

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JUNE 28, 2016**



REGULAR MEETING – 7:00 PM

PAGE

1. CALL TO ORDER & ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. Yakima County Development Association – Jonathan Smith, President/CEO
- B. 2016 Yakima County Point in Time Homeless Count – Tim Sullivan w/YVCOG 1-5

4. PUBLIC COMMENT – The public may address the Council on items on the agenda.

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 June 14, 2016 Committee-of-the-Whole special meeting 6-10
- B. Minutes of the June 14, 2016 regular meeting 11-14
- C. Minutes of the June 21, 2016 Committee-of-the-Whole special meeting 15
- D. Payroll Electronic Fund Transfers (EFT) Nos. 5575-5579 in the amount of \$78,714.67
- E. Payroll Check Nos. 8888-8914 in the amount of \$80,881.41
- F. Payroll Direct Deposit 06/01/16 – 06/15/16 in the amount of \$92,880.14
- G. Claim Check Nos. 110753-110836 in the amount of \$428,885.72

6. ACTIVE AGENDA

- A. Resolution No. 2016-32 authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside and the City of Grandview for the housing of inmates 16-27

7. UNFINISHED AND NEW BUSINESS

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

9. MAYOR & COUNCILMEMBER MEETING REPORTS

10. ADJOURNMENT

Anita Palacios

From: Jessica Hansen <Jessica.Hansen@yvcog.org>
Sent: Tuesday, June 14, 2016 5:13 PM
To: Jessica Hansen
Cc: Larry Mattson; Tim Sullivan
Subject: Homeless - Point in Time Survey Results
Attachments: 2016 PIT Revised Press Release Story.docx

Dear Member Cities,

Please see attached the 2016 Point in Time Survey Press Release that gives the overall demographics of the homeless in our communities. We will be distributing this to the press tomorrow but wanted to give you, our members, a sneak peak of what will be published. We hope that this gives you the opportunity to review and prepare for any questions that results from this press release.

If you have any questions or if there is anything further that we can provide please contact Larry or Tim.

Thank you!

Best Regards,



Jessica Hansen

Office and Communication Specialist
Yakima Valley Conference of Governments
Phone: (509) 574-1550



2016 Yakima County Point in Time Homeless Count

The Point in Time count, also referred to as 'PIT' or simply "the count" is conducted annually throughout Yakima County during the last 10 days of January to estimate the number of people experiencing homelessness on a single night in our communities. The local PIT count is part of a nationwide data collection effort required by the Department of Housing and Urban Development (HUD).

Data collection for the PIT count comes from two sources: a Sheltered Count covering the homeless population staying in housing of various types that is dedicated to serving the homeless and an Outreach Count that attempts to reach the homeless or at risk wherever they may be located within the community.

The purpose of the Point in Time Survey is to determine the number of homeless individuals living in Yakima County on a given day. The Yakima Valley Conference of Governments is the lead agency in the County for conducting the annual homeless count. YVCOG reviews the results, identifies gaps in housing and services, and works with the Homeless Planning and Policy Committee to develop and update countywide plans to close the gaps.

The total number of unsheltered homeless individuals in our county is certainly higher than what is captured by the Outreach Count due to an avoidance of known locations, mistrust or hesitance regarding service providers and surveyors, unwillingness to respond, and many other factors. While the Count can provide the community with a useful description of our sheltered homeless population, it cannot capture the full picture of our unsheltered homeless.

The Numbers

Overall number of homeless is 580, down 16% over last year and falling below 600 for the first time. The decrease is believed to be related in part to an increase in the number of homeless moving out of shelter programs and into rental housing or permanent supportive housing. In 2016 168 individuals were housed in permanent supportive housing a 10% increase over 2015.

The chronic homeless are the more visible unsheltered homeless in communities and are typically the hardest to serve due to mental health, substance abuse or a physical disability that impacts their ability to gain or maintain stable housing. The number of chronic homeless in Yakima County has remained steady over the past four years with an average of 80 individuals. When asked about the location of their last permanent housing, 90% reported that it was in Yakima County indicating that the population is not transitory.

The age and disability status of the chronic homeless differ significantly from other homeless sub-populations. The chronic homeless are older in age with 86% over the age of 35. Six reported being over the age of 65 and none were children under the age of 18. As for the prevalence of Permanent Disabling Conditions, 67% reported having a permanent physical disability followed by 31% who reported a mental health disability. Only 18% reported a drug or alcohol disability which is lower than the four year average of 26%.

The highest concentrations of homeless are in the City of Yakima, with over 80% of the homeless population, followed by the Central Valley Communities of Toppenish and Wapato. One factor that

contributes to the higher Yakima number is that the City is the largest urban center in the County and has the majority of housing and service resources. A common misperception is that the homeless come from other communities. When asked where they lived before becoming homeless, 93% reported a city within Yakima County. Over the past four years the average rate has been 88%.

Another common perception is that persons from out of the area are released from correctional facilities or treatment programs into the community and become homeless. The 7% who reported from being outside the community were also asked if they had been released from an institution such as jail, treatment facility or hospital within the past year, and 74% reported no exits. Over the past four years the average rate has been 69%.

When comparing those who are in shelters or transitional housing to those who are unsheltered, a significant difference in population is presented. Those in shelters are typically families with very young children in contrast to the unsheltered who are older single adults or couples. Children in families make up 38% of the total sheltered count with 4 of the top 5 most frequently reported ages under 5 years. In contrast children do not make up a significant portion of the unsheltered population which was reported at 5%. No unaccompanied youth were surveyed or self-identified.

To compare, Homeless youth data from the Office of the Superintendent of Public Instruction reported 2,153 homeless youth in Yakima County school districts during the 2014-2015 school year, representing an almost 69% increase since the 2010-2011 season. Over 90 % of all homeless youth reported being unstably housed (living doubled up or in motels) and are in families rather than unaccompanied. This would indicate that, many families in Yakima County are in extreme poverty and receiving some form of housing assistance but are not considered literally homeless.

When asked about causes for homelessness, both the sheltered and unsheltered identified the same top four causes as unable to pay rent or mortgage, job loss, family crisis or breakup and alcohol or drug use. Two of the top four causes are directly related to economic issues and poverty (housing affordability and employment) while the other two are related to the impacts of economic stress (substance abuse and broken family relationships).

Other data and Observations

From local outreach workers and case manager interviews and observations, many of the homeless report not having family support systems and often create surrogate families with others who are experiencing homelessness. Pets also create important social connections for those who are homeless, providing companionship and emotional support.

The unsheltered homeless can qualify to receive rental subsidies to move into private rental market housing, but the path to housing has many barriers. Most landlords use common tenant screening procedures that screen out people with no income, no credit, no rental history or past criminal records, hindering their ability to rent. Landlords traditionally don't allow additional family or friends to double up in units or allow pets, creating difficult decisions when given a choice to be housed but lose their social emotional support system.

Other issues impacting the ability to rent units for the homeless are related to the availability and affordability of private market housing. Vacancy rates in Yakima County have been around 2% since 2012. When vacancy rates are at 2% or below it represents the amount of time a unit is off the market

as it is being prepared for the next waiting tenant to enter. The type of unit available can also impact a homeless person's ability to rent. Governmental housing subsidies have certain requirements that the unit size match the size of the household. The availability of studio and one bedroom units have decreased due to urban renewal and a desire for housing developers to build new 2-3 bedroom units that are more profitable.

Because of the tight demand for rental units the average rental cost has increased by up to \$100 over the same time period that vacancy rates have decreased. According to the 2015 Washington State Housing Needs Assessment by the Department of Commerce, households earning just 30% (\$15,960) of the median family income of \$53,200 face serious challenges in finding affordable housing when there are only 16 units that are affordable and available for every 100 of these households.

Housing is considered affordable when a household pays no more than 30% of its income for all housing costs. Households are considered cost burdened if they pay between 30%-50% of their income for housing expenses and are considered extremely cost burdened if they pay 50% or greater. 4,830 renter households in Yakima County are cost burdened and of that total 77% are considered severely cost burdened.

According to the 2016 Out of Reach report by the National Low Income Housing Alliance, Fair Market Rates for a two bedroom apartment are \$759 a month. The mean renters wage in Yakima County is \$10.47 making rent affordable at \$544 a month with a full-time job paying mean renter wage. A person working at minimum wage would have to work 56 hours a week to afford a two bedroom apartment at fair market rate in Yakima County.

Summary of issues and solutions

Overall homelessness is still declining in Yakima County but the number of chronically homeless has remained constant over the past few years. To impact this population the community needs to increase street outreach and implement more "Housing First" approaches. Housing First approaches are based on the concept that a homeless individual or household's first and primary need is to obtain stable housing, and that other issues that may affect the household can and should be addressed once housing is obtained. Communities also need to consider alternative housing models such as tiny housing communities, single room occupancy apartments or shared housing that is more affordable and better meets the housing needs of chronic homeless individuals.

Yakima County has a growing population of families with children who are in severe poverty rather than homeless. To better serve this population service providers need to reduce resources spent on under-housed families by replacing housing assistance with other less intensive diversion resources such as landlord mediation and limited term case management targeted only to the families with the highest vulnerability.

Yakima County is in a housing crisis as is the rest of the nation. Housing is not available or affordable to most low-income families or individuals and especially the unsheltered homeless. Local policy makers need to recognize this as a public crisis and develop communitywide plans. Plans need to include both public and private investment in creating more affordable housing stock through innovative funding mechanisms such as housing levies and "Pay for Success" models.

Finally, there are misperceptions and fear in our community that gets in the way of homelessness solutions. “There seems to be an urgency about addressing homelessness, but urgency hasn’t always led to lasting solutions. That may be less about resources than how people feel about poverty in general. Sara Rankin, a Seattle University law professor who has studied the problem for years, says we’re fighting against instincts that make us want to turn away from homeless people. Rankin said there is a wealth of studies that show that “when we’re exposed to visible evidence of poverty we react to that with higher rates of disgust, anger and annoyance than exposure to any other marginalized trait.” [Seattle Times, [5/22/16](#)]

I leave you with this quote from an unknown author. “The health of a community can be measured simply by the well-being of its least able. Long-term homelessness cuts an average of 20 years off the lifespan of a homeless person. It also reduces their productivity and increases the burden their presence places on the community. In short, homelessness exacts a cost on everyone – those with shelter and those without.”

For more information on Yakima County’s Point in Time Homeless count, visit www.YVCOG.org to download a copy of the Data Summary.

Tim Sullivan
Homeless Housing Program Manager
Yakima Valley Conference of Governments

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
SPECIAL MEETING MINUTES
JUNE 14, 2016**

1. CALL TO ORDER

Mayor Norm Childress called the Committee-of-the-Whole special meeting to order at 5:30 p.m. in the Council Chambers at City Hall.

2. ROLL CALL

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Dennis McDonald, Bill Moore and Joan Souders. Excused from the meeting was Councilmember Mike Everett. Councilmembers Gloria Mendoza and Javier Rodriguez arrived at 5:45 p.m.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Tony Menke, City Attorney Quinn Plant, Parks & Recreation Director Mike Carpenter and City Clerk Anita Palacios.

3. CITIZEN PARTICIPATION

Walt Bratton, 1304 West Fifth Street, Grandview, WA, expressed concern regarding the proposed non-union salary increases, hybrid positions, sick leave accrual buy-out, and vacation leave accrual buy-out.

Pat Bratton, 1304 West Fifth Street, Grandview, WA, expressed concern regarding the proposed non-union salary increases, employer paid health insurance benefits, planning commission functions and tax exempt low-income housing.

4. NEW BUSINESS

A. Ordinance No. 2016-7 amending the City of Grandview 2016 Non-Union Salary Schedule

City Attorney Menke explained that at the May 24, 2016 regular Council meeting, he presented the non-union employee salary survey and recommendations. At that meeting, discussion took place regarding the disparity between supervisory positions of the Assistant Public Works Director and the Wastewater Treatment Plant (WWTP) Superintendent. Based on the recommended salary adjustment, the WWTP Superintendent salary would be more than the Assistant Public Works Director salary and the Assistant Public Works Director supervised the WWTP Superintendent. City Administrator Arteaga recommended the Assistant Public Works Director salary be increased \$500 per month. Also discussed at that meeting was the inclusion of a salary increase for non-union positions that were above the average of the city comparables (i.e., City Treasurer, Parks & Recreation Director, Utility Billing Clerk, Assistant Librarian, and Public Works Office Clerk). City Administrator Arteaga recommended either a \$100 or 1.5% per month salary increase for those employees. On motion by Councilmember Souders, second by Councilmember Mendoza, Council directed staff to draft an ordinance increasing the non-union monthly salaries as recommended, increasing the Assistant Public Works Director monthly salary \$500, and increasing the City Treasurer, Parks & Recreation Director, Utility Billing Clerk, Assistant Librarian, and Public Works Office Clerk monthly salaries

by either \$100 or 1.5% for Council consideration at the June 14th C.O.W. meeting.

Ordinance No. 2016-7 amending the City of Grandview 2016 Non-Union Salary Schedule with two different options was presented for consideration as follows:

- Option 1 – Exhibit 1 (including additional \$500 for Assistant Public Works Director and \$100 per position that was above the average of the city comparables*) or
- Option 2 – Exhibit 1 (including additional \$500 for Assistant Public Works Director and 1.5% per position that was above the average of the city comparables*).

City Attorney Menke recommended Option 2 – 1.5% which was the 2016 average cost of living increase percentage.

Councilmember Souders moved and Councilmember Mendoza seconded to move Ordinance No. 2016-7 amending the City of Grandview 2016 Non-Union Salary Schedule to the regular Council meeting agenda for consideration with Option 2 - Exhibit 1 (including additional \$500 for Assistant Public Works Director and 1.5% per position that was above the average of the city comparables*).

Discussion took place.

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council called for the question.

On motion by Councilmember Souders, second by Councilmember Mendoza, the C.O.W. moved Ordinance No. 2016-7 amending the City of Grandview 2016 Non-Union Salary Schedule to the regular Council meeting agenda for consideration with Option 2 - Exhibit 1 (including additional \$500 for Assistant Public Works Director and 1.5% per position that was above the average of the city comparables*).

Councilmember Brewer voted in opposition.

B. Ordinance No. 2016-8 approving the City Administrator/Public Works Director Employment Agreement

City Attorney Menke explained that at the May 24, 2016 regular Council meeting, he presented a City Administrator/Public Works Director employment agreement for Council consideration. On motion by Councilmember Moore, second by Councilmember Souders, Council directed staff to draft an ordinance approving the City Administrator/Public Works Director Employment Agreement for Council consideration at the June 14th C.O.W. meeting.

Ordinance No. 2016-8 approving the City Administrator/Public Works Director Employment Agreement was presented for consideration.

On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. moved Ordinance No. 2016-8 approving the City Administrator/Public Works Director Employment Agreement to the regular Council meeting agenda for consideration.

C. Dykstra Park Disc Golf Course expansion financial support

Parks & Recreation Director Carpenter explained that at the May 24, 2016 regular meeting, Council was presented a proposal to expand the Dykstra Park disc golf course an additional nine holes. Council agreed to the expansion project. Council moved the discussion of the City's financial support of the expansion project to the June 14th COW meeting for consideration.

Staff recommended the City's contribution to the expansion project be an in-kind contribution of labor and equipment to remove sod and prep the designated t-pad location for concrete pads at an estimated cost of \$1,500.

On motion by Councilmember Brewer, second by Councilmember Souders, Council agreed to the in-kind contribution and a budget amendment to the parks maintenance budget.

D. 2016 Resurfacing Improvements Bid Award

City Administrator Arteaga explained that on November 20, 2015, the City was awarded a Washington State Transportation Improvement Board (TIB) grant in the amount of \$406,341 for Wine Country Road resurfacing improvements from Ash Street to Fir Street. During preparation of the bid documents, Council approved including the resurfacing of the 200 Block of Ash Street, the alley behind US Bank, and Wallace Way from Forsell Road north to Stover Road. Staff anticipated a favorable bid because of the economy of scale on asphalt prices. Bids for the 2016 Resurfacing Improvements were opened on June 2, 2016. A total of four (4) bids were received with Granite Construction Company of Yakima, Washington, submitting the low bid in the amount of \$572,920. The low bid was approximately 9% above the City Engineer's estimate of \$524,275. The City could either request additional funds or reduce the project.

He proposed the following three options for consideration:

- Option 1 – Increase the budget by \$42,307 and complete all sections of the project this year.
- Option 2 – Reduce the scope of work and eliminate the alley paving (-\$13,330), eliminate the street re-stripping of Wallace Way (-\$13,315), add the surplus engineering funds from Forsell Road project (+\$12,000) and add the Wine Country Road match requirement (+\$2,889.70).
- Option 3 – Keep the alley paving (+\$15,000), eliminate the street re-stripping of Wallace Way (-\$13,315), add the surplus engineering funds from Forsell Road project (+\$12,000) and add the Wine Country Road match requirement (+\$2,889.70).

City Administrator Arteaga recommended Option 3. He added that the Port of Grandview proposed a \$7,500 contribution towards the re-stripping of Wallace Way. He recommended Council authorize a budget amendment for the remaining funds to complete the re-stripping of Wallace Way.

On motion by Councilmember Souders, second by Councilmember Rodriguez, the C.O.W. moved the 2016 Resurfacing Improvements Bid Award with Option 3 and a budget amendment to complete the re-stripping of Wallace Way to the regular Council meeting agenda for consideration.

E. 2017-2022 Six-Year Transportation Improvement Program

City Administrator Arteaga explained that each year, the City was required to update the Six-Year Transportation Improvement Program (TIP). The Six-Year Transportation Improvement Program (TIP) identified street priority projects and funding sources. In the past, Council had a standing recommendation of not adding street projects unless there was a funding source available to support the recommendation. He presented the 2017-2022 Six-Year Transportation Improvement Program for consideration.

Councilmember Brewer recommended staff develop a seal coat plan for Council consideration at the July 12th COW meeting.

On motion by Councilmember Souders, second by Councilmember Moore, the C.O.W. directed staff to schedule a public hearing for adoption of the 2017-2022 Six-Year Transportation Improvement Program at the July 12, 2016 regular Council meeting.

F. Grandview Museum Project Acceptance

Parks & Recreation Director Carpenter explained that Banlin Construction, LLC, completed the renovations of the Grandview Museum. Staff recommended Council accept the project as complete and release retainage in the amount of \$10,954.40 following receipt of release certificates from the Department of Revenue, Labor & Industries, and Employment Security Department.

On motion by Councilmember Souders, second by Councilmember Moore, the C.O.W. moved the acceptance of the Grandview Museum renovation project as complete and release of retainage in the amount of \$10,954.40 following receipt of release certificates from the Department of Revenue, Labor & Industries, and Employment Security Department to the regular Council meeting agenda for consideration.

G. Resolution declaring certain City property as surplus and authorizing disposal by public auction, sale or trade

City Administrator Arteaga explained that the Public Works Department requested that the following tractor and vehicles which have outlived their useful life and were no longer needed for the conduct of City business be surplus:

- 1985 Case tractor with front loader (PW/338)
- 1977 Dodge D500 Stake Truck, VIN #D51EG6J022990 (military surplus)
- 1977 Chrysler M880, VIN# W24BE7S185913 (military surplus)

On motion by Councilmember Moore, second by Councilmember McDonald, the C.O.W. moved Resolution No. 2016-31 declaring certain City property as surplus and authorizing disposal by public auction, sale or trade to the regular Council meeting agenda for consideration.

H. Beautification Projects – fencing proposals

Due to time constraints, this agenda item was moved to the June 28, 2016 COW meeting agenda.

I. Ordinance adopting a new Chapter 5.25 of the Grandview Municipal Code establishing a Special Event Permit

Due to time constraints, this agenda item was moved to the July 12, 2016 COW meeting agenda.

J. Ordinance adopting a new Chapter 17.94 of the Grandview Municipal Code establishing a reasonable accommodation process in the City’s land use ordinance to accommodate statutory rights of the disabled

Due to time constraints, this agenda item was moved to the July 12, 2016 COW meeting agenda.

5. OTHER BUSINESS – None

6. ADJOURNMENT

The study session adjourned at 6:55 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
JUNE 14, 2016**

1. CALL TO ORDER

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

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Dennis McDonald, Bill Moore, Gloria Mendoza, Javier Rodriguez and Joan Souders. Excused from the meeting was Councilmember Mike Everett.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, Parks & Recreation Director Mike Carpenter, Assistant Public Works Director Santos Trevino and City Clerk Anita Palacios.

2. PLEDGE OF ALLEGIANCE

Mayor Childress led the pledge of allegiance.

3. PRESENTATIONS

A. Distinguished Service Awards – Kevin Hurst, Tony Cromwell & Family, Carolyn Vining & Family

Mayor Childress presented Distinguished Service Awards to Kevin Hurst, Tony Cromwell & Family, and Carolyn Vining & Family in recognition and appreciation of their dedicated and loyal volunteer service to the swimming pool project.

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

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

- A. Minutes of the May 24, 2016 Committee-of-the-Whole meeting**
- B. Minutes of the May 24, 2016 regular meeting**
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5567-5572 in the amount of \$99,097.31**
- D. Payroll Check Nos. 8845-8887 in the amount of \$31,760.34**
- E. Payroll Direct Deposit 05/01/16 – 05/31/16 in the amount of \$107,607.68**
- F. Claim Check Nos. 110627-110752 in the amount of \$383,451.18**

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6. ACTIVE AGENDA

A. Ordinance No. 2016-5 granting a franchise agreement between the City of Grandview and Falcon Video Communications, L.P., locally known as Charter Communications

At the May 10, 2016 Committee-of-the-Whole (COW) meeting, the Charter Communications Franchise renewal was presented. Following discussion, it was the consensus of the COW to forward the franchise renewal to the next regular Council meeting for consideration. RCW 35A.47.040 provides that “No ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city’s legislative body on the day of its introduction nor for five days thereafter” While the franchise was presented to Council at the May 10th COW meeting, the ordinance was not. Ordinance No. 2016-5 granting a franchise agreement between the City of Grandview and Falcon Video Communications, L.P., locally known as Charter Communications was introduced to Council at the May 24, 2016 regular meeting. At the May 24, 2016 regular meeting, Council moved Ordinance No. 2016-5 granting a franchise agreement between the City of Grandview and Falcon Video Communications, L.P., locally known as Charter Communications to the June 14th regular Council meeting agenda for consideration.

On motion by Councilmember Rodriguez, second by Councilmember Moore, Council approved Ordinance No. 2016-5 granting a franchise agreement between the City of Grandview and Falcon Video Communications, L.P., locally known as Charter Communications.

B. Resolution No. 2016-29 setting the time and date for a public hearing to consider vacation of the dedication of Circle Park for public purposes

At the May 24, 2016 Committee-of-the-Whole meeting, the C.O.W. moved the Circle Park vacation petition to a regular Council meeting agenda for consideration of a resolution establishing a public hearing date.

On motion by Councilmember McDonald, second by Councilmember Mendoza, Council approved Resolution No. 2016-29 setting the time and date for a public hearing to consider vacation of the dedication of Circle Park for public purposes.

The public hearing would be conducted on July 12, 2016 at 7:00 p.m., in the Council Chambers.

C. Ordinance No. 2016-6 amending Grandview Municipal Code Section 2.75.030 concerning rental/deposit fees for the City of Grandview Community Center and Resolution No. 2016-30 amending the Grandview Community Center Policies and Procedures

At the May 24, 2016 Committee-of-the-Whole meeting, the C.O.W. moved the Community Center party package recommendation to a regular Council meeting agenda for consideration.

Council consensus was to amend Ordinance No. 2016-6 and Resolution No. 2016-30 to provide that the party renting the facility would be responsible for set-up and clean-up.

On motion by Councilmember Mendoza, second by Councilmember Souders, Council approved Ordinance No. 2016-6 amending Grandview Municipal Code Section 2.75.030 concerning rental/deposit fees for the City of Grandview Community Center and Resolution No. 2016-30 amending the Grandview Community Center Policies and Procedures, as amended.

7. UNFINISHED AND NEW BUSINESS

A. Ordinance No. 2016-7 amending the City of Grandview 2016 Non-Union Salary Schedule

On motion by Councilmember Mendoza, second by Councilmember Souders, Council approved Ordinance No. 2016-7 amending the City of Grandview 2016 Non-Union Salary Schedule with Exhibit 1 that included an additional \$500 for Assistant Public Works Director and 1.5% per position that were above the average of the city comparable.

Councilmember Brewer voted in opposition.

B. Ordinance No. 2016-8 approving the City Administrator/Public Works Director Employment Agreement

On motion by Councilmember Brewer, second by Councilmember Moore, Council approved Ordinance No. 2016-8 approving the City Administrator/Public Works Director Employment Agreement.

C. 2016 Resurfacing Improvements Bid Award

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council accepted the bid from Granite Construction Company in the amount of \$572,920 for the 2016 Resurfacing Improvements with the option to keep the alley paving (+\$15,000), eliminate the street re-stripping of Wallace Way (-\$13,315), add the surplus engineering funds from Forsell Road project (+\$12,000) and add the Wine Country Road match requirement (+\$2,889.70); authorized the Mayor to sign all contract documents with Granite Construction Company; and directed staff to prepare a budget amendment for the additional funds to complete the re-stripping of Wallace Way.

D. Grandview Museum Project Acceptance

On motion by Councilmember Souders, second by Councilmember McDonald, Council accepted the Grandview Museum renovation project as complete and authorized staff to release retainage in the amount of \$10,954.40 following receipt of release certificates from the Department of Revenue, Labor & Industries and Employment Security Department.

E. Resolution declaring certain City property as surplus and authorizing disposal by public auction, sale or trade

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Resolution No. 2016-31 declaring certain City property as surplus and authorizing disposal by public auction, sale or trade.

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

Council Monthly Calendar – City Administrator Arteaga reported that staff would be developing a monthly calendar of City meetings and events.

OIE Road Improvements – Assistant Public Works Director Trevino reported that the paving of the OIE Road Improvements from Grandridge to Elm would be completed by June 15th.

Central Washington City Administrator Association Meeting – City Administrator Arteaga hosted the Central Washington City Administrator meeting in Grandview on June 10th.

9. MAYOR & COUNCILMEMBER MEETING REPORT

Coffee with the Cops – Councilmember Brewer requested that the Police Chief start a “Coffee with the Cops” program.

Dog Park – Councilmember Souders reported that the Dog Park Committee would be completing the first section of the dog park this month.

Memorial Day Cemetery Preparation – Council commended the Public Works Department for their preparation of the cemetery for Memorial Day.

Yakima County Solid Waste Advisory Committee Meeting – Councilmember Moore reported that he attended the Yakima County Solid Waste Advisory Committee meeting on May 25th in Yakima.

Lower Valley Homeless Network – Councilmember Souder reported that she and Jessica Hansen with the YVCOG would be organizing a steering committee to establish a Lower Valley homeless network.

10. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the meeting at 7:45 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

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**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
SPECIAL MEETING MINUTES
JUNE 21, 2016**

1. CALL TO ORDER

Mayor Norm Childress called the Committee-of-the-Whole special meeting to order at 5:30 p.m. at the swim pool bathhouse, 601 West Second Street, Grandview, WA.

2. ROLL CALL

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Dennis McDonald and Gloria Mendoza. Excused from the meeting were Councilmembers Bill Moore, Mike Everett, Javier Rodriguez and Joan Souders.

Staff present were: City Administrator/Public Works Director Cus Arteaga, Parks & Recreation Director Mike Carpenter and City Clerk Anita Palacios.

4. NEW BUSINESS

A. Tour new Grandview Museum @ 115 W. Wine Country Road and renovated Swim Pool bathhouse @ 601 W. Second Street

Parks & Recreation Director Carpenter provided Mayor Childress and Councilmembers Brewer, McDonald and Mendoza with a tour of the newly renovated swim pool bathhouse at 601 West Second Street and the new Grandview Museum at 115 West Wine Country Road.

B. Council Introductions, Communications & Teambuilding (Councilmember Mendoza)

Mayor Childress and Councilmembers Brewer, McDonald and Mendoza reconvened in the Council Chambers at City Hall. Due to a lack of a quorum, Council agreed to cancel this item of the agenda.

6. ADJOURNMENT

The meeting adjourned at 6:20 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE

Resolution No. 2016-32 authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside and the City of Grandview for the housing of inmates

AGENDA NO.: Active 6 (A)

AGENDA DATE: June 28, 2016

ORIGINATING SOURCE

Police Chief

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

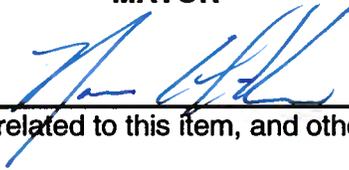
DEPARTMENT HEAD REVIEW

Kal Fuller, Police Chief



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.

At the May 24, 2016 Committee-of-the-Whole meeting, the C.O.W. moved the Interlocal Agreement between the City of Sunnyside and City of Grandview for the housing of inmates to a regular Council meeting agenda for consideration.

ACTION PROPOSED

Approve Resolution No. 2016-32 authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside and the City of Grandview for the housing of inmates.

RESOLUTION NO. 2016-32

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SUNNYSIDE AND THE CITY OF GRANDVIEW
FOR THE HOUSING OF INMATES**

WHEREAS, the City of Grandview and the City of Sunnyside have previously entered into an Interlocal Agreement for the housing of inmates, and

WHEREAS, the Interlocal Agreement has or is about to expire, and

WHEREAS, the City of Grandview wishes to continue said interlocal agreement,

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

The Mayor is hereby authorized to enter into an Interlocal Agreement between the City of Sunnyside and the City of Grandview for the housing of inmates in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on June 28, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND CITY OF GRANDVIEW, WASHINGTON, FOR THE HOUSING OF INMATES**

THIS INTERLOCAL AGREEMENT is made and entered into on this 24 day of May 2016 by and between CITY OF GRANDVIEW, Washington, hereinafter referred to as "CITY OF GRANDVIEW", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Sunnyside and CITY OF GRANDVIEW are authorized by law to have charge and custody of the Sunnyside City Jail and the CITY OF GRANDVIEW prisoners or inmates, respectively; and

WHEREAS, CITY OF GRANDVIEW wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.

2. DURATION

This Agreement shall enter into full force and effect from May 25, 2016 and end December 31, 2016, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods under such terms and conditions as the parties may determine. Nothing in this Agreement shall be

Primary Contact Person: Al Escalera, Police Chief
Secondary Contact: Andrew Gutierrez, Corrections Sergeant

To City of Grandview: City of Grandview
207 W 2nd St
Grandview, WA 98930

Primary Contact Person: Kal, Fuller, Police Chief
Secondary Contact: Mike Hopp, Assistant Police Chief

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

5. DEFINITIONS

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. A twenty-four hour-long unit of time commencing at 00:00:01 a.m., and ending 23:59:59 p.m.

(b) Inmate Classifications shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

(i) "Minimum" classification shall apply to those inmates who present a low risk to staff and the community.

(ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.

(iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. COMPENSATION

(a) Rates. Sunnyside agrees to accept and house CITY OF GRANDVIEW inmates for compensation per inmate at the rate of ~~\$60.00~~ per day for inmates staying less than 7 days **unless** all transportation needs are met by the primary agency within the 7 day period in which the rate shall be assessed at \$42.00 per day. A rate of \$42.00 per day shall be assessed per inmate for inmates staying longer than 7 days. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of CITY OF GRANDVIEW inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24 hour period. The date of release from Sunnyside Corrections and/or returned to CITY OF GRANDVIEW,

regardless of the time frame within a 24 hour day shall not constitute a charge by the City of Sunnyside against CITY OF GRANDVIEW.

(b) Billing and Payment. Sunnyside agrees to provide CITY OF GRANDVIEW with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10th of each month. CITY OF GRANDVIEW agrees to make payment to the City of Sunnyside within 30 days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation for inmates staying 7 days or more is included in the cost and is provided by Sunnyside Corrections. Inmates staying less than 7 days must be transported to Sunnyside Corrections by CITY OF GRANDVIEW. Inmates housed for west side agencies' will be released in their contract city by Sunnyside correctional staff or as near to their contract city that Greyhound bus lines or similar bussing companies allow for.

7. RIGHT OF INSPECTION

CITY OF GRANDVIEW shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of CITY OF GRANDVIEW are confined in order to determine if such jail maintains standards of confinement acceptable to CITY OF GRANDVIEW and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE

Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS

Sunnyside shall establish and maintain an account for each inmate received from CITY OF GRANDVIEW and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to CITY OF GRANDVIEW for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either CITY OF GRANDVIEW or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of CITY OF GRANDVIEW; at such time CITY OF GRANDVIEW shall be accountable to the inmate for said funds.

10. INMATE PROPERTY

CITY OF GRANDVIEW may transfer to Sunnyside only agreed amounts of personal property of CITY OF GRANDVIEW inmates recovered from or surrendered by inmates to CITY OF GRANDVIEW upon booking.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Sunnyside to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment, facilities or programs to CITY OF GRANDVIEW inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES

(a) Inmates deemed CITY OF GRANDVIEW inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, CITY OF GRANDVIEW shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to CITY OF GRANDVIEW inmates. CITY OF GRANDVIEW shall be responsible for any and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefore.

(b) An adequate record of all such services shall be kept by Sunnyside for CITY OF GRANDVIEW's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to CITY OF GRANDVIEW as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, CITY OF GRANDVIEW agrees to compensate Sunnyside dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, CITY OF GRANDVIEW will be notified by contacting the duty supervisor at CITY OF GRANDVIEW prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

13. DISCIPLINE

Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of CITY OF GRANDVIEW. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS

(a) CITY OF GRANDVIEW shall forward to Sunnyside before or at the time of delivery of each inmate; a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.

(b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, CITY OF GRANDVIEW shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

15. REMOVAL FROM THE JAIL

An inmate of CITY OF GRANDVIEW legally confined in Sunnyside shall not be removed there from by any person without written authorization from CITY OF GRANDVIEW or by order of any court having jurisdiction. CITY OF GRANDVIEW hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside to remove CITY OF GRANDVIEW inmates from the Sunnyside Jail. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of Sunnyside. In the event of any such emergency removal, Sunnyside shall inform CITY OF GRANDVIEW of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. ESCAPES

In the event any CITY OF GRANDVIEW inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to CITY OF GRANDVIEW. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. DEATH OF AN INMATE

- (a) In the event of the death of an CITY OF GRANDVIEW inmate, the Yakima County Coroner shall be notified. CITY OF GRANDVIEW shall receive copies of any records made at or in connection with such notification.
- (b) Sunnyside shall immediately notify CITY OF GRANDVIEW of the death of an CITY OF GRANDVIEW inmate furnish information as requested and follow the instructions of CITY OF GRANDVIEW with regard to the disposition of the body. CITY OF GRANDVIEW hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of CITY OF GRANDVIEW. Written notice shall be provided within three weekdays of receipt by CITY OF GRANDVIEW of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by CITY OF GRANDVIEW. With CITY OF GRANDVIEW's consent, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by CITY OF GRANDVIEW. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.
- (c) CITY OF GRANDVIEW shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.

18. RETAKE OF INMATES

Upon request from Sunnyside, CITY OF GRANDVIEW shall, at its expense, retake any CITY OF GRANDVIEW inmate within thirty-six (36) hours after receipt of such request. In the event the confinement of any CITY OF GRANDVIEW inmate is terminated for any reason, CITY OF GRANDVIEW shall, at its expense, retake such inmate at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION

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

(b) The terms of section 19 shall survive the termination or expiration of this Agreement.

19.1 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION

Sunnyside agrees to hold harmless, indemnify and defend CITY OF GRANDVIEW, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of Sunnyside, its

officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of CITY OF GRANDVIEW, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both CITY OF GRANDVIEW and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

19.2 CITY OF GRANDVIEW – HOLD HARMLESS AND INDEMNIFICATION

CITY OF GRANDVIEW agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of CITY OF GRANDVIEW, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) CITY OF GRANDVIEW's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both CITY OF GRANDVIEW and Sunnyside are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

20. RIGHT OF REFUSAL AND TRANSPORTATION

(a) Sunnyside shall have the right to refuse to accept any inmate from CITY OF GRANDVIEW when, in the opinion of Sunnyside, its inmate census is at capacity that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reach or exceeded.

(b) Sunnyside shall further have the right to refuse to accept any inmate from CITY OF GRANDVIEW who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum security inmate pursuant to Sunnyside's Objective Jail Classification System.

(c) CITY OF GRANDVIEW prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and

shall be returned, if necessary, to CITY OF GRANDVIEW by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside three (3) days prior to time of expected transport.

21. INDEPENDENT CONTRACTOR

In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of CITY OF GRANDVIEW for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of CITY OF GRANDVIEW under any applicable law, rule or regulation.

22. GENERAL PROVISIONS

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not effect the remaining provisions.

(b) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Yakima County Superior Court.

(c) Attorney's Fees. In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms or this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the Court.

(d) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(e) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only the extent necessary to bring it within legal requirements.

(f) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION

This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

24. ACCESS TO RECORDS CLAUSE

The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of three years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

25. ENTIRE AGREEMENT

This Agreement represents the entire integrated Agreement between CITY OF GRANDVIEW and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF SUNNYSIDE

CITY OF CITY OF GRANDVIEW

By: _____
Don Day, City Manager

By: _____
Mayor Norm Childress

ATTEST:

Deborah Estrada, City Clerk

ATTEST:



Anita Palacios, City Clerk

APPROVED AS TO FORM:

Kerr Law Group, PLLC,
Attorneys for the City of Sunnyside

APPROVED AS TO FORM:

City Attorney

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