E. Emergency service calls will be billed at the rates specified in Section IV below.

### **SECTION III**

#### **Consideration of CITY Services to BC**

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

### **SECTION IV**

#### **Rates, Charges and Billings**

- A. BC will bill, and CITY will pay as follows:
1. **Hourly Rate for Service:** Shop rates will be set based on wages, benefits, and overhead costs, and approved by the Board of Benton County Commissioners annually.
  2. **Overtime:** Shop rates for work done outside regular working hours will be paid at the labor cost for the shop employee at time and a half or double time per hour, according to the CBA, plus the overhead cost per hour. No additional benefit cost will be charged.
  3. **Service Call Outs:** In addition to the hourly service rate (see 1. and 2. above), equipment rental for the service vehicle used by BC shall be invoiced at the current rental rate.
  4. **Parts/Fluids/Lubricants:** In addition to the product cost, a twenty-five percent (25%) markup will be assessed on all billings for all parts, fluids and lubricants between \$0 and \$250.00 purchased by BC and supplied to CITY. A five percent (5%) markup will be assessed on all billings for parts, fluids and lubricants above \$250.00 purchased by BC and supplied to CITY. No fees will be charged for parts purchased by CITY and delivered to the PSF or KSF.
- B. At the end of each month BC shall deliver to CITY an itemized invoice showing all work performed. The invoice shall list the amount owing for each vehicle serviced by BC and applicable Washington State tax will be charged. CITY shall make payment in full in its normal course of business during the month following the billing.



**SECTION V**  
**Liability, Insurance and Hold Harmless Agreement**

- A. CITY shall hold harmless, indemnify and defend BC, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Agreement, or caused or occasioned in whole or in part by reason of the presence of CITY or its subcontractors or their property upon or in the proximity of the property of the County. This indemnification shall be effective regardless of whether or not CITY's act or omission caused, in whole or in part, the claims, damages, losses or expenses, and shall be effective even if the claims, damages, losses or expense are caused by the sole negligence of BC or by the concurrent negligence of BC.

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

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

- B. BC shall not be held liable for damage caused by vandalism, theft, or accidental damage caused to any CITY property when equipment repair/service is completed, and CITY has requested the vehicle be parked outside the facility gates for pickup.
- C. BC participates in a self-insurance liability pool and CITY is insured by Washington Cities Insurance Authority. The parties further agree that when a claim arises, they will work with their respective insurers to determine 1<sup>st</sup> and 2<sup>nd</sup> position in coverage. CITY will provide evidence of coverage to BC from their insurance management agency or private insurer on an annual basis and such coverage should name BC as an additional insured for activities related to the PSF and KSF operations.
- D. BC and CITY shall obtain and keep in force, during the full term of this agreement, the following insurance coverage:
1. Evidence of coverage for General Liability to include Bodily Injury/Property Damage and Personal Injury/Advertising Injury for minimum limits of:

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

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

2. A letter of Evidence of Coverage shall be provided by each entity within two (2) weeks after the execution of this agreement evidencing proof of coverages in accordance with this contract.
- E. BC and CITY insurers shall agree to provide a thirty-day (30) written notice of cancellation or substantial change in coverage if such a change occurs.
- F. CITY, its employees, agents, and representatives are not employees, agents, or representatives of BC.

#### **SECTION VI**

##### **Termination, Renegotiation, and Continuation of Term of Agreement**

- A. This contract may be terminated at any time by either party upon the service of notice of intent to terminate not later than thirty (30) days prior to the desired date of termination.
- B. No amendment or modification shall be made to this Agreement, unless set forth in written amendment signed by both parties.
- C. The term of this Agreement shall be from the date last signed until December 31, 2020.

#### **SECTION VII**

##### **Contract Administration**

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

##### **For Benton County**

Administrator: Public Works Administrator

Designee: Fleet Superintendent

Phone: 509-786-5611 (Prosser); 509-736-3084 (Tri-Cities)

##### **For City of Grandview**

Administrator: Fire Chief

Designee: Fire Chief

Phone: 509-882-9224

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

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

**SECTION VIII**  
**Execution**

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

For Benton County

For City of Grandview

\_\_\_\_\_  
Chairman  
Board of County Commissioners

\_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Date \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of the Board

Approved as to form:

Approved as to form:

 5/2/19  
\_\_\_\_\_  
Deputy Prosecuting Attorney Date

\_\_\_\_\_  
Legal Counsel Date