

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, JULY 23, 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. Letter of Intent and Petition for Annexation & Rezone – John & Jacque LaFever – Parcel No. 230927-14411 Sandhill Road/Monty Python Lane, Grandview, WA 1-6
 - B. Resolution accepting the Museum Building Reroof as complete 7-13
 - C. Interlocal Cooperation Agreement between the City of Sunnyside and the City of Grandview for Emergency Medical Transport Services 14-23
 - D. Annual Fire Truck Maintenance Servicing (tabled from June 11, 2019 C.O.W. meeting) 24
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

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

ITEM TITLE:

Letter of Intent and Petition for Annexation & Rezone –
John & Jacque LaFever – Parcel No. 230927-14411
Sand Hill Road/Monty Python Lane, Grandview, WA

AGENDA NO. New Business 4 (A)

AGENDA DATE: July 23, 2019

DEPARTMENT

Planning

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

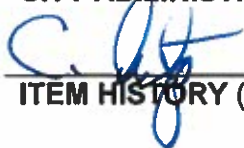
DEPARTMENT DIRECTOR REVIEW

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 John and Jacque LaFever to annex Parcel No. 230927-14411 located adjacent to Sand Hill Road and Monty Python Lane, Grandview, Washington, to the City of Grandview. Currently, Mr. and Mrs. LaFever own Parcel No. 230927-14444 which is inside City limits and the adjacent Parcel No. 230927-14411 which is outside City limits, copies of maps attached. Parcel No. 230917-14411 is currently undeveloped land. 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 R-1 Low Density Residential zoning designation 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 John and Jacque LaFever, require the simultaneous adoption of zoning regulations consistent with the Urban Growth Area Future Land Use Designations: R-1 Low Density Residential, 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.

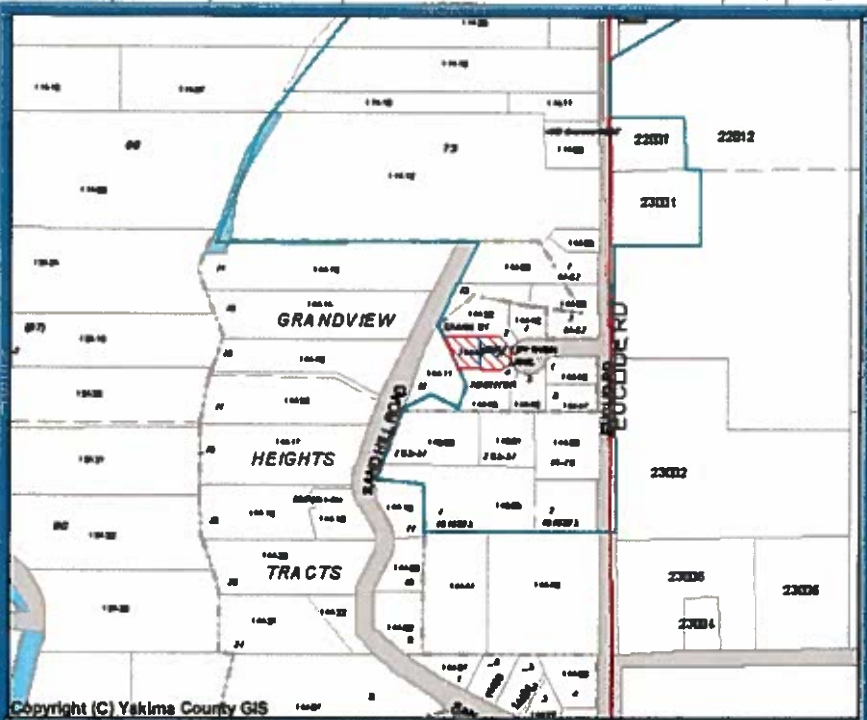
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 Yakima County GIS
 Yakima County


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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 = 400 ft.

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


MapSize: Small (800x800)

Maps brought to you by:

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

One Inch = 400 Feet
 Feet 200 400 600

PROPERTY PHOTOS: 1		PROPERTY INFORMATION AS OF 7/15/2019 11:01:58 PM							PRINTING		
		Parcel Address:		1005 MONTY PYTHON, GRANDVIEW ,WA 98930					Printer-Friendly Page		
		Parcel Owner(s):		JOHN P & JACQUE C LA FEVER							
		Parcel Number:		23092714444		Parcel Size:		0.33 Acre(s)			
		Property Use:		11 Single Unit							
TAX AND ASSESSMENT INFORMATION									Detailed Report		
Tax Code Area (TCA):		440		Tax Year:		2019					
Improvement Value:		\$200600		Land Value:		\$29100				Print Detailed MAP	
CurrentUse Value:		\$0		CurrentUse Improvement:		\$0					
New Construction:		\$0		Total Assessed Value:		\$229700					
RESIDENTIAL INFORMATION									SECTION MAPS		
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsmt/att/bilin)	Carport	Section Map 1in=400ft	
GOOD	1987	2.00	1356	744	0/0	3	2/0/1	3/726/0			
SALE INFORMATION									Qtr SECTION MAPS		
Excise	Sale Date	Sale Price	Grantor	Portion					NW-Qtr 1"=200ft	NE-Qtr 1"=200ft	
No Sales Information Found.									SW-Qtr 1"=200ft	SE-Qtr 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 email us .											

OVERLAY INFORMATION			
Zoning:		Jurisdiction:	Grandview
Urban Growth Area:	Grandview	Future Landuse Designation:	Urban (City Limits) (Yakima County Plan 2015)
FEMA 100 Year:	FEMA Map	FIRM Panel Number:	53077C2281D
		Download Map	
LOCATION INFORMATION			
+ Latitude:46° 14' 19.953"		+ Longitude:-119° 55' 00.948"	
		Range:23	Township:09 Section:27
Narrative Description: CAMELOT ADD: LOT 3			
DISCLAIMER			
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION			

**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).

See attached map. JPL

We are requesting City Council consideration of our request and are asking that the above property as R1 residential zone.

OWNER'S SIGNATURE: John Phillip Lafever DATE: 4 July 2019
OWNER'S SIGNATURE: Jacque C Lafever DATE: 4 July 2010
PRINTED NAME: John Phillip Lafever Jacque C Lafever
MAILING ADDRESS: 1005 Monty Python Grandview, WA 98930
TELEPHONE NO.: 509 882 4577
PARCEL NO.: 2309 27144 11 *see attached map*
PROPERTY LEGAL DESCRIPTION:

**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).

SEE ATTACHED MAP

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 residential.

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 R1, 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: John Phillip Intern DATE: 4 July 2019

OWNER'S SIGNATURE: Jacques LaFever DATE: _____

PRINTED NAME: John Phillip LaFever Jacques C LaFever

MAILING ADDRESS: 1005 Monty Python Grandview WA 98930


TELEPHONE NO.: 509 882 4577

PARCEL NO.: 23092714411 see attached map

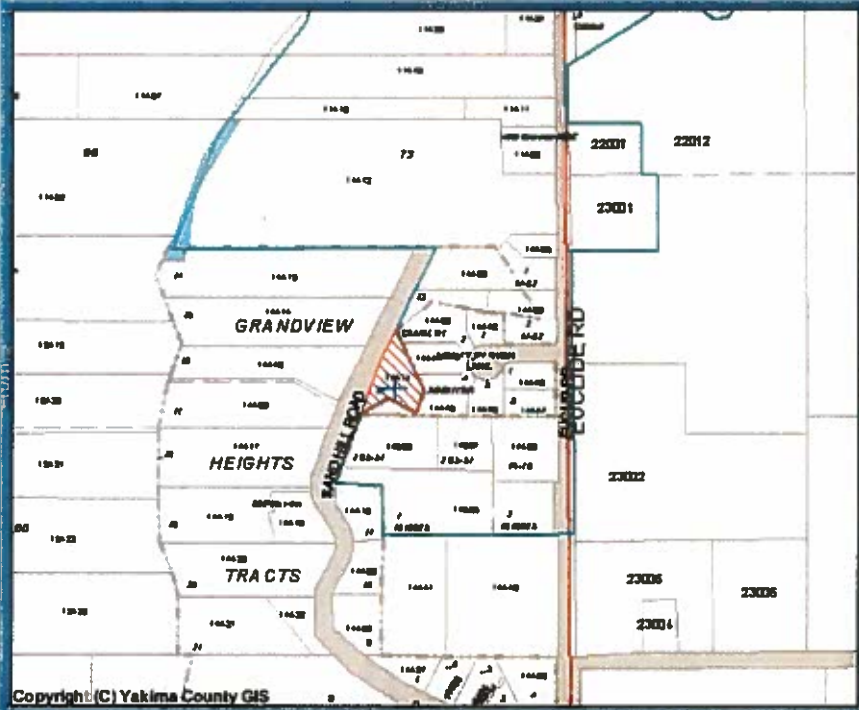
PROPERTY LEGAL DESCRIPTION:

Yakima County GIS - Washington
Land Information Portal

Yakima County Assessor
 Yakima County GIS
 Yakima County


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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 = 400 ft.

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

MapSize: Small (800x600)

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Easting(N) : Northing(N)
 Longitude(W) : Latitude(N)

Click Map to: [Get Information](#)

One Inch = 400 Feet
 Feet 200 400 600

PROPERTY PHOTOS		PROPERTY INFORMATION AS OF 7/15/2019 11:01:56 PM						PRINTING		
		Parcel Address:		UN-ASSIGNED, WA				Printer-Friendly Page		
		Parcel Owner(s):		JOHN P & JACQUE C LA FEVER						
		Parcel Number:		23092714411	Parcel Size:		0.45 Acre(s)		Detailed Report	
		Property Use:		91 Undeveloped Land						
		TAX AND ASSESSMENT INFORMATION						Print Detailed MAP		
Tax Code Area (TCA):		440	Tax Year:		2019					
Improvement Value:		\$0	Land Value:		\$11700					
Current Use Value:		\$0	Current Use Improvement:		\$0					
New Construction:		\$0	Total Assessed Value:		\$11700					
RESIDENTIAL INFORMATION								SECTION MAPS		
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsmt/att/btln)	Carport	Section Map 1in=400ft
No Residence Information Found.										
SALE INFORMATION								Qtr SECTION MAPS		
Excise	Sale Date	Sale Price	Grantor	Portion				NW-Qtr 1"=200ft NE-Qtr 1"=200ft SW-Qtr 1"=200ft SE-Qtr 1"=200ft		
No Sales Information Found.										
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 email us.										

OVERLAY INFORMATION			
Zoning:	R-1	Jurisdiction:	County
Urban Growth Area:	Grandview	Future Landuse Designation:	Urban Residential (Yakima County Plan 2016)
FEMA 100 Year:	FEMA Map	FIRM Panel Number:	53077C2281D
Download Map			
LOCATION INFORMATION			
+ Latitude: 48° 14' 19.129"	+ Longitude: -119° 55' 02.678"	Range: 23	Township: 09 Section: 27
Narrative Description: GRANDVIEW HEIGHTS TRACTS: LOT 12			
DISCLAIMER			
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION			

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

ITEM TITLE

Resolution accepting the Museum Building Reroof as complete

AGENDA NO.: New Business 4 (B)

AGENDA DATE: July 23, 2019

DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

N/A

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director

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.

Bestebreur Bros. Construction, Inc., has completed the Museum Building Reroof. Staff recommends Council accept the project as complete once the requirements in the July 17, 2019 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

ACTION PROPOSED

Move a resolution accepting the Museum Building Reroof as complete to a regular Council meeting agenda for consideration.

July 17, 2019

City of Grandview
207 West Second Avenue
Grandview, WA 98930

Attn: Mr. Cus Arteaga
City Administrator / Public Works Director

Re: City of Grandview
MUSEUM BUILDING REROOF
HLA Project No.: 19007R
Final Progress Estimate and Project Acceptance

Dear Cus:

Enclosed is Progress Estimate No. 1 designated as the Final for work performed by Bestebreur Bros. Construction, Inc., through July 3, 2019, in connection with their contract on the above referenced project. The amount due the Contractor of \$55,136.91 is net after retainage, as per the contract documents. We recommend this Final Progress Estimate be considered and accepted by the Grandview City Council.

This letter also serves as our recommendation for acceptance of this project by the City of Grandview. We have reviewed the work performed by Bestebreur Bros. Construction, Inc., on this project and believe it has been completed satisfactorily. Please provide us a copy of the Council resolution authorizing project acceptance.

Enclosed for your action is the "Notice of Completion of Public Works Contract" to be completed and sent to the Department of Revenue, Department of Labor and Industries, and Employment Security Department in Olympia. Forward one (1) copy each of the Notice of Completion to the Department of Revenue, Department of Labor and Industries, and the Employment Security Department as soon as the Grandview City Council has accepted the project.

The retainage on this project in the amount of \$2,679.15 should be released to Bestebreur Bros. Construction, Inc., after acceptance of the project and when the following conditions have been satisfied:

1. There are no liens or claims for labor and materials furnished on this project filed against the retainage.
2. A full sixty (60) days have elapsed since the official acceptance of this project by the City of Grandview.
3. The City has received Notice of Completion clearance from the Department of Revenue, Department of Labor and Industries, and the Employment Security Department relative to this contract. Please provide a copy of each to our office.

4. The City has received the following from HLA Engineering and Land Surveying, Inc. (HLA):
 - a. HLA confirmed that all punch list items identified during the final walk-through inspection have been completed.
 - b. HLA will deliver two neatly marked 11"x17" sets, and one scanned emailed set of record drawings to the City of Grandview on July 18, 2019.
 - c. A notarized certificate from the Contractor which states that all labor and materials furnished on this project have been paid for is attached.
 - d. The required project labor and equal employment opportunity documents will be transmitted to the City of Grandview on July 18, 2019.

We would appreciate receiving a copy of your Council Resolution authorizing release of retainage.

Please contact this office if you have questions or if we may furnish additional information.

Very truly yours,



Justin L. Bellamy, PE

JLB/crf

Enclosures

Copy: Glenn Bestebreuer, Bestebreuer Bros. Construction, Inc. (Email)
Caroline Fitzsimmons, HLA


NOTARIZED STATEMENT

TO THE

City of Grandview

I hereby certify that

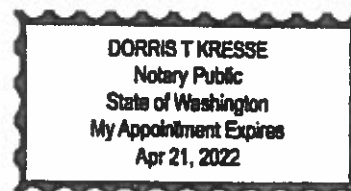
- a) All materials and labor used and performed in the construction of the MUSEUM BUILDING REROOF – Project Number 19007R, for the City of Grandview, have been paid in full and there are no liens or other legal actions pending;
- b) Bestebreur Bros. Construction, Inc., has complied with the provisions of Section 1-07.19 (Gratuities) of the Standard Specifications; and
- c) All industrial insurance premiums, as required under RCW 51.12.050 (Public Works) and RCW 51.12.070 (work done by contract) have been paid.


by 

GLENN M. BESTEBREUR
Name and Title (Please print or type)

Bestebreur Bros. Construction, Inc.
Contractor

STATE OF Washington)
COUNTY OF Yakima) SS



SIGNED AND SWORN TO (OR AFFIRMED) BEFORE ME ON July 12, 2019
BY ~~Glenn M. Bestebreur~~ 
(Signature)

Notary Public Printed Name: Dorris T. Kresse
My Appointment Expires: April 21, 2022

(Please return completed CERTIFICATION form to HLA)

City of Grandview
207 West Second Avenue
Grandview, WA 98930

MUSEUM BUILDING REROOF

HLA Project No.: 19007R

TO: Bestebreur Bros. Construction, Inc.
P.O. Box 612
Grandview, WA 98930

Progress Estimate No.: 1 AND FINAL

Date: July 3, 2019

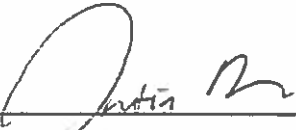
Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 1 Quantity	Quantity to Date	Amount	Contract Quantity
1	Minor Change	FA	EST	\$2,000.00	0.00	0.00	\$0.00	0%
2	Mobilization	LS	1	\$3,500.00	100%	100%	\$3,500.00	100%
3	Building Reroof, Complete	LS	1	\$38,153.00	100%	100%	\$38,153.00	100%
BASE BID SUBTOTAL							\$41,653.00	
ADDITIVE BID ITEM								
4	Remove and Dispose of Existing Roofing, Complete	LS	1	\$11,930.00	100%	100%	\$11,930.00	100%
ADDITIVE BID ITEM SUBTOTAL							\$11,930.00	
SUBTOTAL, WORK TO DATE							\$53,583.00	
PLUS MATERIALS ON HAND							\$0.00	
SUBTOTAL AMOUNTS							\$53,583.00	
7.8% STATE SALES TAX							\$4,233.08	
TOTAL							\$57,816.08	
LESS TOTAL RETAINAGE							\$2,679.15	
LESS AMOUNTS PREVIOUSLY PAID							\$0.00	
AMOUNT NOW DUE							\$55,136.91	

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 1 Quantity	Quantity to Date	Amount	Contract Quantity
----------	-------------	------	-------------------	------------	---------------------	------------------	--------	-------------------

Progress Estimate No. 1 \$ 55,136.91

Retainage: 2,679.15

I hereby certify that the foregoing is a true and correct statement of the work performed under this Contract.


Justin L. Bellamy, PE

ACCEPTED:

I hereby accept the Final Progress Estimate and Final Contract Voucher Certification, in accordance with Section 1-09.9 of the WSDOT Standard Specifications.


Bestebreur Bros. Construction, Inc.

7-12-2019
Date:

RESOLUTION NO. 2019-__

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE MUSEUM BUILDING REROOF AS COMPLETE**

WHEREAS, the City contracted with Bestebreur Bros. Construction, Inc., to perform work for the Museum Building Reroof; and,

WHEREAS, the City's Public Works Director has determined that the work performed by Bestebreur Bros. Construction, Inc., on this project is complete and ready for final acceptance by the City Council,

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

The City of Grandview accepts the Museum Building Reroof as complete and authorizes staff to release the retainage to Bestebreur Bros. Construction, Inc., once the conditions in the July 17, 2019 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Memorandum

To: Mayor & Council

From: Cus Arteaga, ^{ck}City Administrator/Public Works Director

Date: July 18, 2019

Re: Interlocal Cooperation Agreement between the City of Sunnyside and the City of Grandview for Emergency Medical Transport Services

On January 22, 2019, Council approved Resolution No. 2019-3 which approved an Interlocal Agreement with the City of Sunnyside for full time ambulance services. On July 18, 2019, Fire Chief Mason and I met with the Sunnyside City Manager and Fire Chief and we were presented with a copy of the agreement.

The changes on the agreement are as follows:

- Page 1 – They entered the date that Sunnyside City Council approved the agreement (July 8, 2019).
- Page 2 – They included the monthly fee of \$13,620 which is approximately \$2,820 more per month than the estimate a year ago.
- The total annual cost estimate is \$617,079.
- Page 3 – They included a start date of September 1, 2019.
- They included a revised Exhibit A outlining the annual cost estimate & revenue. This is a two-year proposal ending 2021.

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 8th day of July 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 \$13,620 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 \$617,079 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 1 day of Sept., 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: mcasey@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

CITY CONTRACT NO: A-2019-39
RESOLUTION NO: X
COUNCIL MTG: 07-08-19

:SS

)

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

Residing at

My Commission Expires

:SS

)

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

Residing at

My Commission Expires

EXHIBIT A

Proposal to provide ambulance transport service to City of Grandview

PROJECTED ANNUAL OPERATIONAL COST	Year 1	Year 2
<u>Annual Payroll:</u>		
Full-Time Salaries & Benefits (4 FTE using 2018 CBA step A in Year 1)	\$ 386,984	\$ 406,333
Part-Time / Reserve / Backfill Stipends & Benefits (Initiative 1433 compliant)	\$ 155,200	\$ 162,960
Unforeseen Overtime 1.5%	\$ 5,805	\$ 6,095
Subtotal Annual Payroll:	\$ 547,989	\$ 575,388
<u>Annual Professional Services:</u>		
Insurance - Personnel (included in payroll) / Vehicles under SFD umbrella	SFD	SFD
Legal Fees - TBD via Interlocal Agreement	TBD	TBD
DOH Ambulance Licensing Fees -	SFD	SFD
EMS Billing 458 Grandview calls (assumes 3.5% projected volume increase)	\$ 11,450	\$ 11,851
LVFD Dispatch Fees (4.6% annual increase)	\$ 24,050	\$ 25,156
Vehicle Maintenance Services	\$ 5,200	\$ 5,460
Annual DOT Physicals	\$ 810	\$ 910
Subtotal Annual Professional Services:	\$ 41,510	\$ 43,377
<u>Annual Training & Consumable Supplies</u>		
Personnel Uniforms (FTE & PT/Reserves/Backfill)	\$ 6,505	\$ 6,505
Annual NFPA / OSHA / EMS Training & ConEd	\$ 7,500	\$ 7,500
Zoll Maintenance Fees	\$ 1,100	\$ 1,100
Fuel & Oil	\$ 9,500	\$ 9,500
EMS Disposable Equipment	\$ 2,975	\$ 3,124
Subtotal Annual Training & Consumable Supplies:	\$ 27,580	\$ 27,729
TOTAL PROJECTED ANNUAL OPERATIONAL COSTS:	\$ 617,079	\$ 646,494
PROJECTED REVENUE & OFFSETS		
EMS Billing for estimated 800 calls in Region III @ \$189/each (3.5% volume)	\$ 151,200	\$ 156,492
YCOEMS Levy on estimated 672 calls	\$ 97,440	\$ 97,440
Subtotal Projected Revenue & Offsets	\$ 248,640	\$ 253,932
Projected Annual Net Cost:	\$ 368,439	\$ 392,562
Sunnyside Annual Share	\$ 205,000	\$ 205,000
Grandview Annual Share	\$ 163,439	\$ 187,562
:Grandview monthly breakdown remainder 2019 thru December 31, 2020	\$ 13,620	
:Grandview monthly breakdown January 1, 2021 thru December 31, 2021		\$ 15,630

GRANDVIEW FIRE DEPARTMENT

MEMORANDUM

TO: Mayor & Council
FROM: Pat Mason, Fire Chief
DATE: July 16, 2019
SUBJECT: Annual Fire Truck Maintenance Servicing

I have gathered some more information in regards to our conversation at the Committee-of-the-Whole meeting on June 11, 2019 about the agreement with the Benton County Maintenance Shop. Below is information on the average costs of working with Benton County as well as two other providers that can do the work here locally.

<u>Vendor</u>	<u>Average Annual Cost per Truck</u>	<u>Hourly Rate</u>
American Fleet Maintenance, LLC	\$1,400	\$125
Clyde's Custom Repair, LLC	\$650	\$75
Benton County Maintenance Shop	\$972	\$119

From a certification aspect, Clyde's Custom Repair does not have the ability to do as wide an assortment of repairs on the fire trucks as the other two Vendor's do. But he does possess the certifications to do the basic annual servicing of the vehicles that we need. With that in mind and based on pricing, it is my recommendation that we use Clyde's Custom Repair for our basic annual service and DOT inspection needs. We would then call upon American Fleet Maintenance for any additional certified work that we would need done or take the truck to a certified repair shop. And both Clyde's Custom Repair and American Fleet Maintenance would not require us to have a contract since they are privately owned companies. With these resources available to us, it is my recommendation that we do not pursue the contract with Benton County based on the language in the contract.

If you have any questions or need further information please let me know.

cc: Cus Arteaga, City Administrator