

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, AUGUST 8, 2017**



**REGULAR MEETING – 7:00 PM**

**PAGE**

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS**
  - A. Introduction of new Police Department employees 1
  - B. Community Service Award – Bill Flory 2
- 4. PUBLIC COMMENT – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.**
- 5. CONSENT AGENDA – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.**
  - A. Minutes of the July 25, 2017 Committee-of-the-Whole meeting 3-6
  - B. Minutes of the July 25, 2017 Council meeting 7-8
  - C. Payroll Electronic Fund Transfers (EFT) Nos. 5797-5802 in the amount of \$100,005.82
  - D. Payroll Check Nos. 9734-9783 in the amount of \$36,179.40
  - E. Payroll Direct Deposit 7/16/17 – 7/31/17 in the amount of \$102,972.47
  - F. Claim Check Nos. 113377-113423 in the amount of \$318,171.81
- 6. ACTIVE AGENDA – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).**
  - A. Resolution No. 2017-30 accepting a request from the Port of Grandview and Lois Higgins Family LLC for annexation of Parcel No. 230910-33001 consisting of approximately 32.06 acres located at the intersection of Stover Road and Puterbaugh Road, Grandview, Yakima County, Washington 9-10
  - B. Resolution No. 2017-31 authorizing the Mayor to sign a Public Defender Agreement with the Law Office of Beck and Phillips, PLLC 11-22
  - C. Resolution No. 2017-32 authorizing the Mayor to sign a License Agreement between Phillip Winterholler and the City of Grandview for the Memorial Plaza 23-27
- 7. UNFINISHED AND NEW BUSINESS**
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER REPORTS**
- 10. ADJOURNMENT**

## Anita Palacios

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**From:** Kal Fuller <kalf@co.yakima.wa.us>  
**Sent:** Monday, July 10, 2017 3:24 PM  
**To:** Anita Palacios  
**Subject:** Council Meeting

Anita,  
I have most of my new employees available on August 8 to introduce them to the council.  
If you have room, can you set me up for the first of the meeting?

Thanks,

**Kal Fuller**  
**Police Chief**

Grandview Police Department  
201 W 2nd St  
Grandview, WA 98930  
(509)882-2000

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## Anita Palacios

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**From:** Mike Carpenter  
**Sent:** Tuesday, June 06, 2017 7:24 AM  
**To:** Anita Palacios  
**Cc:** Cus Arteaga  
**Subject:** Bill Flory - Plaque Presentation

Good morning,

Yesterday, Cus and I agreed that we need to invite Bill Flory to a City Council meeting to honor him with a plaque for all of his years of service as the coordinator for the July 4th Flag Raising Ceremony.

Bill is relinquishing this duty to a younger member of his Church this year.

I will keep you updated with the status of the plaque so we can place this on an upcoming agenda.

Thanks!

Mike Carpenter  
Parks and Recreation Director  
City of Grandview  
Grandview, WA 98930  
Phone: (509) 882-9219  
Fax: (509) 882-3099  
Visit our Website: [http:// www.grandview.wa.us](http://www.grandview.wa.us)

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**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING MINUTES  
JULY 25, 2017**

**1. CALL TO ORDER**

Mayor Pro Tem Bill Moore called the Committee-of-the-Whole meeting to order at 6:00 p.m. in the Council Chambers at City Hall.

**2. ROLL CALL**

Present were: Mayor Pro Tem Bill Moore and Councilmembers Gaylord Brewer, Mike Everett, Dennis McDonald, Javier Rodriguez and Joan Souders.

Absent from the meeting were Mayor Norm Childress and Councilmember Gloria Mendoza.

Staff present were: City Administrator/Public Works Director Cus Arteaga, WWTP Superintendent Dave Lorenz and City Clerk Anita Palacios. Absent from the meeting was City Attorney Quinn Plant.

**3. PUBLIC COMMENT – None**

**4. NEW BUSINESS**

**A. Resolution authorizing the Mayor to sign a License Agreement between Phillip Winterholler and the City of Grandview for the Memorial Plaza**

This item was presented at the July 11, 2017 C.O.W. meeting. Due to a lack of a quorum, the item was moved to the July 25, 2017 C.O.W. meeting.

At the June 13, 2017 C.O.W. meeting, the Beautification Commission's proposal was presented with respect to the VFW monument and flag pole. Following discussion, the C.O.W. moved a resolution authorizing the Mayor to sign a License Agreement between Phillip Winterholler and the City of Grandview for the Memorial Plaza to the June 27, 2017 regular Council meeting for consideration. At the June 27, 2017 regular Council meeting, Councilmember Brewer asked whether the License Agreement would extend to a new owner should Mr. Winterholler sell the property. Following discussion, the agenda item was referred to the City Attorney for clarification. City Attorney Plant advised that the current license agreement would not continue. The license was personal to Mr. Winterholler. He was allowing the City onto his property to maintain the Memorial Plaza. If he no longer owned the property, then he would not have the authority to allow the City onto the property. The City would need to enter into a new license agreement with the new owner. Note that even if the license agreement stated that it would be binding on a new owner, the owner would have the ability to terminate the license upon written notice to the City. If the City wanted to obtain more permanent access to the Memorial Plaza, the City could explore acquiring an easement from Mr. Winterholler. The City would need to see if Mr. Winterholler was willing to grant the City an easement and, if so, whether he would want compensation. The City would need to survey Memorial Plaza and obtain a legal description of the property that would be subject to the easement. Once executed, a grant of easement would be recorded on the title to the real property.

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

Discussion took place.

Councilmember Everett moved and Councilmember Brewer seconded to table this item to the August 22, 2017 meeting for further consideration. Councilmembers Everett and Brewer voted in favor. Councilmembers McDonald, Moore, Rodriguez and Souders voted in opposition. The motion failed.

Further discussion took place regarding entering into a license agreement or obtaining a permanent easement with Mr. Winterholler for the Memorial Plaza property.

**On motion by Councilmember Everett, second by Councilmember Rodriguez, the C.O.W. moved a resolution authorizing the Mayor to sign a License Agreement between Phillip Winterholler and the City of Grandview for the Memorial Plaza to the August 8, 2017 regular Council meeting for consideration.**

Councilmember Everett voted in opposition.

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

City Clerk Palacios explained that the City received a Letter of Intent and Petition for Annexation and Rezone signed by the Port of Grandview and Lois Higgins Family LLC to annex Parcel No. 230910-33001 to be known as the Puterbaugh Business Park to the City. The petitioners elected to request annexation under the 60% petition method of annexation. The 60% petition method required signatures by owners of not less than 60% of the assessed value of the total property proposed for annexation. The petition contained sufficient signatures of the assessed value. The petitioners requested the parcel be annexed with an M-1 Light Industrial zoning as identified on the City's Future Land Use map. The parcel was included in the City's designated Urban Growth Area. State law required the City Council to determine: (1) if the City would accept, modify or reject the proposed annexation, (2) whether the City would require the simultaneous adoption of a proposed zoning regulation for the subject property, and (3) whether the City would 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 would be presented to the Hearing Examiner to conduct a public hearing.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember McDonald, the C.O.W. moved acceptance of the proposed annexation submitted by the Port of Grandview and Lois Higgins Family LLC, require the simultaneous adoption of zoning regulations consistent with the Urban Growth Area Future Land Use Designations: M-1 Light Industrial for Parcel No. 230910-33001, and require the assumption of all existing City indebtedness by the properties proposed to be annexed the same as all other property within the City in accordance with past practice to the August 8, 2017 regular Council meeting for consideration.**

**C. Resolution authorizing the Mayor to sign a Public Defender Agreement with the Law Office of Beck and Phillips, PLLC**

City Clerk Palacios explained that the City contracts with Yakima County District Court for municipal court services. Under the terms of the Yakima County District Court contract, the City must provide indigent defense services to indigent defendants. The City has contracted with the Law Office of Beck and Phillips, PLLC for indigent defense services since September 2012. The Public Defender Agreement with the Law Office of Beck and Phillips, PLLC was renegotiated for an additional three year term commencing January 1, 2015 and would expire December 31, 2017. Following the Wilbur v. City of Mt. Vernon decision (W.D. Wash. 2013), the City assessed the current system of providing indigent defense services and the current Public Defender Agreement reflected a caseload limit, the reimbursement of costs for investigators and experts, warranty of public defender and quarterly reporting requirements. Staff requested the Law Office of Beck and Phillips, PLLC, submit a proposal for renewal of the Public Defender Agreement. The proposal submitted provided for a five year contract renewal with a four percent year over year escalation. The annual increase in compensation was necessary to account for the cost of living/inflationary environment of the current economy and their experience.

Discussion took place.

**On motion by Councilmember Souders, second by Councilmember Rodriguez, the C.O.W. moved a resolution authorizing the Mayor to sign a Public Defender Agreement with the Law Office of Beck and Phillips, PLLC, to the August 8, 2017 regular Council meeting for consideration.**

**D. Resolution authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with Conrad & Adams Fruit, LLC**

City Administrator Arteaga explained that Conrad & Adams Fruit, LLC, requested new allocations to their Industrial Wastewater User Contract. Said request required an amendment to their current contract. The Wastewater Treatment Plant has capacity for the revised allocations. Their amendment was time sensitive and needed to be adjusted in order to stay in compliance with the Washington State Department of Ecology.

Discussion took place.

**On motion by Councilmember Brewer, second by Councilmember McDonald, the C.O.W. moved a resolution authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with Conrad & Adams Fruit, LLC, to the regular Council meeting for consideration.**

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

Due to time constraints, this item would be placed on the August 8, 2017 C.O.W. meeting agenda for consideration.

**5. OTHER BUSINESS – None**

6. **ADJOURNMENT**

The study session adjourned at 7:00 p.m.

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Mayor Pro Tem Bill Moore

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
JULY 25, 2017**

**1. CALL TO ORDER**

Mayor Pro Tem Bill Moore called the regular meeting to order at 7:00 p.m. in the Council Chambers at City Hall.

Present were: Mayor Pro Tem Bill Moore and Councilmembers Gaylord Brewer, Mike Everett, Dennis McDonald, Javier Rodriguez and Joan Souders.

Absent from the meeting were Mayor Norm Childress and Councilmember Gloria Mendoza.

**On motion by Councilmember Souders, second by Councilmember Rodriguez, Council excused Mayor Norm Childress and Councilmember Gloria Mendoza from the meeting.**

Staff present were: City Administrator/Public Works Director Cus Arteaga, WWTP Superintendent Dave Lorenz and City Clerk Anita Palacios. Absent from the meeting was City Attorney Quinn Plant.

**2. PLEDGE OF ALLEGIANCE**

Councilmember Everett led the pledge of allegiance.

**3. PRESENTATIONS – None**

**4. PUBLIC COMMENT – None**

**5. CONSENT AGENDA**

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

- A. Minutes of the July 11, 2017 Committee-of-the-Whole meeting**
- B. Minutes of the July 11, 2017 Council meeting**
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5789-5794 in the amount of \$90,096.98**
- D. Payroll Check Nos. 9707-9733 in the amount of \$85,751.72**
- E. Payroll Direct Deposit 7/1/17 – 7/15/17 in the amount of \$99,698.86**
- F. Claim Check Nos. 113291-113376 in the amount of \$270,127.50**

**6. ACTIVE AGENDA**

- A. Resolution No. 2017-29 authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with Conrad & Adams Fruit, LLC**

This item was previously discussed at the July 25, 2017 Committee-of-the-Whole meeting. Due to the time sensitive nature, the item was moved to the regular meeting for consideration.



**On motion by Councilmember Brewer, second by Councilmember Rodriguez, Council approved Resolution No. 2017-29 authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with Conrad & Adams Fruit, LLC.**

**7. UNFINISHED AND NEW BUSINESS – None**

**8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**

Joint City/Port Meeting – City Administrator Arteaga reported that either August 14<sup>th</sup> or 28<sup>th</sup> would work for the Port Commissioners to hold the joint City/Port meeting. Following discussion, it was concurred that August 28<sup>th</sup> would work for the Council. Staff would advise the Port accordingly.

Council Budget Retreat – City Administrator Arteaga reported that the Council Budget Retreat was scheduled for August 8<sup>th</sup>, 1:30 to 5:30 p.m., at the Library Program Room.

**9. MAYOR & COUNCILMEMBER REPORTS**

Dog Park – Councilmember Souders reported that she and Councilmember Everett would be scheduling a meeting with the Dog Park Committee to discuss what remains to be done in order to open the dog park.

Swim Pool Improvements – Councilmember Moore reported that he had received many positive comments at the swim meet regarding the new swim pool improvements.

Street Improvements – Councilmember Souders reported that she had received a number of compliments on the new street improvements.

**10. ADJOURNMENT**

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

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Mayor Pro Tem Bill Moore

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Anita Palacios, City Clerk

**RESOLUTION NO. 2017-30**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING A REQUEST FROM THE PORT OF GRANDVIEW AND LOIS  
HIGGINS FAMILY LLC FOR ANNEXATION OF PARCEL NO. 230910-33001  
CONSISTING OF APPROXIMATELY 32.06 ACRES LOCATED AT THE  
INTERSECTION OF STOVER ROAD AND PUTERBAUGH ROAD,  
GRANDVIEW, YAKIMA COUNTY, WASHINGTON**

**WHEREAS**, the Port of Grandview and Lois Higgins Family LLC, the owners of Parcel No. 230910-33001 consisting of approximately 32.06 acres located at the intersection of Stover Road and Puterbaugh Road, Grandview, Yakima County, Washington, submitted a Letter of Intent to the City requesting annexation of said property to the City of Grandview; and

**WHEREAS**, on July 25, 2017, the City Council was presented with the Letter of Intent and Petition for Annexation and reviewed the proposed annexation,

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

Section 1. The City of Grandview hereby accepts the request for annexation subject to the following conditions:

- That the annexation be accepted as proposed on Exhibit "A" attached hereto.
- That the City requires the simultaneous adoption of the City's zoning regulations consistent with the Urban Growth Area Future Land Use Designation: M-1 Light Industrial for the proposed annexation.
- That the City requires the assumption of an appropriate share of all existing City indebtedness by the area to be annexed.

Section 2. Staff is hereby directed to present the Petition for Annexation to the Hearing Examiner who shall receive and examine available information, conduct a public hearing, prepare a record thereof and enter findings of fact and conclusions based upon those facts, together with a recommendation to the City Council.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on August 8, 2017.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**EXHIBIT "A"**

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

Yakima County Assessor  
Yakima County GIS  
Yakima County

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

Assessor Planning Real Estate
FAQ Help Legend Search Tools Overview

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**

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MapScale: 1 inch = 1600 ft.

Overlays: Aerial Photography:

FEMA  Critical Areas

Contours  Utilities

MapSize: Small (800x600)

Maps brought to you by:

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(509) 248-4442

Map Report

Easting(R) | Northing(N)      One Inch = 1600 Feet

Longitude(E) | Latitude(N)      Feet 1000 2000

Click Map to: [Get Information](#)

PROPERTY PHOTOS: 7		PROPERTY INFORMATION AS OF 2/22/2017 11:01:43 PM				PRINTING					
	Parcel Address:	STOVER RD/PUTERBAUGH RD, WA				<a href="#">Printer-Friendly Page</a>					
	Parcel Owner(s):	PORT OF GRANDVIEW									
	Parcel Number:	23091033001	Parcel Size:	32.06	Acre(s)	<a href="#">Detailed Report</a>					
	Property Use:	91 Undeveloped Land									
<b>TAX AND ASSESSMENT INFORMATION</b>											
Tax Code Area (TCA):		441	Tax Year:		2017		<a href="#">Print Detailed MAP</a>				
Improvement Value:		\$0	Land Value:		\$240500						
Current Use Value:		\$0	Current Use Improvement:		\$0						
New Construction:		\$0	Total Assessed Value:		\$240500						
<b>RESIDENTIAL INFORMATION</b>											
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bmnt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bmt/att/btln)	Carport	<b>SECTION MAPS</b> Section Map 1in=400ft	
No Residence Information Found.											
<b>SALE INFORMATION</b>								<b>Qtr SECTION MAPS</b>			
Excise	Sale Date	Sale Price	Grantor		Portion		NW-Qtr 1"=200ft		NE-Qtr 1"=200ft		
448386	11/23/2016	\$338630	LOIS HIGGINS FAMILY LLC		N		SW-Qtr 1"=200ft		SE-Qtr 1"=200ft		
<b>DISCLAIMER</b>											
While the information is intended to be accurate, any manifest errors are unintentional and subject to correction. Please let us know about any errors you discover and we will correct them. To contact us call either (509) 574-1100 or (800) 572-7354, or <a href="#">email us</a> .											

OVERLAY INFORMATION			
Zoning:	M-1	Jurisdiction: County	
Urban Growth Area:	Grandview	Future Landuse Designation: UGA (Yakima County Plan 2015)	
FEMA 100 Year:	Not in floodplain (X)	FIRM Panel Number: 53077C1926D	<a href="#">Download Map</a>
LOCATION INFORMATION			
* Latitude: 46° 16' 32.354"		Longitude: -119° 56' 05.831"	
		Range: 23	Township: 09 Section: 10
Narrative Description: Section 10 Township 09 Range 23 Quarter SW: All that portion of the NW1/4 of the SW1/4 lying Southwesterly of the centerline of the State Highway, AND all the portion of the SouthSW1/4 lying Southwesterly of the centerline of the State Highway, EXCEPT that portion lying Easterly of the drainage Lateral No. 3 right of way			
<b>DISCLAIMER</b>			

**RESOLUTION NO. 2017-31**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A CONTRACT FOR INDIGENT DEFENSE  
SERVICES WITH THE LAW OFFICE OF BECK AND PHILLIPS, PLLC**

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

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

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

**WHEREAS**, the current contract for indigent defense services with the Law Office of Beck and Phillips, PLLC has been renegotiated for an additional five year term commencing January 1, 2018; and

**WHEREAS**, the new contract for indigent defense services reflects a caseload limit, the reimbursement of costs for investigators and experts, compensation increase, warranty of public defender and quarterly reporting requirements;

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

The Mayor is hereby authorized to enter into a contract with the Law Office of Beck and Phillips, PLLC, for the provision of indigent defense services, in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on August 8, 2017.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**CITY OF GRANDVIEW  
PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_ day of August 2017, by and between Law Office of Beck and Phillips, PLLC, of Prosser, Washington, hereinafter the "Public Defender", and the CITY OF GRANDVIEW, a municipal corporation, hereinafter referred to as the "City".

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

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

IT IS HEREBY mutually agreed as follows:

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

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

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

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

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

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

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

**A. General Liability Insurance**

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

The Public Defender shall provide a certificate of insurance or, upon written request of the City of Grandview, a duplicate of the policy as evidence of insurance protection. The Public Defender shall immediately notify the City of any communication with their insurance provider canceling or threatening to cancel insurance coverage under this provision.

## **B. Professional Liability Insurance**

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

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

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

## **C. Workers' Compensation**

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

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

burden on the Public Defender's ability to provide the services required under this Agreement.

9. **Term and Renegotiation.** This Agreement shall commence on January 1, 2018 and run for five (5) years. The term shall expire December 31, 2022.

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

- 2018: \$75,920
- 2019: \$78,957
- 2020: \$82,115
- 2021: \$85,400
- 2022: \$88,816

All payments shall be made to:

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

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

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

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

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



15. **Successors Bound.** Subject to the provisions of Section 14, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

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

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

18. **Quarterly Report.** Public Defender shall provide a report to the City on a quarterly basis. The report shall document the number of open cases and whether any such cases are scheduled for trial. The report shall also document the number of cases closed in the quarter and the disposition of each. With respect to each open case, the report shall document: (1) the date Public Defender entered a notice of appearance; (2) the date of first client contact; (3) whether an investigator has been used; (4) whether motions have been filed; (5) whether expert witnesses have been retained; (6) whether a mental health evaluation was requested; and (7) the number of hours expended by Public Defender. The Public Defender shall provide such additional information as requested by the City subject to applicable privileges and ethics rules. The parties agree to meet and discuss the quarterly report at the request of the City. Quarterly reports shall be submitted to the City on the first day of January, April, July and October of each year.

19. **Taxes and Assessments.** The Public Defender shall be solely responsible for compensating its employees and contractors and for paying all related taxes, deductions and assessments, including but not limited to, leasehold excise taxes,

federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Public Defender shall pay the same before it becomes due.

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

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

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

23. **Termination.** Either party may terminate this Agreement, with or without cause, upon ninety (90) days written notice sent by certified mail to the Public Defender at the address listed in this Agreement. In the event the Public Defender provides notice under this section, Public Defender shall provide indigent defense services in accordance with the terms set forth in this Agreement (including compensation) beyond the termination date and until the City obtains replacement indigent defense counsel. The City shall make good faith efforts to secure replacement indigent defense counsel. In the event the City provides notice under this subsection, the parties shall negotiate a

reasonable fee for services to complete client representation which cannot be done through substituted counsel.

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF GRANDVIEW

PUBLIC DEFENDER

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

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

ATTEST:  
  
\_\_\_\_\_  
City Clerk

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

Dated: \_\_\_\_\_, 2017

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## EXHIBIT A

### PUBLIC DEFENSE STATEMENT OF WORK

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

**3. COMPLAINTS**

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

## EXHIBIT B

### CLIENT REPRESENTATION PRACTICE GUIDELINES

#### **Meet and communicate regularly with the client**

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

#### **Prepare cases well**

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

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

- Explain the importance of obtaining court ordered treatment and/or counseling services to clients.
- Develop a thorough knowledge of the resources available.
- Explore with clients ways to effectively participate in court ordered treatment and/or counseling.
- Ask clients for feedback if obstacles prevent or impede their participation, and follow up with the agency and in court when appropriate.
- In appropriate cases, encourage clients to obtain necessary evaluations and enroll in counseling and/or treatment even before ordered by the court to do so.

#### **Prevent continuances and delays within attorney's control**

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

**RESOLUTION NO. 2017-32**

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

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

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

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

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

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

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

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

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

The Mayor is hereby authorized to sign a License Agreement between Phillip Winterholler and the City of Grandview for the Memorial Plaza in the form as is attached hereto and incorporated herein by reference.



**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on August 8, 2017.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

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

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

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

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

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

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

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

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

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

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

**1. License.**

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

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

3. **Taxes and Assessments.** The City shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this License Agreement. The Owner shall be solely responsible for all property taxes, leasehold taxes, personal property taxes, or other taxes and assessments arising from ownership of 132 Division Street, including the Memorial Plaza.

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

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

6. **Assignment.** This License Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the City to any other person or entity without the prior written consent of the Owner. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the City stated herein.

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

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

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

10. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

TO CITY: City Administrator  
City of Grandview  
207 W. Second Street  
Grandview, WA 98930

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

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

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

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

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

CITY OF GRANDVIEW

OWNER

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

  
Phillip Winterholler

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

Date: 6-20-17

ATTEST:

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

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