

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, JANUARY 24, 2017**



**REGULAR MEETING – 7:00 PM**

**PAGE**

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PRESENTATIONS**
4. **PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
5. **CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
  - A. Minutes of the January 10, 2017 Committee-of-the-Whole meeting 1-5
  - B. Minutes of the January 10, 2017 Council meeting 6-9
  - C. Payroll Electronic Fund Transfers (EFT) Nos. 5693-5697 in the amount of \$78,066.68
  - D. Payroll Check Nos. 9354-9370 in the amount of \$108,958.51
  - E. Payroll Direct Deposit 1/1/17 – 1/15/17 in the amount of \$94,864.49
  - F. Claim Check Nos. 112104-112178 in the amount of \$135,715.50
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. Ordinance No. 2017-3 approving a Franchise Agreement between the City of Grandview and Mobilitie, LLC 10-56
  - B. 2017 YVCOG General Membership Member and Alternate Designations 57
  - C. 2017 City Board & Commission Appointments 58
  - D. Resolution No. 2017-5 approving a Letter of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol regarding the Supplemental Pension Plan 59-61
  - E. Resolution No. 2017-6 authorizing the Mayor to sign the Technical Assistance Contract No. 010117GV with the Yakima Valley Conference of Governments 62-64
  - F. Resolution No. 2017-7 approving a Site Use Agreement between People For People and the City of Grandview Community Center 65-71
  - G. Resolution No. 2017-8 authorizing the Mayor to sign an Equipment Maintenance Agreement with Benton County 72-78
7. **UNFINISHED AND NEW BUSINESS**
8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**
9. **MAYOR & COUNCILMEMBER REPORTS**
10. **ADJOURNMENT**

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING MINUTES  
JANUARY 10, 2017**

**1. CALL TO ORDER**

Mayor Norm Childress 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 Childress and Councilmembers Gaylord Brewer, Mike Everett, Dennis McDonald, Bill Moore, Javier Rodriguez and Joan Souders. Councilmember Gloria Mendoza arrived at 6:15 p.m.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray, Parks & Recreation Director Mike Carpenter, Fire Chief Pat Mason and City Clerk Anita Palacios. City Attorney Quinn Plant arrived at 6:45 p.m.

**3. PUBLIC COMMENT – None**

**4. NEW BUSINESS**

**A. Resolution authorizing the Mayor to sign an Interlocal Agreement between Yakima County and the City of Grandview for Municipal Court Services and Municipal Court Judge Appointments**

City Clerk Palacios explained that the City and Yakima County entered into a 10-year contract for Grandview Municipal Court Services on February 1, 2007. The contract expired on December 31, 2016. In addition, RCW 3.50.040 required that the City appoint a municipal judge or judges to preside over the Grandview Municipal Court either every four years or when there was a change. Yakima County presented a new contract for Grandview Municipal Court Services effective January 1, 2017 through December 31, 2017. In addition, Yakima County requested that the following judges be appointed effective January 13, 2017 through January 13, 2021 as Grandview Municipal Court judges: Judge Donald Engel, Judge Kevin Roy, Judge Brian Sanderson, Judge Alfred Schweppe, and Commissioner Kevin Eilmes.

At the December 13, 2016 C.O.W. meeting, staff presented the new contract and the appointments. Council expressed concern with appointing the judges for a four-year term, but only having a one-year term on the court contract. Council tabled the appointments and contract to the January 10, 2017 C.O.W. meeting and requested that a representative from Yakima County District Court attend to provide clarification. On January 6, 2017, the Mayor Childress, City Administrator Arteaga, Councilmember Everett and City Clerk Palacios met with representatives of the Yakima County District Court regarding the Interlocal Agreement for Municipal Court Services and the issue of probation services. Following discussion, those in attendance agreed to amend the Interlocal Agreement to provide for a four year term from January 1, 2017 through December 31, 2021 which would match the appointment for the Municipal Court Judges. It was also agreed to remove the item of Probation Services on page 3 of the Interlocal Agreement. The issue of probation services would be further discussed between the City and Yakima County for budgeting in 2018.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign an Interlocal Agreement between Yakima County and the City of Grandview for Municipal Court Services and the confirmation of the Mayor's appointment of Judge Donald Engel, Judge Kevin Roy, Judge Brian Sanderson, Judge Alfred Schweppe and Commissioner Kevin Eilmes as Grandview Municipal Court Judges effective January 13, 2017 through January 13, 2021 to the regular Council meeting for consideration.**

**B. 2017 YVCOG General Membership Member and Alternate Designations**

City Administrator Arteaga explained that each year, Council appointed a member and alternate to represent the City as voting members of the YVCOG General Membership. Members and alternates must be chosen from elected officials. In the past, Mayor Childress was appointed as the member and Councilmember Moore was appointed as the alternate. Both agreed to be re-appointed as voting members of the YVCOG General Membership for the City of Grandview.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember McDonald, the C.O.W. moved the 2017 City designations of Mayor Norm Childress as the YVCOG General Membership Member and Councilmember Moore as the YVCOG General Membership Alternate to a regular Council meeting for consideration.**

**C. 2017 City Board & Commission Appointments**

Mayor Childress presented the following 2017 Board and Commission appointments to Council for confirmation:

	<u>Term</u>
Community Center Advisory Committee	
Middle School Representative – Juan Jimenez Jr.	12/31/2017
High School Representative – Jasel Perez	12/31/2017
Senior Citizen Representative – Wanda Brewer	12/31/2017
American Legion/Auxiliary Representative – Nancy Davidson	12/31/2017
At-Large Representative – Dave Copeland	12/31/2017
At-Large Representative – Laura Massey	12/31/2017
City Council Representative – Joan Souders	12/31/2017
Planning Commission – Lois Chilton	12/31/2021
Museum Board – Mary Barrett	12/31/2019
Museum Board – Jeanne Marie Coursey	12/31/2019
Civil Service Commission – Darrell McCallum	12/31/2022

Discussion took place.

**On motion by Councilmember Souders, second by Councilmember Mendoza, the C.O.W. moved the confirmation of the 2017 City Board and Commission appointments as recommended by the Mayor to a regular Council meeting for consideration.**

**D. Resolution approving a Letter of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol regarding the Supplemental Pension Plan**

City Administrator Arteaga explained that the City received a request from Teamsters Local Union No. 760 to open Article 25 – Supplemental Pension Plan of the Police Sergeants-Patrol Union Agreement. The employees of the Police Sergeants-Patrol Union group expressed an interest in modifying the supplemental pension contribution and adding Pension Enhanced Early Retirement (PEER 84). The employees voted in favor to open Article 25 for the purpose of adding PEER 84. The employees also voted in favor to divert an additional \$1.00 per hour to the base contribution rate and join PEER 84 plan, that was an additional 6.5% of the base contribution rate for a new total hourly contribution of \$2.13 effective January 1, 2017. These votes were taken with the understanding that the current contract maintains terms and conditions unless there was mutual agreement between the Union and the City to bargain changes. Section 23.1 of the Police Sergeants-Patrol Union Agreement states: “All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as specifically covered herein. It is agreed that this document contains the full and complete Agreement between the parties hereto, and for all whose benefit this Agreement is made and no oral statement shall add to or supersede any of its provisions and no party shall be required during the term of this Agreement to negotiate or bargain upon any issues unless mutually agreed to by the parties.” It was under these circumstances that the Union requested mutual agreement in opening the contract to bargain the PEER 84 proposal to Article 25 – Supplemental Pension Plan. It was noted that the total cost per Section 25.3 of \$2.13 would continue to be funded by employee wage reductions.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Souders, the C.O.W. moved a resolution approving a Letter of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol regarding the Supplemental Pension Plan to a regular Council meeting for consideration.**

**E. Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010117GV with the Yakima Valley Conference of Governments**

City Clerk Palacios explained that each year, the City contracted with the Yakima Valley Conference of Governments (YVCOG) for technical assistance to include planning activities and grant applications on an as needed basis as requested by the City. YVCOG has the expertise and capability of assisting the City with planning activities and projects. The maximum amount of compensation and reimbursement to be paid by the City to YVCOG under this Technical Assistance Contract was \$5,000. When assistance was requested by the City, YVCOG would prepare a scope of work and cost estimate. YVCOG would invoice the City based upon actual expenses incurred. This amount was appropriated in the 2017 planning budget under professional services.

Discussion took place.

**On motion by Councilmember Souders, second by Councilmember Everett, the C.O.W. moved a resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010117GV with the Yakima Valley Conference of Governments to a regular Council**

meeting for consideration.

**F. Resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center**

Parks & Recreation Director Carpenter explained that for several years, the City allowed the use of their respective facilities for the operation of a noon meal program to serve hundreds of area senior citizens. This has been a valuable program, enhancing the health and social well-being of the elderly. Staff presented the annual Site Use Agreement between People For People and the City to provide food and nutrition services for area senior citizens. Traditionally, the noon meal program has offered a host of opportunities for the Parks and Recreation staff and volunteers to enhance lives with additional and meaningful recreation programs. In addition, the agreement included a reimbursement provision for utility costs from People For People in the amount of \$425 per month. The City Attorney reviewed and commented on the Agreement. People for People also reviewed and signed the Agreement.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Mendoza, the C.O.W. moved a resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center to a regular Council meeting for consideration.**

Councilmember Souders recused herself from the vote due to a potential conflict of interest as she holds a position on the People For People Board of Directors.

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

Fire Chief Mason explained that in June 2013, Council agreed to enter into an agreement with Benton County to provide maintenance for City vehicles. Benton County has the only Certified Emergency Vehicle Technicians in the local area. The Fire Department used this provider on several occasions to provide maintenance on vehicles since entering into the agreement. The current agreement with Benton County expired at the end of 2016. The new agreement would be for 2017 and 2018. The agreement was reviewed by the City Attorney, City Clerk and Fire Chief. The only significant change was the hourly rates would be set annually by Board of Benton County Commissioners which was why the rates were not spelled out in the agreement.

Discussion took place.

**On motion by Councilmember Mendoza, second by Councilmember McDonald, the C.O.W. moved a resolution authorizing the Mayor to sign an Equipment Maintenance Agreement with Benton County to a regular Council meeting for consideration.**

H

**H. Potential Conflicts of Interest – Legal Services**

City Attorney Plant presented a potential conflicts of interest letter on behalf of his law firm Menke Jackson Beyer Ehlis & Harper, LLP. He advised that the firm also represents the City of Granger and attorneys in his firm also work for Yakima County, City of Yakima and other public entities in Yakima County. He explained that where there was a potential for conflict, it was advisable that the firm obtain the written consent of their clients where the representation of one client may potentially be adverse to the interest of another client and to clarify the course of action should that occur. In the event of a potential conflict, the firm could not represent either the City of Grandview or one of the other local governments, but would assist in retaining other counsel. In the past, the City has worked cooperatively with other local governments. Under these circumstances, it was unlikely representation of the other agencies would adversely affect representation of the City of Grandview. The cities of Granger and Yakima and Yakima County signed similar letters acknowledging the potential for a conflict and consenting to representation.

Following discussion, the C.O.W. concurred and the Mayor signed the potential conflicts of interest letter consenting to continued representation of the City of Grandview by City Attorney Plant.

**5. OTHER BUSINESS**

Snow & Ice Control Budget – City Administrator Arteaga reported that \$27,850 was budgeted in the snow and ice control budget for 2017. From January 1 through January 9, 2017, \$21,320.80 was spent on snow removal costs. The balance of \$6,529 would be expended following today's inclement weather and accumulation of snow. He requested that Council consider a budget amendment of \$50,000 with the funds being transferred from either the Transportation Benefit District Fund or the Current Expense Fund to the Street Fund.

Following discussion, the C.O.W. concurred and directed staff to prepare a budget amendment to transfer \$50,000 to the Street Fund for presentation at the January 24<sup>th</sup> C.O.W. meeting.

**6. ADJOURNMENT**

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

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Mayor Norm Childress

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
JANUARY 10, 2017**

**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, Mike Everett, Dennis McDonald, Gloria Mendoza, Bill Moore, Javier Rodriguez and Joan Souders.

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

**2. PLEDGE OF ALLEGIANCE**

Mayor Childress led the pledge of allegiance.

**3. PRESENTATIONS**

**A. 2015 Wastewater Treatment Plant Outstanding Performance Award – Washington State Department of Ecology**

Due to inclement weather, the Department of Ecology cancelled the presentation of the 2015 Wastewater Treatment Plant Outstanding Performance Award. It was rescheduled to the February 28, 2017 Council meeting.

**4. PUBLIC COMMENT**

Coralea Farris Pickett, 510 Butternut Road, Grandview, expressed concern with the snow and ice removal process and suggested that the \$20 tab fee (Transportation Benefit District Fund) be utilized to provide additional funding for snow removal.

Rose Martin, 906 North Euclid Road, Grandview, expressed concern with the lack of snow removal on North Euclid Road.

**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 December 13, 2016 Committee-of-the-Whole meeting**
- B. Minutes of the December 13, 2016 Council meeting**
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5676-5680 in the amount of \$76,389.65**
- D. Payroll Electronic Fund Transfers (EFT) Nos. 5686-5691 in the amount of \$86,352.03**
- E. Payroll Check Nos. 9295-9353 in the amount of \$108,061.98**
- F. Payroll Direct Deposit 12/1/16 – 12/15/16 in the amount of \$94,520.28**
- G. Payroll Direct Deposit 12/16/16 – 12/31/16 in the amount of \$100,260.66**
- H. Claim Check Nos. 111912-112103 in the amount of \$566,181.88**

6

- I. **Benton County Mosquito Control Board Appointment – Rudy Cortez**
- J. **Ordinance No. 2017-1 amending Sections of the Grandview Municipal Code Title 14 Administration of Development Regulations, Title 16 Subdivisions and Title 17 Zoning to comply with the adoption of the Grandview Growth Management Act Periodic Update – Development Regulations**
- K. **Ordinance No. 2017-2 amending Sections of the Grandview Municipal Code Title 18 Environmental Protection Chapter 18.06 Critical Areas to comply with the adoption of the Grandview Growth Management Act Periodic Update – Critical Areas Ordinance**

6. **ACTIVE AGENDA**

- A. **Notice of Intent to Apply for Funding Assistance to the USDA Rural Development for the purchase of a fire truck and equipment and Resolution No. 2017-1 authorizing the Mayor to obligate USDA Rural Development funding for the purchase of a fire truck and equipment**

At the November 9, 2016 and November 22, 2016 C.O.W. meetings discussion took place regarding purchasing a fire truck and equipment utilizing USDA funding assistance. At the December 13, 2016 regular Council meeting, Marti Canatsey, Community Programs Specialist with USDA Rural Development, made a presentation on the USDA RD Community Facilities Direct Loan Program.

Mayor Childress requested public comments on the City's submission of an application for funding assistance to the United States Department of Agriculture Rural Development to finance the purchase of a fire truck and equipment.

No public comments were received.

**On motion by Councilmember Moore, second by Councilmember Souders, Council approved Resolution No. 2017-1 authorizing the Mayor to obligate USDA Rural Development funding for the purchase of a fire truck and equipment.**

Councilmembers Everett and Brewer voted in opposition.

- B. **Ordinance No. 2017-3 approving a Franchise Agreement between the City of Grandview and Mobilitie, LLC**

This item was previously discussed at the November 22, 2016 C.O.W. meeting.

Staff advised that due to the inclement weather, Jason Verduzco, Permitting Manager with Mobilitie was unable to attend the meeting.

**On motion by Councilmember Everett, second by Councilmember Souders, Council tabled Ordinance No. 2017-3 approving a Franchise Agreement between the City of Grandview and Mobilitie, LLC., to the January 24, 2017 Council meeting.**

**Councilmember Brewer voted in opposition.**

C. **Resolution No. 2017-2 authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2018 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(005)-1 West Fifth Street from Larson to Euclid**

This item was previously discussed at the December 13, 2016 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Everett, Council approved Resolution No. 2017-2 authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2018 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(005)-1 West Fifth Street from Larson to Euclid.

D. **Resolution No. 2017-3 amending Section 7.07 of the City's Personnel Manual as it relates to medical and disability insurance**

This item was previously discussed at the December 13, 2016 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Mendoza, Council approved Resolution No. 2017-3 amending Section 7.07 of the City's Personnel Manual as it relates to medical and disability insurance.

E. **Basin Integrated Plan Economic Study – Policy Brief and Contribution Request**

This item was previously discussed at the November 22, 2016 regular Council meeting and December 13, 2016 C.O.W. meeting.

On motion by Councilmember Souders, second by Councilmember Rodriguez, Council directed staff to prepare a budget amendment to contribute a per-capita financial contribution in the amount of \$676.34 toward the cost of an economic benefit study for the Yakima Basin Integrated Water Resource Management Plan for consideration at the January 24, 2017 C.O.W. meeting.

Councilmember Everett voted in opposition.

F. **Resolution No. 2017-4 authorizing the Mayor to sign an Interlocal Agreement between Yakima County and the City of Grandview for Municipal Court Services and Municipal Court Judge Appointments**

This item was previously discussed at the December 13, 2016 and January 10, 2017 C.O.W. meetings.

On motion by Councilmember Everett, second by Councilmember McDonald, Council approved Resolution No. 2017-4 authorizing the Mayor to sign an Interlocal Agreement between Yakima County and the City of Grandview for Municipal Court Services and confirmed the Mayor's appointment of Judge Donald Engel, Judge Kevin Roy, Judge Brian Sanderson, Judge Alfred Schweppe and Commissioner Kevin Eilmes as Grandview Municipal Court Judges effective January 13, 2017 through January 13, 2021.

**7. UNFINISHED AND NEW BUSINESS**

Snow & Ice Control – Due to inclement weather, City Administrator Arteaga requested that Council be prepared to declare an emergency should the need arise and waive competitive bidding requirements for the purchase of materials or services necessary for snow removal and ice control.

**On motion by Councilmember Brewer, second by Councilmember Souders, Council declared the inclement weather conditions as an unanticipated emergency and in the event it becomes necessary authorized the Mayor to enter into such contracts as appropriate for snow removal and ice control.**

**8. CITY ADMINISTRATOR AND/OR STAFF REPORTS – None**

**9. MAYOR & COUNCILMEMBER REPORTS**

Snow Removal Commendation – The Mayor and Council commended the Public Works Department for their snow removal efforts during the past week of inclement weather.

YVCOG General Membership Meeting – Mayor Childress reported that the YVCOG General Membership meeting was scheduled for January 18<sup>th</sup> in Sunnyside.

Pacific Power Foundation Grant – Mayor Childress reported that the City received a \$4,000 grant from the Pacific Power Foundation to fund the exterior signage at the new Museum. Additional grant requests were submitted by the Police Department for funds to purchase a new police repeater and the Parks & Recreation Department for the Arbor Day tree planting.

**10. ADJOURNMENT**

**On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the meeting at 8:20 p.m.**

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Mayor Norm Childress

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Anita Palacios, City Clerk

## Anita Palacios

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**From:** Jason Verduzco <jverduzco@mobilite.com>  
**Sent:** Thursday, November 17, 2016 4:05 PM  
**To:** Anita Palacios  
**Subject:** Mobilite Letter and WA PUC Certificate  
**Attachments:** WA PUC Doc.pdf; Grandview Proposal Letter.docx; Transport Pic.docx

Hello Anita,

Please find the attached Proposal Letter, sample photo, and WA PUC Certificate. If there is anything else that you need, please let me know.

Thank You,

**Jason Verduzco**  
Permitting Manager  
[jverduzco@mobilite.com](mailto:jverduzco@mobilite.com)  
Mobile: 509-290-4472  
2955 Redhill Ave, Suite 200 | Costa Mesa, CA 92626  
[www.mobilite.com](http://www.mobilite.com)



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November 17, 2016

City of Grandview, WA  
603 North Willoughby  
Grandview, WA 98930

RE: CLEC Telecommunications Utility Installation

Dear Cus Arteaga,

Mobilitie, LLC is a CLEC Telecommunications Utility company regulated by the Washington Public Utilities Commission to provide telephone related services, such as facilities based competitive local exchange and interexchange services. To meet the growing demand for connectivity, Mobilitie is deploying a hybrid transport network that provides high-speed, high-capacity bandwidth in order to facilitate the next generation of devices and data-driven services. This network can support a variety of technologies and services that require connectivity to the internet, including, but not limited to, driverless and connected vehicles (commercial, personal and agricultural), remote weather stations and mobile service providers. These transport utility poles and facilities are not dedicated to any particular customer, and, to the extent capacity on the structures is available, and available to be used by other municipal entities.

Mobilitie plans to construct the utility infrastructure within the next 18 months. Our hybrid transport network is an industry changing approach that seeks to improve backhaul connectivity for the City's residents. We are excited to work with you and are available to answer questions. If you have questions, please contact me at 509-290-4472.

Thank you for your attention to this matter.

Respectfully submitted,

*Jason Verduzco*

Jason Verduzco  
Permitting Manager

\*Enclosure

WASHINGTON

**UTC**

UTILITIES AND TRANSPORTATION  
COMMISSION

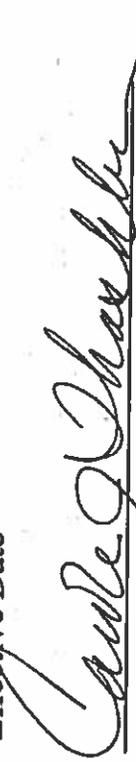
REGISTRATION  
OF

Mobilitie, LLC

AS A COMPETITIVE  
TELECOMMUNICATIONS COMPANY

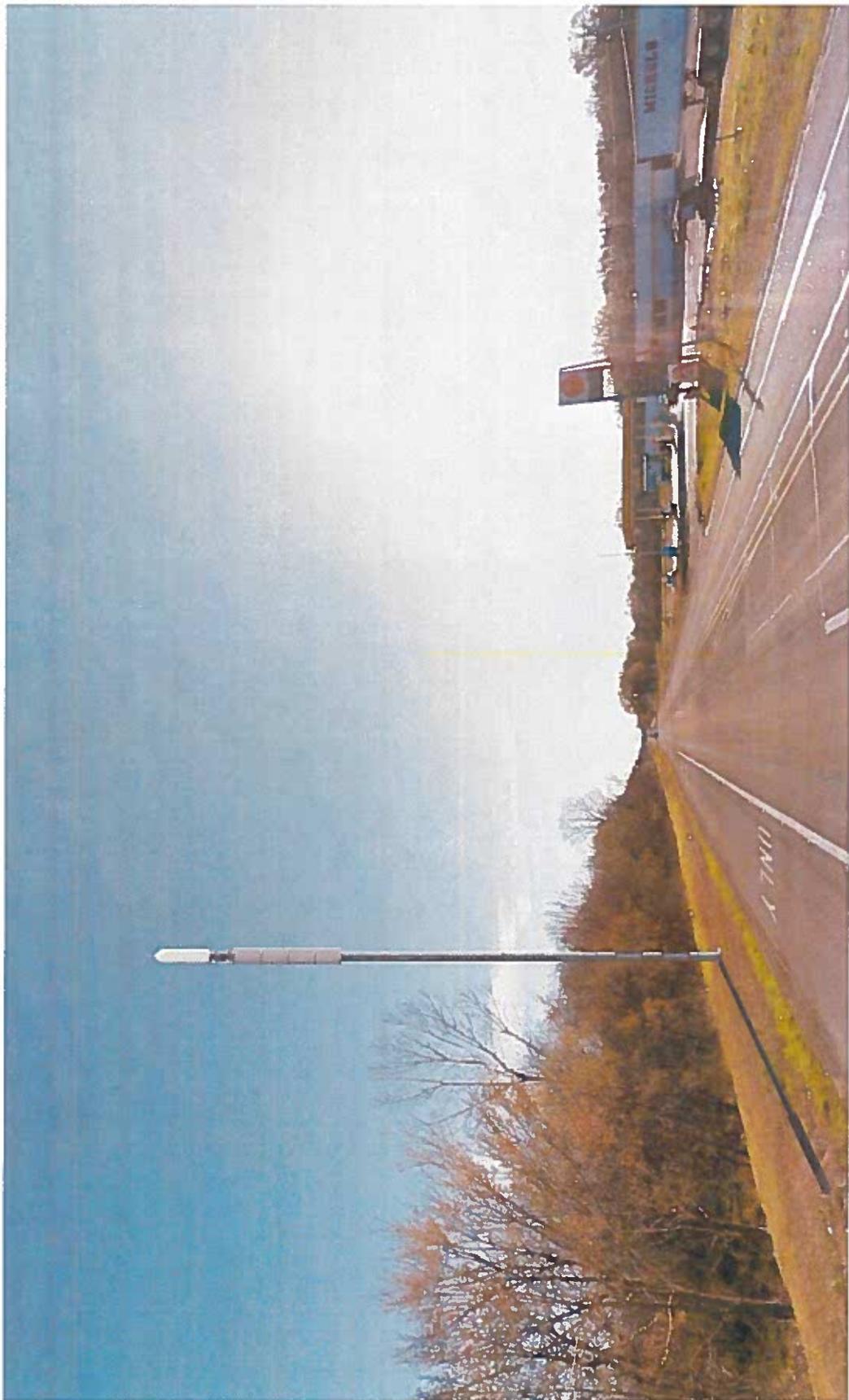
Docket Number UT-070510

April 13, 2007  
Effective Date



CAROLE J. WASHBURN  
Executive Secretary

CERTIFICATE IS NOT TRANSFERABLE



## Anita Palacios

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**From:** Jason Verduzco <jverduzco@mobilitie.com>  
**Sent:** Wednesday, January 11, 2017 11:44 AM  
**To:** Anita Palacios  
**Subject:** Mobilitie Construction Drawings  
**Attachments:** Stamped - SE90XCM01A\_CONSTDWGS90\_20160723\_A1P.PDF

Here you go ☺

**Jason Verduzco**  
Permitting Manager  
[jverduzco@mobilitie.com](mailto:jverduzco@mobilitie.com)  
Mobile: 509-290-4472  
2955 Redhill Ave, Suite 200 | Costa Mesa, CA 92626  
[www.mobilitie.com](http://www.mobilitie.com)



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14



**SITE ID: 9WAX000719A**

**SITE LOCATION:**

**693 WALLACE WAY, GRANDVIEW, WA 98930  
WALLACE WAY & FORSELL RD  
46.25984°, -119.920838°**



**DO NOT SCALE DRAWINGS**

REPRODUCED FROM THE ORIGINAL DRAWING. ALL DIMENSIONS AND LOCATIONS ARE AS SHOWN ON THE ORIGINAL DRAWING. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE ORIGINAL DRAWING AUTHOR.

**GENERAL NOTES**

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**SITE INFORMATION**

APPLICANT: MOBILITIE  
 PROJECT: WALLACE WAY, GRANDVIEW, WA 98930  
 PUBLIC WORKS / PROJECT: MOBILITIE  
 PROJECT ADDRESS: 693 WALLACE WAY, GRANDVIEW, WA 98930  
 PROJECT PHONE: 509-425-1111  
 PROJECT FAX: 509-425-1111  
 PROJECT EMAIL: 9WAX000719A@GALCO.COM  
 PROJECT WEBSITE: www.galco.com  
 PROJECT CONTACT: JAMES TRONCONE  
 PROJECT CONTACT PHONE: 509-425-1111  
 PROJECT CONTACT EMAIL: james.troncone@galco.com

**PROJECT TEAM**

MOBILITIE, LLC  
 10000 W. CENTRAL EXPRESSWAY, STE. 100  
 CRESTVIEW, WA 98930  
 APPLICANT: JAMES TRONCONE  
 CONTACT: JAMES TRONCONE  
 EMAIL: james.troncone@galco.com



**SITE ACQUISITION**

**DATE:** 07/23/2019  
**BY:** SAIKOO

REV	DATE	DESCRIPTION	BY
0	07/23/2019	ISSUE FOR CONSTRUCTION	ENG



**PROJECT DESCRIPTION**

**SHEET NO. SHEET TITLE**

**TITLE SHEET**

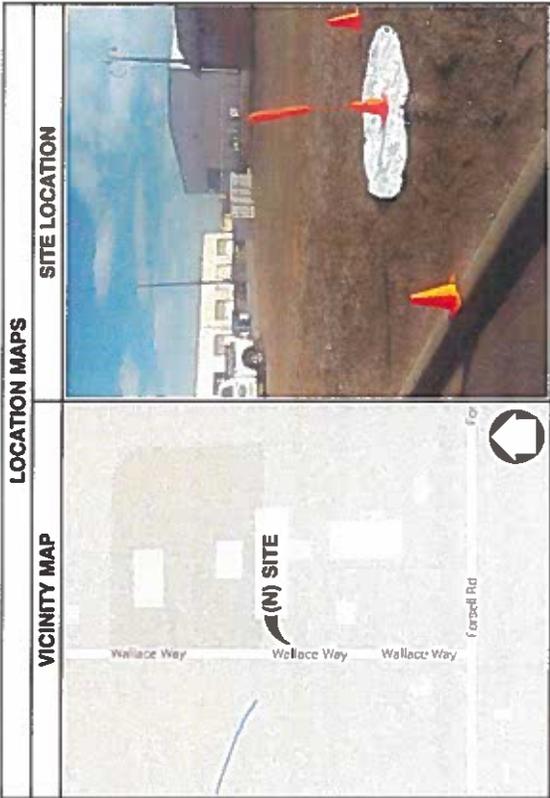
**SHEET NUMBER T-1**

**PROJECT DESCRIPTION**

**ENGINEERING**

**DRAWING INDEX**

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
T-2	GENERAL NOTES
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T-4	GENERAL NOTES
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T-34	GENERAL NOTES
T-35	GENERAL NOTES
T-36	GENERAL NOTES
T-37	GENERAL NOTES
T-38	GENERAL NOTES
T-39	GENERAL NOTES
T-40	GENERAL NOTES
T-41	GENERAL NOTES
T-42	GENERAL NOTES
T-43	GENERAL NOTES
T-44	GENERAL NOTES
T-45	GENERAL NOTES
T-46	GENERAL NOTES
T-47	GENERAL NOTES
T-48	GENERAL NOTES
T-49	GENERAL NOTES
T-50	GENERAL NOTES



15





DRAWN BY:	BARCO
DATE:	07/22/2018

REV	DATE	DESCRIPTION	BY
0	07/22/2018	REV CONSTRUCTION	ENG



THIS DOCUMENT IS THE PROPERTY OF WALLACE WAY & FORCELL ROAD, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND AT THE LOCATION SPECIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF WALLACE WAY & FORCELL ROAD, INC.

SITE ID: 9WAX060718A

603 WALLACE WAY  
GRANDVIEW, WA 98003  
WALLACE WAY & FORCELL RD  
(M) STEEL UTILITY POLE

SHEET TITLE  
**TRAFFIC CONTROL PLAN**

SHEET NUMBER  
**TC-1**

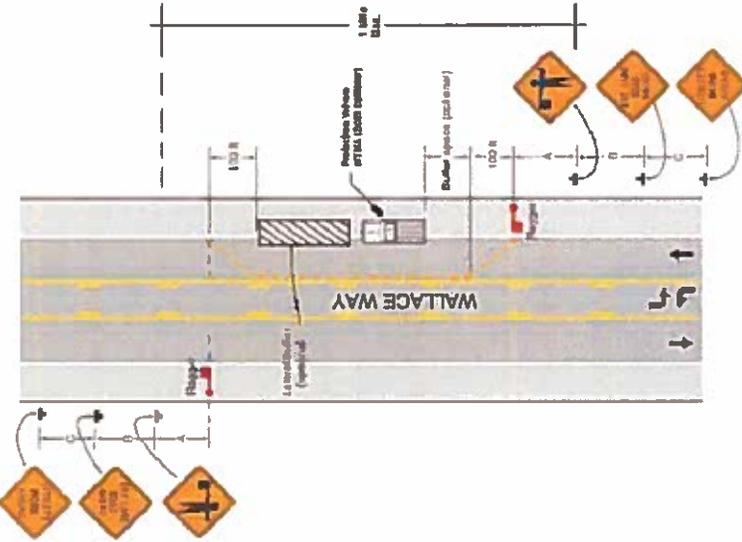
Robert Walker, PE  
704 W 118th Ave  
Orem, UT 84058  
(801) 224-3018  
No. TC License No. 30887

Speed (MPH)	Distance (ft.)
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730

When Buffer Space cannot be attained due to geometric constraints, the greatest attainable length shall be used, but not less than 200 ft.

**CONDITIONS**

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRUCH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY



**GENERAL NOTES**

1. Work operations shall be confined to one traffic lane, leaving the opposite lane open to traffic.
2. Additional one-way control may be effected by the following means:
  - Flag-carrying vehicle
  - Official vehicle
  - Pilot vehicle
  - Traffic signal
3. The "ONE LANE ROAD" signs are to be fully covered and the "FLAGGER" signs either removed or fully covered when no work is being performed and the roadway is open to two-way traffic.
4. When a side road intersects the roadway within the TTC zone, additional TTC devices shall be placed in accordance with applicable TCZ indexes.
5. The two channelizing devices directly in front of the work area and the one channelizing device directly at the end of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
6. For general TCZ requirements and additional information, refer to MUTCD.

**DURATION NOTES**

1. "ROAD WORK AHEAD" and the "BE PREPARED TO STOP" signs may be omitted if all of the following conditions are met:
  - a. Work operations are 60 minutes or less
  - b. Speed limit is 45 MPH or less
  - c. No sight obstructions to vehicles approaching the work area for a distance equal to the buffer space
  - d. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating
  - e. Volume and complexity of the roadway has been considered

DIMENSIONS	FEET
A (Distance Between Signs)	100
B (Distance Between Signs)	100
C (Distance Between Signs)	100
L (Merging Taper Length)	125
Maximum Taper Channelizing Device Spacing	25
Maximum Tangent Channelizing Device Spacing	50

Speed (MPH)	Spacing (ft.)			
	A	B	C	D
40 or less	200	200	200	100
41 to 49	350	350	350	175
50 to 54	500	500	500	250
55 or greater	2640	1640	1000	500

- "ROAD WORK 1 MILE" sign may be used as an alternate to the "ROAD WORK AHEAD" sign
- 500' beyond the "ROAD WORK AHEAD" sign or midway between signs, whichever is less
- "BE PREPARED TO STOP" sign may be omitted for speeds of 45 MPH or less

**LEGEND**

- CHANNELING DEVICE
- SIGN
- ▭ WORK SPACE
- FLAGGER
- DIRECTION OF TRAFFIC





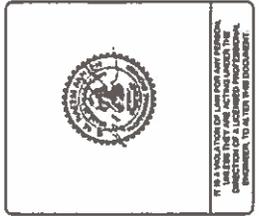




**SITE ACQUISITION**

**DATE:** 07/23/2018  
**DATE:** 07/23/2018

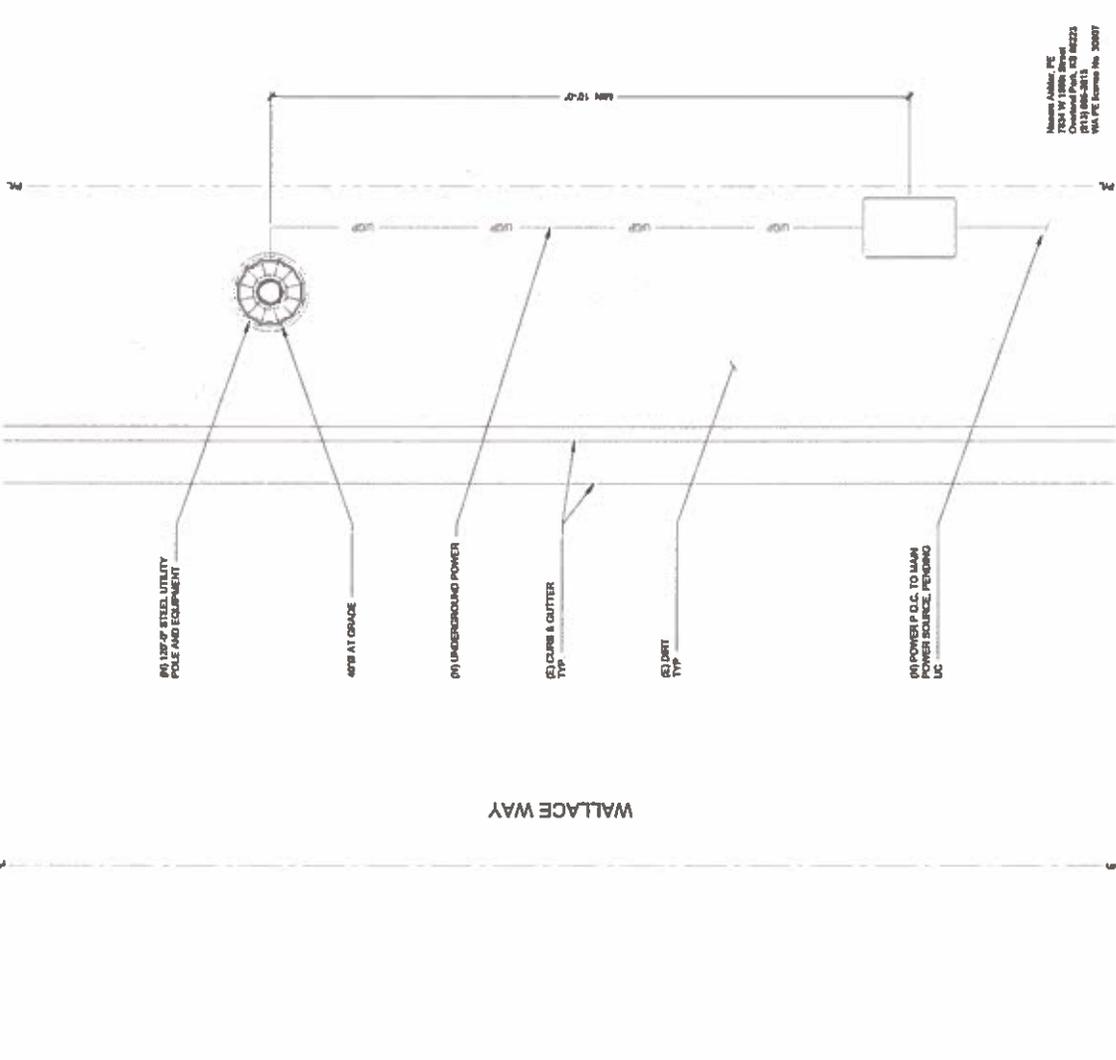
REV	DATE	DESCRIPTION	BY
1	07/23/2018	ISSUE FOR CONSTRUCTION	END



**SITE ID:** 9WA000718A  
 683 WALLACE WAY  
 GRANDVIEW, WA 98530  
 WALLACE WAY & FORSELL RD  
 (M) STEEL UTILITY POLE

**SHEET TITLE**  
**ELECTRICAL PLAN**

**SHEET NUMBER**  
**E-1**

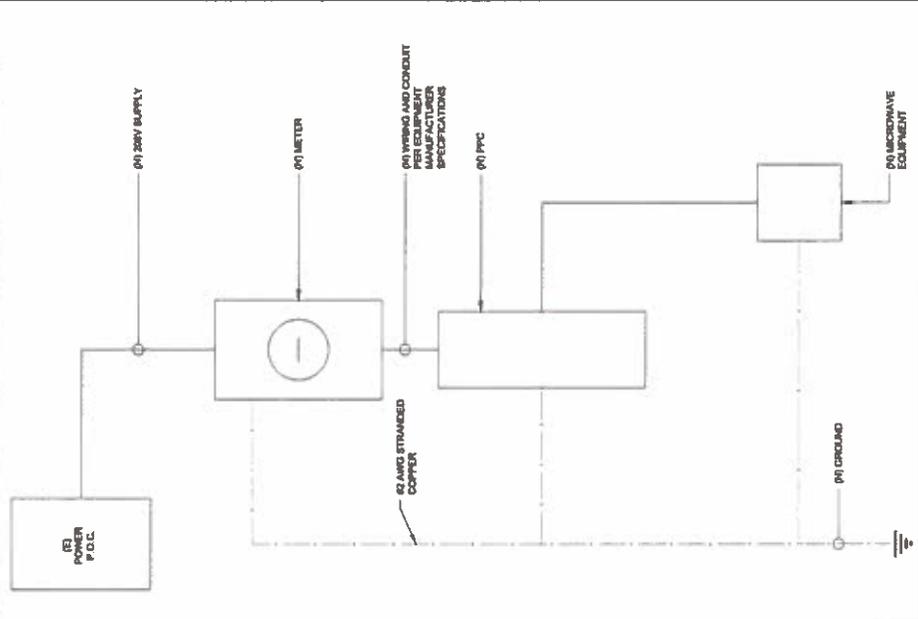


DESIGNER: J. ...  
 CHECKER: ...  
 DATE: ...  
 WA P.E. License No. 30857

DISCLAIMER: THIS DRAWING IS DIAGNOSTIC AND NOT FOR CONSTRUCTION, AND SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE BENEFIT OF A CIVIL SURVEY (BY OTHERS). THE USER SHALL BE RESPONSIBLE FOR VERIFYING ALL UTILITIES, INCLUDING PROPOSED UTILITY CONNECTIONS, INCLUDING AND EASEMENTS, TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

**POLE INFORMATION**

**SITE NAME:** 9WA000718A  
**PROJECT:** ...  
**POLE HEIGHT:** 48.2584L - 118.8282H  
**POLE TYPE:** T80 STEEL UTILITY POLE  
**ATTACHMENT HEIGHT:** 40'  
**INSTALLATION TYPE:** T80 UNDERGROUND  
**RECORD POLE OWNER:** T80  
**RECORD POLE ID NUMBER:** T80  
**DESIGNER AC POC (M) (E) POLE:** T80  
**POWER PROVIDER:** T80  
**INSTALLATION POC:** T80  
**CONSTRUCTION POC TO SITE:** T80  
**UTILITY PROVIDER:** T80  
**VISIBLE WIRING OPTION:** T80  
**SPECIAL SITE NOTES:** N/A



**2 PRELIMINARY UTILITY PLAN**

**ONE-LINE DIAGRAM**

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SITE ACQUISITION

DATE: 8/7/2018

DATE: 8/7/2018

REV	DATE	DESCRIPTION	BY
1	8/7/2018	ISSUE FOR CONSTRUCTION	DM



IT IS A CONDITION OF THE PERMIT FOR ANY PERSON TO CONDUCT ANY AND ALL WORK UNDER THE JURISDICTION OF THE STATE OF WASHINGTON TO OBTAIN A PERMIT FROM THE DEPARTMENT OF TRANSPORTATION.

SITE ID: 9WAX000718A

668 WALLACE WAY  
GRANDVIEW, WA 98008  
WALLACE WAY & FORSELL RD  
(M) STEEL UTILITY POLE

SHEET TITLE  
**STRUCTURAL  
DETAILS**

SHEET NUMBER  
**S-1**

**POLE DESIGN NOTES:**

- POLE IS DESIGNED FOR EXPOSURE C TO THE TIA-222-G STANDARD.
  - ALL WIND SPEEDS ARE BASED ON A SECOND QUANTILE WIND SPEED OF 110 MPH.
  - POLE IS DESIGNED FOR A 30 MPH BASIC WIND IN ACCORDANCE WITH TIA-222-G STANDARD.
  - POLE IS ALSO DESIGNED FOR A 30 MPH BASIC WIND WITH 6.75 IN ICE. ICE IS CONSIDERED TO INCREASE THICKNESS WITH HEIGHT.
  - DEFLECTIONS ARE BASED UPON A 90 MPH WIND.
  - POLE STRUCTURE CLASS IS
  - FOUNDATION DIMENSIONS DETERMINED USING NORMAL SOILS. SITE SPECIFIC GEOTECH REQUIRED FOR FINAL DESIGN.
  - POLE MANUFACTURER NOTES:
- THERMAL STUDY SHALL BE PERFORMED BY THE POLE MANUFACTURER TO DETERMINE THE RANGE OF EQUIPMENT INSIDE POLE IS BEING ACCURATELY COOLED / HEATED AND PROVIDE A CLIMATE CONTROL SYSTEM AS NECESSARY BY DESIGN.
  - POLE MANUFACTURER SHALL ENSURE THE POLE IS WATERPROOF SO THAT THE INTERIOR COMPONENTS OF THE POLE ARE NOT ADVERSELY AFFECTED BY THE EXTERIOR ELEMENT.
  - POLE ANALYSIS CALCULATIONS AND THERMAL STUDY SHALL BE PROVIDED TO THE ENGINEER OF RECORD WITH THE POLE SUBMITTAL PACKAGE.
  - POLE SHAWT AND ALL PORT FOR STEEL TO BE 64 KSI.
  - ALL OTHER PLATE TO BE 80 KSI.

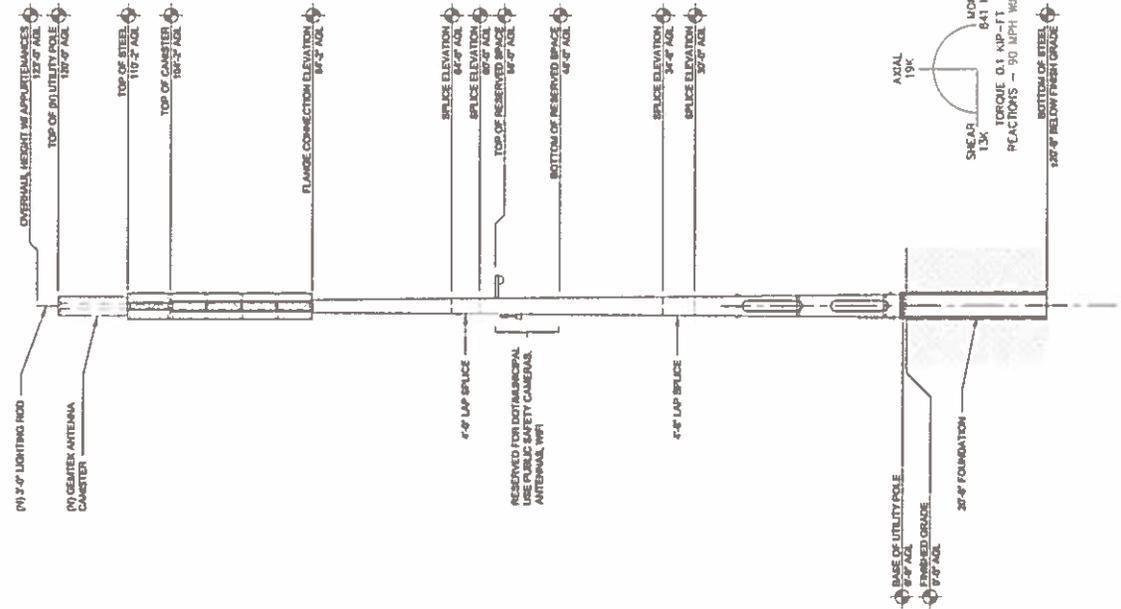
Material: A572-65  
Tensile: 65 ksi  
Yield: 45 ksi  
Elongation: 21%  
ASTM A572-65  
1973 (Revised 2015)  
1917 (Revised Nov. 2007)

**MATERIAL STRENGTH**

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-65	45 ksi	65 ksi	A572-65	65 ksi	80 ksi
A36	36 ksi	58 ksi			

**EQUIPMENT CHART**

QTY	DESCRIPTION	CENTERLINE (A-CL)	DIMENSIONS (HxWxD)	WEIGHT
1	GENTEK ANTENNA CANNISTER	115'-5" +/-	118" x 35" x 12"	8.33 LBS
2	3' MICROWAVE DISH ANTENNA	107'-2" +/-	6" x 12.1" x 2.8"	22 LBS
3	2500 MHZ FILTER	99'-8" +/-	25" x 18" x 6"	66 LBS
3	800 MHZ FILTER	95'-2" +/-	18" x 11" x 15.4"	53 LBS
3	800 MHZ RRU	93'-2" +/-	18" x 11" x 15.4"	53 LBS
3	1900 MHZ RRU	89'-2" +/-	23" x 16" x 1.1"	60 LBS



SECTION	LENGTH (FT)	NUMBER OF SIDES	THICKNESS (IN)	TOP DIAMETER	BOTTOM DIAMETER	GRADE	WEIGHT (K)	REFERENCE SHEET
5	33.750	12	0.575	30.876	38.000	A572-65	4.7	5-2
4	34.000	12	0.250	25.194	32.319	A572-65	2.7	5-3
3	24.167	12	0.188	21.344	26.407		1.2	5-3
2								
1								

**POLE ELEVATION**

Handwritten number: 42

**ORDINANCE NO. 2017-3**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING A FRANCHISE AGREEMENT BETWEEN THE CITY OF  
GRANDVIEW AND MOBILITIE, LLC**

**WHEREAS**, the City is authorized to grant franchises for the installation, operation and maintenance of telecommunications services within the City; and,

**WHEREAS**, the grantee, Mobilitie, LLC, has represented to the City that it provides a telephone business as defined by RCW 82.16.010, and has applied to the City for a telecommunications service franchise to construct, operate and maintain a telecommunications service within the City; and,

**WHEREAS**, the City is willing to accept such a franchise subject to the terms and conditions stated herein and to abide by these terms and conditions; and,

**WHEREAS**, the City Council finds that it would serve the public interest of the residents of the City to grant a non-exclusive telecommunications services franchise to Mobilitie, LLC, subject to the terms and conditions set forth below.

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

Section 1. The Mayor is hereby authorized to sign and otherwise execute the franchise agreement with Mobilitie, LLC. The terms and conditions governing the franchise shall be those set forth in the franchise agreement attached hereto as Exhibit A.

Section 2. This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on January 24, 2017.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

PUBLICATION: 1/11/17  
EFFECTIVE: 1/16/17

**FRANCHISE AGREEMENT BETWEEN THE  
CITY OF GRANDVIEW AND MOBILITIE, LLC,  
FOR THE USE OF PUBLIC RIGHTS-OF-WAY**

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**FRANCHISE AGREEMENT BETWEEN THE  
CITY OF GRANDVIEW AND MOBILITIE, LLC,  
FOR THE USE OF PUBLIC RIGHTS-OF-WAY**

This FRANCHISE AGREEMENT FOR THE USE OF PUBLIC RIGHTS OF WAY ("Agreement") is made and entered into by and between the City of Grandview ("City" or "Franchisor"), and Mobilitie, LLC, a Nevada limited liability company ("Franchisee"). The City and Franchisee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**WHEREAS**, The City has the power to regulate the public rights-of-way within its territorial boundaries;

**WHEREAS**, Franchisee is a registered Competitive Telecommunications Company in the State of Washington, Docket # UT-070510;

**WHEREAS**, Franchisee desires the use of the public rights-of-way for the purpose of installing, maintaining and operating communications facilities as defined by this Agreement pursuant to applicable law, in a manner consistent with the City's public rights-of-way regulations, and all other applicable local, state and federal regulations; and

**NOW THEREFORE, IN RECOGNITION OF MUTUAL CONSIDERATION, THE ABOVE PARTIES AGREE TO THE FOLLOWING:**

**SECTION 1. DEFINITIONS**

For purposes of this Agreement the following terms shall have the same meanings herein. When not inconsistent with the context, words in the plural number include the singular number, and words in the singular include the plural.

- (a) "Annual License Fee" means the annual rate described in Section 5 of this Agreement.
- (b) "Backhaul Equipment" means broadband backhaul transmission facilities, whether provided by landline communications infrastructure (including, without limitation, fiber, conduit and related equipment and improvements) ("Landline Backhaul Equipment") and/or wireless communications infrastructure (including, without limitation, wireless microwave and related cables, wires, equipment and improvements) ("Wireless Backhaul Equipment") that interconnects with Wireless Communication Equipment at the Point-of-Demarcation and is for the purpose of providing Backhaul Service.
- (c) "Backhaul Service" means communications transport service, whether provided by Landline Backhaul Equipment or Wireless Backhaul Equipment that interconnects with the Wireless Communication Equipment at the Point-of-Demarcation.

- (d) “City Representative” means the then current person at the City that oversees administration of this Agreement, or his/her designee.
- (e) “Communication Facility” means Wireless Communication Equipment and/or Backhaul Equipment.
- (f) “Communication Service” means Wireless Communication Service and/or Backhaul Service.
- (g) “Communication Site” means a location in the Public Rights-of-Way selected for the Communication Facility.
- (h) “Communication Site Application” means a document, substantially in the form attached as Exhibit A, which shall identify the location of the proposed Communication Site, describe the characteristics of the proposed Communication Facility installation, and be accompanied by relevant documents to support approval of the proposed installation.
- (i) “Communication Sites Inventory” means an accurate and current inventory of all Communication Sites approved by the City pursuant to this Agreement.
- (j) “Effective Date” means the latest date on which this Agreement is signed by both Parties.
- (k) “Gross Revenues” means any and all revenue, of any kind, nature, or form, without deduction for expenses in the City, but exclusive of (1) any payments, reimbursements or pass-throughs from any third party to Franchisee for utility charges, taxes and other pass-through expenses, or in connection with maintenance work performed or Communication Facilities installed by Franchisee, (2) site acquisition, construction management or supervision fees related to the installation of the Communication Facilities, and (3) contributions of capital by any third party to reimburse Franchisee in whole or in part for the installation of the Communication Facilities. All such revenue remains subject to applicable FCC rules and regulations which exclude revenues from internet access services while prohibited by law.
- (l) “Point of Demarcation” means the point of where the Wireless Communication Equipment terminate and interconnect with Backhaul Equipment.
- (m) “Rights-of-Way” or “Public Rights-of-Way” means the surface of, and the space above and below, any public street, road, highway, freeway, lane, path, public way or place, sidewalk, alley, boulevard, parkway, drive, or other easement now or hereafter-held by the City or over which the City exercises any rights of management control.

- (n) “Rights-of-Way Regulations” means all portions of City ordinances that concern the regulation or management of Public Rights-of-Way, which are applicable to all utilities operating within the City.
- (o) “Rights-of-Way Manager” means the then current person at the City that oversees the Public Rights-of-Way, or his/her designee.
- (p) “Supplemental License” means a document, substantially in the form attached as Exhibit B. Each Communication Site installation will be subject to a Supplemental License.
- (q) “Transmission Media” means radios, antennas, transmitters, wires, fiber optic cables, and other wireless transmission devices which are part of the Wireless Communication Equipment.
- (r) “Unauthorized Communication Site” means use of Public Rights-of-Way for the installation of Communication Facility on City poles or poles owned by another party, or for the installation of Franchisee poles or any other facilities, for which Franchisee did not receive approval under this Agreement.
- (s) “Unauthorized Installation Charge” means the license fee payable by Franchisee to the City under this Agreement for an Unauthorized Communication Site.
- (t) “Wireless Communication Service” means wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the public in general using spectrum radio frequencies, whether or not licensed by the Federal Communication Commission (“FCC”) or any successor agency.
- (u) “Wireless Communication Equipment” means the Transmission Media attached, mounted, or installed on a pole located in Public Rights-of-Way, in addition to control boxes, cables, conduit, power sources, and other equipment, structures, plant, and appurtenances between the Transmission Media and the Point-of-Demarcation for the purpose of providing Wireless Communication Service.

## **SECTION 2. GRANTING CLAUSE**

- (a) **Franchise to Use Rights-of-Way** – The City hereby grants Franchisee, a non-exclusive franchise to use and occupy Rights-of-Way throughout the territorial boundaries of the City, as these boundaries may be adjusted from time-to-time due to annexations, for the permitted uses contemplated under Section 3, subject to the conditions outlined in this Agreement.
- (b) **License to Use City Poles** – The City also grants Franchisee the right to use City poles for the purpose of attaching the Communication Facility based on the then-

current inventory of City poles. Access to individual City poles will be determined on a case-by-case basis pursuant to the provisions of this Agreement.

- (c) **Non-Exclusive License** – The Franchisee’s right to use and occupy the Public Rights-of-Way and attach to City poles shall not be exclusive as the City reserves the right to grant a similar use of same to itself or any person or entity at any time during the Term.
- (d) **No Cable or Open Video System Services** - This Franchise does not authorize Franchisee to provide Cable or Open Video System services. This Franchise is not a bar to imposition of any lawful condition on Franchisee with respect to Cable or Open Video System services, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Franchisee of any obligation it may have to obtain from the City separate authorization to provide Cable or Open Video System services, or to relieve Franchisee of its obligation to comply with any such authorizations that may be lawfully required.

### **SECTION 3. PERMITTED USE OF RIGHTS-OF-WAY**

- (a) **Provision of Personal Communication Service** – Public Rights-of-Way may be used by Franchisee, seven (7) days a week, twenty-four (24) hours a day, only for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of the Communication Facility by Franchisee from time to time for Wireless Communication Service and/or Backhaul Service or to comply with applicable law, and not for any other purpose whatsoever. This Agreement shall include new types of Wireless Communication Equipment or Backhaul Equipment that may evolve or be adopted using wireless technologies. Franchisee shall, at its expense, comply with all applicable federal, state, and local laws, ordinances, rules and regulations in connection with the use of Public Rights-of-Way.
- (b) **Installations** – Wireless Communication Equipment and Wireless Backhaul Equipment may be installed only on the City’s poles under the terms of this Agreement, on poles under the terms of a separate agreement with the owner of such poles, or on Franchisee’s poles and surrounding space until the Point-of-Demarcation, and Landline Backhaul Equipment may be installed only at the locations and as provided in a Supplemental License executed by the City. If the Communication Facility is to be installed on a Franchisee pole, such pole shall be deemed part of the Communication Facility for purposes of this Agreement.

### **SECTION 4. TERM AND AMENDMENTS**

- (a) **Term of Agreement** – The term of this Agreement shall be for ten (10) years commencing on the Effective Date and ending at midnight on the last day of the term (the “Term”), provided however that, unless either Party provides written notice to the other Party prior to expiration of the Term that the notifying Party will

not renew the Term, the Term will automatically renew for one (1) additional ten (10) year period, upon the same terms and conditions set forth in this Agreement. Notwithstanding the foregoing, in no event shall the Term expire until: (i) terminated pursuant to Section 18, or (ii) the expiration or earlier termination of all Supplemental Licenses entered into hereunder.

- (b) **Supplemental Licenses** – Each Communication Site will be subject to a Supplemental License pursuant to the terms and conditions of this Agreement. The term of each Supplemental License shall be for (5) years commencing on the date the corresponding Communication Site Application is approved as provided hereunder (“Commencement Date”), provided however that, so long as the Term is still in effect, unless Franchisee provides written notice to the City prior to the expiration of the then current term that Franchisee will not renew the term, the term will automatically renew for consecutive five (5) year periods, upon the same terms and conditions set forth in this Agreement.
- (c) **Termination of Supplemental Licenses** – A Supplemental License may be terminated prior to the expiration of the Term: (i) by the City upon notice to Franchisee, if Franchisee fails to pay any amount when due hereunder concerning the applicable Communication Facility and such failure continues for fifteen (15) days after Franchisee's receipt of written notice of nonpayment from the City; or (ii) by either Party upon notice to the other Party, if such other Party materially breaches any provision of this Agreement concerning the applicable Communication Facility and the breach not cured within sixty (60) days after receipt of written notice of the breach from the non-breaching Party; or (iii) by the City upon written notice to Franchisee that the City requires the removal of the Communications Facility, or the pole upon which a Communications Facility is affixed, for reasons pertaining to public safety (including traffic and transportation safety) or municipal infrastructure alterations or improvements; or (iv) by Franchisee, at any time, with or without cause, upon notice to the City.
- (d) **Effect of Termination** – All Annual License Fees paid prior to the expiration or earlier termination of the Supplemental License shall be retained by the City. Within thirty (30) days after such expiration or earlier termination, Franchisee shall provide the City Representative with a schedule and timeline for removing the Communication Facility reasonably acceptable to the City Representative, excluding subsurface infrastructure. Franchisee shall continue to be liable to the City for the Annual License Fee prorated for every month that such Communication Facility remains in the Rights-of-Way and the Supplemental Franchisee shall be deemed to remain in effect until it is removed. After such removal, the Supplemental License shall be of no further force or effect and Franchisee shall have no further obligations for the payment of Annual License Fees to the City in connection therewith.

## SECTION 5. COMPENSATION AND FINANCIAL PROVISIONS

- (a) **Franchise Fee** - Franchisee and the City understand that RCW 35.21.860, as of the effective date of this Franchise, prohibits imposition of a municipal franchise fee applicable to revenues from telephone business activities. Franchisee agrees that if this statutory prohibition is removed, and the City obtains the explicit authority from the State to impose a municipal franchise fee applicable to revenue from telephone business activities, and if the City imposes such a fee on all other entities engaged in telephone business activities within the City, then Franchisee's Gross Revenues for telephone business activities will be included in the Gross Revenues from its business activities and subject to a franchise fee. Further, if, during the term of this Franchise, Franchisee should add to or modify the services it offers in such a way so that the aforementioned prohibition against imposition of a municipal franchise fee did not apply, the City may assess a reasonable franchise fee. Franchisee and the City agree that a reasonable franchise fee would be no less than three percent (3%) of Franchisee's Gross Revenues for telephone business activities within the City. Franchisee and the City agree that nothing in this Section limits the right of Franchisee to challenge imposition of a municipal franchise fee pursuant to 47 USC § 253.
- (b) **Utility Tax** - Franchisee and the City further understand and agree that RCW 35.21.870, as of the effective date of this Franchise, limits the rate of City tax upon telephone business activities as may be defined in Grandview Municipal Code to six percent (6%) of Gross Revenues, unless a higher rate is approved by a vote of the people. However, Franchisee and the City agree that nothing in this Franchise shall limit the City's power of taxation, as may now or hereafter exist.
- (c) **Stipulation by Franchisee** - Franchisee hereby stipulates that all of its business activities in the City as identified in this Agreement are taxable activities subject to the six percent (6%) rate to be included in Gross Revenues received, as imposed under the City's occupation taxes on utilities, adopted in Grandview Municipal Code Section 3.60.050. Therefore, throughout the term of this Franchise, Franchisee shall include all Gross Revenue received from all of its business activities within the City as taxable activities, subject to the six percent (6%) rate imposed under the City's occupation taxes on utilities as adopted in GMC Section 3.60.050.
- (d) **Payment of the City's costs** - Franchisee shall pay the City all reasonable costs of granting, enforcing or reviewing the provisions of this Franchise as ordered by the Mayor or designee, including costs incurred by the City prior to approval of the Franchise, specifically to include attorney's fees reasonably incurred by the City in reviewing this agreement and negotiating over the terms of this agreement with Franchisee prior to presentation and approval by the City Council in an amount not to exceed \$2,500.00, whether as a result of accrued in-house staff time or out-of-pocket expenses or administrative costs. Such obligation further includes municipal fees related to receiving and approving permits, licenses or

other required approvals, inspecting plans and construction, or relating to the preparation of a detailed statement pursuant to RCW 43.21C.

Upon request of Franchisee, the City will submit proof of any charges or expenses incurred as defined in Section 5(d) of this Franchise. Said charges or expenses shall be paid by Franchisee no later than thirty (30) days after Franchisee's receipt of the City's billing thereof.

- (e) **Payment of other taxes and fees** - Franchisee shall pay all other taxes and fees applicable to its operations and activities within the City, all such obligations also being a condition of this Franchise. Such payments shall not be deemed franchise fees or payments in lieu thereof.
- (f) **Payments** - Franchisee shall make all required payments in the form, intervals and manner requested by the City and shall furnish the City any and all information related to the City's revenue collection functions reasonably requested.

City utility tax (see Section 5(b)) payments shall be paid by Franchisee to the City of Grandview as directed by the City. No acceptance of any payment by the City shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim, which the City may have for further or additional sums payable under the provisions of this Franchise.

Neither current nor previously paid utility taxes may be subtracted from the Gross Revenue amount upon which utility tax payments are calculated and due for any period. Nor shall any license fee(s) paid by Franchisee be subtracted from Gross Revenues for purposes of calculating utility tax payments.

Any utility taxes owing pursuant to this Franchise which remain unpaid for more than ten (10) days after the dates specified herein shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum or two percent (2%) above prime lending rate as quoted by major Seattle banks, whichever is greater.

- (g) **Financial Records** - Franchisee shall manage all of its operations in accordance with a policy of keeping books and records open and accessible to the City for purposes of performing an audit as described below. The City shall have the right, as necessary or desirable for effectively administering and enforcing this Franchise, to inspect at any time during normal business hours upon thirty (30) days prior written notice, all books, records, maps, plans, financial statements, service complaint logs, performance test results, records required to be kept by Franchisee and/or any parent company of Franchisee pursuant to the rules and regulations of the FCC, WUTC and other regulatory agencies, and other like materials Franchisee and/or any parent company of Franchisee which directly

relate to the operation of this Franchise.

Access to the aforementioned records referenced in Section 5(g) shall not be denied by Franchisee to representatives of the City on the basis that said records contain "proprietary" information. However, to the extent allowed by Washington law, the City shall protect the trade secrets and other confidential information of Franchisee and/or any parent company of Franchisee.

Franchisee hereby agrees to meet with a representative of the City upon request to review its methodology of record keeping, financial reporting, computing utility tax payments and other procedures, the understanding of which the City deems necessary for understanding the meaning of such reports and records.

The City agrees to request access to only those books and records, in exercising its rights under this Franchise, which it deems reasonably necessary for the enforcement and administration of this Franchise.

- (h) **Auditing** - The City or its authorized agent may conduct an independent audit of Franchisee no more than once every five years during the Term or any renewal term. Franchisee and each parent company of Franchisee shall cooperate fully in the conduct of such audit. In case of audit, the City may require Franchisee to furnish a report detailing the calculation of Gross Revenues from each of the Communications Facilities. All audits will take place on Franchisee's premises or at offices furnished by Franchisee, which shall be a location within the City of Grandview. Franchisee agrees, upon request of the City, to provide copies of all documents filed with any federal, state or local regulatory agency, to mail to the City on the same day as filed, postage prepaid, affecting any of Franchisee's facilities or business operations in City.
- (i) **Annual License Fee** – The Annual License Fee per Communication Site shall be as provided in the following table depending on the type of Communication Facility thereat:

Type of Communication Facility:	Annual License Fee:
Wireless Communication Equipment (or Wireless Backhaul Equipment) on a pole owned by the City	\$100
Landline Backhaul Equipment	The City's standard underground utility rate

- (j) **Timing of License Fee Payments** – Franchisee shall pay in advance to the City the Annual License Fee for the coming year for each Communication Site. The Annual License Fee for all Communication Sites installed during any given month will commence and be due on the first day of the following month (the "License Fee Commencement Date"). Thereafter, on each annual anniversary of License Fee Commencement Date, Franchisee shall pay the City the Annual License Fees.

- (k) **Late Payment Interest** – Any Annual License Fees not paid within fifteen (15) days of notice of non-payment will be assessed a rate of 10% per annum from that date.
- (l) **Annual License Fees to the City** – Franchisee shall pay the City the fees specified in this Section in the form of a money transfer or a check made out to the order of the City of Grandview and sent to:

City of Grandview, Treasurer  
207 West Second Street  
Grandview, WA 98930

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## **SECTION 6. APPROVAL OF COMMUNICATION SITES**

- (a) **Communication Site Application** – Franchisee shall file with the City Representative a Communication Site Application for every proposed Communication Site. Said application form may be modified from time-to-time by the City Representative as deemed necessary in order to more efficiently process applications from Franchisee.
- (b) **Communication Site Approval Process** – Upon filing of a Communication Site Application, the City Representative shall process the Communication Site Application within thirty (30) days, unless the City Representative and Franchisee agree in writing to extend such process. Franchisee shall reimburse the City for any and all costs incurred by the City in processing the Communications Site Application, to include survey and/or engineering costs. The obligation to reimburse the City for costs does not include costs associated with work by City employees as part of the employees' normal job duties.
  - (1) **Rights-of-Way Determination** – The City will determine whether the location (and any existing pole) identified by Franchisee as a Communication Site is within City Rights-of-Way.
  - (2) **Ownership of City Pole** – The City will confirm the ownership of any City pole identified for installation of the Communication Facility.
  - (3) **Site Eligibility** – The City shall determine whether a requested City pole or the location for the installation for a new pole is eligible as a Communication Site based on space availability or other considerations. In addition, the City must determine whether public safety considerations prevent eligibility of a pole as a Communication Site. Concerning a request to install a new pole, the City shall determine whether City policies and availability of Rights-of-Way prevent the pole installation at the requested location.

**(4) Review Criteria** – For each Communication Site Application, the City Representative shall:

- a. Verify that the Communication Site Application is complete.
- b. Review engineering design documents to determine:
  - i. compliance with contractual requirements under this Agreement; and
  - ii. no interference with City public safety radio system, traffic signal light system, or other communications components; and
  - iii. compliance with City pole attachment regulations for traffic light poles, including replacement of an electric meter with dual meters, if and as applicable; and
  - iv. no interference with traffic infrastructure, transportation infrastructure or public safety, as reasonably determined by the City; and
  - v. compliance with municipal design standards, if any.
- c. Determine compliance with any other applicable requirements.

All Communication Site Applications requesting access to a City pole must include a load bearing study to determine whether the attachment of the Communication Facility may proceed without pole modification or whether the installation will require pole reinforcement or replacement. If pole reinforcement or replacement is necessary, Franchisee shall provide engineering design and specification drawings demonstrating the proposed alteration to the pole.

As appropriate, the City Representative shall require Franchisee to make design modifications in order to comply with applicable contractual, regulatory, or legal requirements. Failure to make the requested design modifications shall result in an incomplete Communication Site Application which may not be processed under this Agreement.

**Approval of Application** – Upon finding that the Communication Site Application is complete and in compliance with all applicable requirements as outlined above, the City Representative shall approve such Communication Site application. The approval of the Communication Site Application requesting to attach to a City pole, or to install a new pole, shall authorize Franchisee to proceed to obtain all generally applicable, ministerial permits that are required

of all occupants of the Public Rights-of-Way, if required (collectively, "ROW Permit"). Franchisee shall comply with the requirements of the Rights-of-Way Regulations. Franchisee shall pay all appropriate Washington standard promulgated one-time ROW Permit fees, if required. The City may impose on the ROW Permit only those conditions that are necessary to protect structures in the Public Rights-of-Way, to ensure the proper restoration of the Public Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Public Rights-of-Way. Upon obtaining a ROW Permit, Franchisee may proceed to install the Communication Facility in coordination with any affected City departments. Approval of a Communication Site Application related to the use of a pole owned by a third party, shall authorize Franchisee to proceed with attachment process applicable to the pole owner and in accordance with the pole owner's regulations proceed to install the Communication Facility in coordination with any affected City departments.

- (5) **Execution of Supplemental License** – Upon approval of the Communication Site Application, the Parties shall execute a Supplemental License, which shall be effective as of the date of application approval.

#### **SECTION 7. CONSTRUCTION WORK-REGULATION BY CITY**

- (a) **Compliance with Law Required** – The work done by Franchisee in connection with the installation, construction, maintenance, repair, and operation of Communication Facility on poles within the Public Rights-of-Way shall be subject to and governed by all pertinent local and state laws, rules, regulations, including the City's Rights-of-Way Regulations, that are applicable to ensuring the work done does not unduly inconvenience the public in the use of the surface of the streets and sidewalks.
- (b) **Duty to Minimize Interference** – All pole excavations, construction activities, and aerial installations on poles in the Rights-of-Way shall be carried on as to minimize interference with the use of City's Rights-of-Way and with the use of private property, in accordance with all regulations of the City necessary to provide for public health, safety and convenience.

#### **SECTION 8. CONSTRUCTION, RESTORATION AND MAINTENANCE ACTIVITIES**

- (a) **Eligibility of City Pole** – Prior to submitting a Communication Site Application related to the use of a City pole, Franchisee shall verify with the City the eligibility of the specified pole for attachment of the Communication Facility. In addition, Franchisee shall conduct an engineering load bearing study to determine whether the pole can withstand the added weight of the Communication Facility. If the proposed installation will require pole reinforcement or replacement, the

engineering design documents included with the Communication Site Application shall include specifications relating to the proposed pole reinforcement or replacement. Construction activities involving pole reinforcement or replacement shall be coordinated with applicable City personnel and the Rights-of-Way Manager. The cost of any pole reinforcement or replacement shall be the responsibility of Franchisee.

- (b) **Compliance with Rights-of-Way Regulations** – In the installation, construction, maintenance, upgrade, and operation of Communication Facility, Franchisee shall comply with the provisions of the Rights-of-Way Regulations, including but not limited to provisions pertaining to the following activities:
  - (1) construction activities related to the installation, maintenance, repair, upgrade, and removal of Communication Facility on existing poles in the Rights-of-Way;
  - (2) installation of new poles in the Rights-of-Way;
  - (3) cut or otherwise disturb the surfaces of the Rights-of-Way;
  - (4) disruption of vehicular and pedestrian traffic on Rights-of-Way to a minimum as reasonably necessary to execute the required work;
  - (5) applicable excavation and restoration standards; and
  - (6) pavement repairs.
- (c) **Submission of Engineering Plans** – Prior to installation, Franchisee shall submit engineering plans to the Rights-of-Way Manager for review and approval in accordance with the Rights-of-Way Regulations.
- (d) **Identification of Utility Lines** – Prior to beginning any excavation or boring project on Public Rights-of-Way, Franchisee engage a utility locator service. Franchisee has the responsibility to protect and support the various utility facilities of other providers while conducting construction, installation, and maintenance operations.
- (e) **Maintenance and Repair of Communication Facility** – Franchisee shall keep and maintain all Communication Facilities installed on Public Rights-of-Way in commercially reasonable condition and repair throughout the Term, normal wear and tear and casualty excepted. Franchisee shall have the right to conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Communication Facility at any time during the Term.
- (f) **Upgrade of Communication Facility** – Franchisee shall have the right to upgrade the Communication Facility with next-generation equipment and

innovative new technologies. Prior to making any such equipment or technology upgrade that materially changes the size or weight of the Communication Facility, Franchisee shall file a Communication Facility Application with the City Representative, who shall review the application for compliance with the permitted use under this Agreement and to verify that the new installation will not cause any interference with City's public safety communications system, traffic light signal system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate. Franchisee will address any interference issues prior to approval of such application.

- (g) **Coordination of Maintenance and Equipment Upgrade Activities** – Prior to Franchisee engaging in planned or routine maintenance activities, or equipment upgrades concerning Communication Facility attached to a City traffic light pole, Franchisee shall provide twenty (20) days advance notice to the City Representative in order to coordinate such maintenance activities with City operations of the traffic light system or other public safety functions. Franchisee shall obtain a ROW Permit prior to engaging in any maintenance or equipment upgrade activities in the Rights-of-Way regardless of pole ownership. Such twenty (20) day advance notice shall not be required in the case of an emergency.
- (h) **Removal of Non-Compliant Installations** – The City shall have the authority at any time to order and require Franchisee to remove and abate any Communication Facility or other structure that is in violation of the City's Rights-of-Way Regulations. In case Franchisee, after receipt of written notice and thirty (30) days opportunity to cure, fails or refuses to comply, the City shall have the authority to remove the same at the expense of Franchisee, all without compensation or liability for damages to Franchisee.
- (i) **Reservation of Rights** – The City reserves the right to install, and permit others to install utility facilities in the Rights-of-Way. In permitting such work to be done by others, the City shall not be liable to Franchisee for any damage caused by those persons or entities.
- (j) **No Limitation in City's Operation of Traffic Light Signal System** – The Parties agree that this Agreement does not in any way limit the City's right to locate, operate, maintain, and remove City traffic light poles in the manner that best enables the operation of its traffic light signal system and protect public safety. The City Representative may deny access to City traffic light poles due to operational conditions at the requested site, limited space availability, public safety concerns, future traffic signal system planning, or other operational considerations. Further, nothing in this Agreement shall be construed as granting Franchisee any attachment right to install Communication Facility to any specific traffic light pole, other than an approved Communication Site Application and execution of the corresponding Supplemental License under the terms of this Agreement.

- (k) **Coordination of Traffic Light Maintenance Activities and Emergency Response** – Prior to conducting planned or routine maintenance on specific components of the traffic light signal system mounted on poles where Communication Facility has been installed, the City shall provide Franchisee thirty (30) days advance notice of such maintenance activities. In advance of such maintenance activities, Franchisee shall temporarily cut-off electricity to its Communication Facility for the safety of maintenance personnel. In the event of failure of components of the traffic light signal system for whatever reason, including damage resulting from vehicular collisions, weather related events, or malicious attacks, City will respond to restore traffic light signal operations as a matter of public safety under the emergency provisions outlined in Section 12. Should the events that results in damage or failure of the traffic light signal system also affect Communication Facility, Franchisee shall have the sole responsibility to repair or replace its Communication Facility and shall coordinate its own emergency efforts with the City.

## **SECTION 9. SUPERVISION BY CITY OF LOCATION OF POLES**

- (a) **Supervision by Rights-of-Way Manager** – In the event Franchisee desires to install poles on Public Rights-of-Way in order to install Communication Facility at a selected Communication Site, such poles shall be owned and maintained by Franchisee. Such poles shall be of adequate strength and straight, and shall be set so that they will not interfere with the flow of water in any gutter or drain, and so that they will not unduly interfere with ordinary travel on the streets or sidewalk. The location of all Franchisee's personal property, poles, and electrical connections placed and constructed by the Franchisee in the installation, construction, and maintenance of Communication Facility shall be subject to the lawful, reasonable and proper control, direction and/or approval of the Rights-of-Way Manager.
- (b) **Pre-Approval by Rights-of-Way Manager** – Prior to submitting a Communication Site Application covering the installation of a new pole, Franchisee shall verify with the Rights-of-Way Manager the eligibility of the Rights-of-Way location for the proposed pole installation. Franchisee shall include in the Communication Site Application documentation from the Rights-of-Way Manager approving the proposed pole location in the Rights-of-Way.

## **SECTION 10. INTERFERENCE WITH OTHER FACILITIES PROHIBITED**

- (a) **Interference with Rights of Others Prohibited** – Franchisee shall not impede, obstruct or otherwise interfere with the installation, existence and operation of any other facility in the Rights-of-Way, including sanitary sewers, water mains, storm water drains, gas mains, poles, aerial and underground electrical infrastructure, cable television and telecommunication wires, public safety and City networks, and other telecommunications, utility, or City personal property.

- (b) **Signal Interference with City's Communication Infrastructure Prohibited** – In the event that Franchisee's Communication Facility interferes with the City's traffic light signal system, public safety radio system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate, Franchisee will respond to the City's request to address the source of the interference as soon as practicable, but in no event later than twenty-four (24) hours of receiving notice.

## **SECTION 11. COMPLIANCE WITH UTILITY REGULATIONS**

- (a) **Compliance with Local Regulations** – All Communication Facility installations shall be in compliance with all relevant legal requirements for connecting the Communication Facility to electricity and telecommunications service. City is not responsible for providing electricity or transport connectivity to Franchisee.

## **SECTION 12. EMERGENCY CONTACTS**

- (a) **Coordination of Emergency Events** – In case of an emergency due to interference, failure of traffic light signal system, or any unforeseen events, the City will act to protect the public health and safety of its citizens, and to protect public and private property, notwithstanding any provision in this Agreement. The City will make every reasonable effort to coordinate its emergency response with the Franchisee. To that end, the City will use the following emergency contacts: The Franchisee's network operations center may be reached 24/7 at (877) 244-7889.
- (b) **Franchisee's Duty to Maintain Current Emergency Contacts** – Franchisee will maintain the emergency contact information current at all times with the City Representative.
- (c) **Franchisee's Response to Network Emergency** - In case of a network emergency, Franchisee may access its Communication Facility without first obtaining a ROW Permit provided Franchisee has conducted network troubleshooting and diagnostic tests and has reasonably identified the point or points of network failure or malfunction. While acting under this provision to address a network emergency, Franchisee shall conduct its activities within the Rights-of-Way in such a manner as to protect public and private property. Franchisee will make every reasonable effort to coordinate its emergency response with the City. To that end, prior to entering the Rights-of-Way, Franchisee will contact the City Representative and give notice to City of the network emergency and an estimated time period to address the situation.
- (d) **The City's Duty to Maintain Emergency Contacts** – City will maintain the emergency contact information current at all times with Franchisee.

## **SECTION 13. INDEMNITY**

- (a) **General Indemnity Clause – Franchisee covenants and agrees to INDEMNIFY, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, agents and representatives of the City, individually and collectively (“Indemnitees”), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City arising out of a third-party claim to the extent arising from any negligent acts or omissions of Franchisee, any agent, officer, director, representative, employee, consultant or subcontractor of Franchisee, or their respective officers, agents employees, directors or representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting arising from the negligence of the City or an Indemnitee. IN THE EVENT FRANCHISEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH APPLICABLE LAW, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER STATE LAW.**
- (b) **The City’s Duty to Notify Franchisee of Claims – The City shall give prompt written notice to Franchisee of any claim for which the City seeks indemnification. Franchisee shall have the right to investigate, defend, and compromise these claims with prompt notice to the City attorney. Said approval shall not be unreasonably withheld, delayed or conditioned.**
- (c) **The City’s Consent to Settle Claims – Franchisee may not settle any claim subject to this Section without the consent of City, unless (i) the settlement will be fully funded by Franchisee, and (ii) the proposed settlement does not contain an admission of liability or wrongdoing by any elected officials, employees, officers, directors, volunteers or representatives of City. The City’s withholding its consent as allowed in the preceding sentence does not release or impair Franchisee of any obligations under this Section. Franchisee must give City at least twenty (20) days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind City must first be approved by the City.**
- (d) **General Limitation – Neither party will be liable under this Agreement for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption, loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.**

**SECTION 14. INSURANCE REQUIREMENTS**

- (a) Prior to the commencement of any work under this Agreement, the Franchisee shall furnish copies of all required certificate(s) of insurance to the City Representative. The City shall have no duty to pay or perform under this Agreement until such certificate has been received by the City.
- (b) City reserves the right to review the insurance requirements of this Section during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when reasonably determined necessary by the City based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. Such review and modification shall not occur more frequently than every five (5) years.
- (c) The Franchisee’s financial integrity is of interest to the City; therefore, the Franchisee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Franchisee’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Washington and with an A.M Best’s rating of no less than A-VII, in the following types and for an amount not less than the amount listed below:

Type of Coverage	Amounts
1. Workers’ Compensation	Statutory
2. Employers’ Liability	\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/complete operations d. Property damage	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence and General Aggregate limit of \$2,000,000
4. Business Automobile Liability	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

- (e) The Franchisee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
  - Name the City, its officers, officials, employees, and elected representatives as additional insureds, as respects operations and activities of, or on behalf of, the named insured performed under

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contract with the City, with the exception of the workers' compensation and professional liability policies.

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
  - Upon receipt of notice from its insurer, Franchisee will provide City with thirty (30) days prior written notice of cancellation.
- (f) Within thirty (30) calendar days of a suspension, cancellation or non-renewal of coverage, the Franchisee shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the Franchisee's performance should there be a lapse in coverage at any time during this Agreement.
- (g) In addition to any other remedies the City may have upon the Franchisee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order the Franchisee to stop work hereunder, and/or withhold any payment(s) which become due to the Franchisee hereunder until the Franchisee demonstrates compliance with the requirements hereof.
- (h) Nothing herein contained shall be construed as limiting in any way the extent to which the Franchisee may be held responsible for payments of damages to persons or property resulting from the Franchisee's or its subcontractors' performance of the work covered under this Agreement.
- (i) It is agreed that the Franchisee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City for liability arising out of operations under this Agreement.
- (j) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

#### **SECTION 15. ADMINISTRATION OF FRANCHISE**

- (a) **Administration of License by City Officials** – The City Representative is the principal City person responsible for the administration of this Agreement. The Rights-of-Way Manager shall review the operations of Franchisee in the Rights-of-Way under this Agreement and the Rights-of-Way Regulations.
- (b) **Franchisee's Duty to Communicate with City Officials** – Franchisee shall communicate with the Rights-of-Way Manager all matters in connection with or affecting the installation, construction, reconstruction, maintenance and repair of Franchisee's Communication Facility in the Rights-of-Way and provide periodic deployment plans to the Rights-of-Way Manager and the City Representative.

- (c) **Notice** – Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Either Party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to City:

City of Grandview  
207 West Second Street  
Grandview, WA 98930

With a copy to:

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

If to Franchisee:

Mobilitie, LLC  
2220 University Drive  
Newport Beach, CA 92660  
Attention: Asset Management

With a copy to:

Mobilitie, LLC  
2220 University Drive  
Newport Beach, CA 92660  
Attention: Legal Department

## SECTION 16. ASSIGNMENT OF FRANCHISE

- (a) **Limited Right of Assignment** – This Agreement and each Supplemental License under it may be sold or assigned by Franchisee without any approval or consent of the City to Franchisee’s principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Franchisee’s assets in the market defined by the FCC in which the Right-of-Way is located by reason of a merger, acquisition or other business reorganization provided that such acquiring entity is bound by all of the terms and conditions of this Agreement. As to other parties, this Agreement and each Supplemental License may not be sold or assigned without the written consent of the City, which shall not be unreasonably withheld. Franchisee shall provide the City Representative notice of any such merger, acquisition or other business reorganization with a principal, Affiliate or subsidiary of Franchisee within a reasonable period of time after the consummation thereof. No change of stock ownership, partnership interest or control of Franchisee or transfer upon partnership or corporate dissolution of Franchisee shall constitute an assignment hereunder.
- (b) **Franchisee’s Right to Grant Security Interest in Franchise** – Additionally, Franchisee may mortgage or grant a security interest in this Agreement and the Communication Facility, and may assign this Agreement and Communication Facility to any mortgagees or holders of security interest, including their successors or assigns (collectively “Mortgagees”), provided such Mortgagees’ interests in this Agreement are subject to all of the terms and provisions of this

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Agreement. In such event, City shall execute such consent to financing as may reasonably be required by Mortgagees.

#### **SECTION 17. FUTURE CONTINGENCY**

- (a) **Renegotiation for Incapacity of Contract** – Notwithstanding anything contained in this Agreement to the contrary, in the event that this Agreement, in whole or in part, is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unrecoverable, unenforceable, void, unlawful, or otherwise inapplicable, the Franchisee and City shall meet and negotiate an amended Agreement that is in compliance with the authority's decision or enactment and, unless explicitly prohibited.

#### **SECTION 18. AGREEMENT VIOLATIONS LEADING TO TERMINATION**

- (a) **Events of Termination** – This Agreement may be terminated before the expiration date of the Term on written notice by City to Franchisee, if Franchisee materially breaches any provision of this Agreement and such breach is not cured by Franchisee within sixty (60) days after Franchisee's receipt of written notice of such breach from the City. Franchisee shall not be excused from complying with any of the terms and conditions of this Agreement by the previous failure of the City to insist upon or seek compliance with such terms and conditions.
- (b) **No Waiver of Duties** – Termination of this Agreement does not relieve Franchisee from the obligation (i) to pay Annual License Fees accrued and owing to City under the Agreement at the time of termination, or (ii) concerning any claim for damages against Franchisee under this Agreement. City's rights, options, and remedies under this Agreement are cumulative, and no one of them is exclusive of the other. City may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement. No waiver by City of a breach of any covenant or condition of this Agreement is a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this Agreement.

#### **SECTION 19. GOVERNING LAW, JURISDICTION AND VENUE**

- (a) **Governing Law** – This Agreement is passed in accordance with the constitutions, statutes, ordinances, and regulations of the United States, the State of Washington, and the City of Grandview in effect on the effective date of this Agreement, and as such local, state, and federal laws may be subsequently amended.
- (b) **Compliance with Local Ordinances** – Nothing in this Agreement shall be interpreted to limit the authority of the City to adopt, from time to time, ordinances, rules and regulations it may deem necessary in the exercise of City's

governmental powers. Franchisee shall abide by any laws of the City that do not conflict or are otherwise preempted by state or federal law.

- (c) **Enforcement of Local Regulations** – City expressly reserves the right to enforce requirements for ministerial issuance of ROW Permits. It is understood and agreed that Franchisee is responsible for obtaining all such permits necessary to install, maintain and operate its Communication Facility.
- (d) **Jurisdiction and Venue** – THE PROVISIONS OF THE AGREEMENT SHALL BE CONSTRUED UNDER, AND IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER SHALL BE PERFORMED IN THE COUNTY IN WHICH THE CITY IS LOCATED. THEREFORE, IN THE EVENT ANY COURT ACTION IS BROUGHT DIRECTLY OR INDIRECTLY BY REASON OF THIS AGREEMENT, THE COURTS OF SUCH COUNTY SHALL HAVE JURISDICTION OVER THE DISPUTE AND VENUE SHALL BE IN SUCH COUNTY.

#### **SECTION 20. NON-DISCRIMINATION**

- (a) **Non-Discrimination** – Franchisee agrees not to engage in employment practices that discriminate against any employee or applicant for employment based on race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age, disability, or political belief or affiliation, unless exempted by state or federal law. In the event non-compliance occurs with this Section occurs, Franchisee, upon written notification by City, shall commence compliance procedures within thirty (30) days.

#### **SECTION 21. MISCELLANEOUS PROVISIONS**

- (a) **Waiver** – None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by the Franchisee and City. Failure of either Party to require the performance of any term in this Agreement or the waiver by either Party of any breach thereof shall not prevent subsequent enforcement of this term and shall not be deemed a waiver of any subsequent breach.
- (b) **Severability** – If any clause or provision of the Agreement is illegal, invalid, or unenforceable under present or future laws effective during the Term, then and in that event it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

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- (c) **Captions** – The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.
- (d) **Extent of Agreement** – This Agreement, together with its attached exhibits and the authorizing ordinance, if any, embodies the complete agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties and relating to this Agreement.
- (e) **Authority** – The signer of this Agreement for the Franchisee and the City hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of the Franchisee or the City respectively.
- (f) **Non-Waiver of Rights** – By entering this Agreement, neither City nor Franchisee has waived any rights either Party may have under applicable state and federal law pertaining to the provision of Communication Service or Franchisee’s access rights concerning the Rights-of-Way.
- (g) **Force Majeure** – In the event a Party’s performance of any of the terms, conditions, obligations or requirements of this Agreement is prevented or impaired due to a force majeure event beyond such Party’s reasonable control, such inability to perform will be deemed to be excused and no penalties or sanctions will be imposed as a result thereof. For purposes of this subsection, “force majeure” means an act of God, a natural disaster or an act of war (including terrorism), civil emergencies and labor unrest or strikes, untimely delivery of equipment, pole hits, and unavailability of essential equipment, and/or materials, and any act beyond the Party’s reasonable control. It also includes an explosion, fire or other casualty or accident, which is not the result of gross negligence, an intentional act or misconduct on the part of the Party.
- (h) **Technical Amendments** – Other than proposed substantive contractual amendments requested under Section 4, the Parties may mutually agree to make technical amendments to the Agreement and its exhibits without the approval of the City that would not alter the obligations and responsibilities of the Parties under the Agreement, in order to address advances and/or innovations in wireless technologies and equipment.
- (i) **No Partnership or Joint Venture** – The relationship between City and Franchisee is at all times solely that of City and Franchisee, not that of partners or joint venturers.
- (j) **Effect of Bankruptcy** – Bankruptcy, insolvency, assignment for the benefit of creditors, or the appointment of a receiver is an event of default.
- (k) **Counterparts** – This Agreement may be executed in multiple counterparts, each of which is an original. Regardless of the number of counterparts, they constitute

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only one agreement. In making proof of this agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all Parties.

- (l) **Further Assurances** – The Parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, may alter the rights or obligations of the Parties as contained in this Agreement.

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**EXECUTED and AGREED.**

**CITY OF GRANDVIEW**

**MOBILITIE, LLC**

**By its Manager: Mobilitie  
Management, LLC**

\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Printed Name: CHRIS GLASS  
Title: SVP, General Counsel  
Date: 11/1/16

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**COMMUNICATION SITE APPLICATION**

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

Franchisee: \_\_\_\_\_ Application/License#: \_\_\_\_\_

-

Franchisee ID #	Site	Communication Coordinates	Site	GIS	Type of Communication Facility
					[Wireless Communication Equipment] [Wireless Backhaul Equipment] [Landline Backhaul Equipment]

**If Wireless Communication Equipment or Wireless Backhaul Equipment:**

Pole Type	Pole Alteration	Attachment Height	Attachment Weight	Attachment Dimensions	Location of Equipment Shelter
[City Pole] [Third-Party Pole] [Franchisee Pole] [Not Applicable/Needed]	[Pole Reinforcement] [Pole Replacement] [New Pole] [Not Applicable/Needed]				[Installed on Pole] [Installed in Ground (Vault)] [Other Location (Requires City Representative Approval)] [Not Applicable/Needed]

**APPLICANT SHALL PROVIDE THE FOLLOWING IF/AS APPLICABLE:**

- Site plan and engineering design and specifications for installation of Communication Facility, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.

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- For City poles, include documentation from the City verifying that the pole is eligible for attachment. Also include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of Communication Facility. If pole reinforcement or replacement is warranted, the design documents should include the proposed pole modification.
- For new pole installations, include documentation from the Rights-of-Way Manager verifying that the pole location in the Rights-of-Way is eligible for installation.
- If the proposed installation includes a new pole, provide design and specification drawings for the new pole.
- If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.
- The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- All necessary permits and letters of authorization from all affected parties.
- List of the contractors and subcontractors, and their contact information, authorized to work on the project.

THE CITY WILL PROCESS THIS APPLICATION WITHIN 30 DAYS OF RECEIPT DATE, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE CITY REPRESENTATIVE TO EXTEND THE APPROVAL DATE.

APPLICANT REPRESENTATIVE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

----- FOR CITY USE ONLY -----

RECEIPT DATE: \_\_\_\_\_ APPLICATION NO.: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVAL DATE: \_\_\_\_\_

**EXHIBIT B  
Supplemental License Form**

**Supplemental License No. \_\_\_\_\_  
For Communication Facility Installation**

This Supplemental License is entered on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_, between the City of Grandview, acting through its City Representative, or his/her designee, ("City") and Mobilitie, LLC, a Nevada limited liability company ("Franchisee").

**1. Overview of Supplemental License** – This Supplemental License applies to the Communication Sites described below.

**Authorizing Agreement:**

**License:** Franchise Agreement Between the City of Grandview and Mobilitie, LLC, for the Use of Public Rights-of-Way

**City:** City of Grandview

**Franchisee:** Mobilitie, LLC

**Initial Aggregate Annual License Fees:** \_\_\_\_\_

**Commencement Date:** \_\_\_\_\_

**Term:** Term of 25 years subject to the Franchise Agreement Between the City of Grandview and Mobilitie, LLC, for the Use of Public Rights-of-Way.

Franchisee ID #	Site	Communication Coordinates	Site	GIS	Type of Communication Facility
					[Wireless Communication Equipment] [Wireless Backhaul Equipment] [Landline Backhaul Equipment]

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**If Wireless Communication Equipment or Wireless Backhaul Equipment:**

<b>Pole Type</b>	<b>Pole Alteration</b>	<b>Attachment Height</b>	<b>Attachment Weight</b>	<b>Attachment Dimensions</b>	<b>Location of Equipment Shelter</b>
[City Pole] [Third-Party Pole] [Franchisee Pole] [Not Applicable/Needed]	[Pole Reinforcement] [Pole Replacement] [New Pole] [Not Applicable/Needed]				[Installed on Pole] [Installed in Ground (Vault)] [Other Location (Requires City Representative Approval)] [Not Applicable/Needed]

**2. Source of Authority** – This Supplemental License is authorized and executed pursuant to the terms and conditions of the “Franchise Agreement between the City and Franchisee for the Use of Public Rights-of-Way,” as it may be amended by the Parties during its Term (“Franchise Agreement”). All of the terms and conditions of the Franchise Agreement, including any future amendments, are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Franchise Agreement. Capitalized terms used in this Supplemental License shall have the same definitions and meanings ascribed to them in the Franchise Agreement, unless otherwise indicated herein.

**3. Approval Process** – This Supplemental License arises from and is part of the approval process associated with the Communication Site Application approved by the City Representative on \_\_\_\_\_. The Communication Site Application, including all attachments, is incorporated as Exhibit 1 and made a part hereto. If not attached, the Communication Site Application is hereby incorporated herein by reference and made a part hereof without the necessity of repeating or attaching it.

**4. Scope of License** – This Supplemental License is limited to the Communication Facility installation(s) referenced in the Communication Site Application associated with this Supplemental License.

**5. Conflict in Interpretation** – Nothing in this Supplemental License is intended to grant Franchisee any rights or privileges beyond those addressed in the Franchise Agreement. In the event of any conflict in contractual interpretation between this Supplemental License and the Franchise Agreement, the terms and conditions of the Supplemental License shall govern, provided however that any future amendments or modifications to

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the Franchise Agreement shall simultaneously apply and serve to amend or modify this Supplemental License without the need by either Party to provide notice of such to the other.

**6. Site Specific Conditions** – All site specific conditions shall be addressed in the Communication Site Application associated with this Supplemental License.

**7. Site Modifications** – Prior to making any post-installation future material modifications to a Communication Site, other than maintenance and repair of site specific Communication Facility as further provided in the Franchise Agreement, Franchisee shall file a Communication Site Application with the City Representative describing the proposed modifications. The City Representative, or his/her designee, shall review the Communication Site Application pursuant to the terms and conditions in the Franchise Agreement, and if approved such Communication Site Application shall be attached as Exhibit 2 and made a part hereto. Any additional site modifications shall be incorporated hereto in the same manner.

**8. License Fee** – The aggregate Annual License Fees applicable to this Supplemental License, as summarized in Section 1 above, shall be calculated based on the number of applicable Communication Facility as set forth in the Franchise Agreement, payable by Franchisee as provided therein.

**9. Commencement Date** – The Commencement Date for this Supplemental License shall be the same date that the Communication Site Application associated with this Supplemental License, which is hereby approved by the City Representative.

**10. Term** – The term for this Supplemental License, as described in Section 1 above, is set forth in the Franchise Agreement.

**NOW THEREFORE**, the Parties hereto by the signature of their respective representatives hereby agree to enter into this Supplemental License.

**CITY**

**CITY OF GRANDVIEW**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FRANCHISEE**

**MOBILITIE, LLC**

**By its Manager: Mobilitie Management, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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CITY OF GRANDVIEW

2017 YVCOG GENERAL MEMBERSHIP MEMBERS AND  
ALTERNATES

As outlined in the attached cover letter, please list below the name, Mailing Address, telephone number(s) and email Mailing Address of the members and alternates appointed to represent your community as voting members of the YVCOG General Membership in 2017. Please return this form to the YVCOG no later than January 8, 2017:

Yakima Valley Conference of  
Governments 311 North 4th Street, Suite  
204

Yakima, WA 98901

Fax 574- 1551 - Email: [jessica.hansen @ yvcog.org](mailto:jessica.hansen@yvcog.org)

**VOTING REPRESENTATIVE (Elected Official):**

Mayor Norm Childress  
Name

207 West Second Street  
Mailing Address

509-882-9200 (work) 509-830-3898 (cell)  
Phone (work and home)

Grandview, WA 98930  
City Zip

[mayornorm@grandview.wa.us](mailto:mayornorm@grandview.wa.us)  
Email

**VOTING ALTERNATE (Elected or Appointed Official):**

Bill Moore, Councilmember  
Name

207 West Second Street  
Mailing Address

509-882-9200 (work) 509-830-6233 (cell)  
Phone (work and home)

Grandview, WA 98930  
City Zip

[mooreb@grandview.wa.us](mailto:mooreb@grandview.wa.us)  
Email

**PLANNING COMMISSION MEMBER:**

Don Olmstead, Jr., Chair  
Name

207 West Second Street  
Mailing Address

509-882-9200 (work)  
Phone (work and home)

Grandview, WA 98930  
City Zip

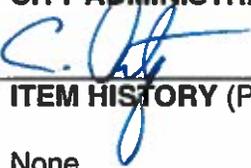
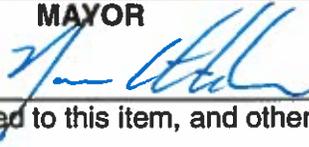
[anitap@grandview.wa.us](mailto:anitap@grandview.wa.us)  
Email

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

<b>ITEM TITLE</b>  2017 City Board & Commission Appointments	<b>AGENDA NO.:</b> Active 6 (C)  <b>AGENDA DATE:</b> January 24, 2017
<b>DEPARTMENT</b>	<b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable)

**DEPARTMENT DIRECTOR REVIEW**

<b>CITY ADMINISTRATOR</b> 	<b>MAYOR</b> 
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**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.

The following appointments are being presented by the Mayor to Council for confirmation:

<u>Position</u>	<u>Term</u>
Community Center Advisory Committee	
• Middle School Representative – Juan Jimenez Jr.	12/31/2017
• High School Representative – Jasel Perez	12/31/2017
• Senior Citizen Representative – Wanda Brewer	12/31/2017
• American Legion/Auxiliary Representative – Nancy Davidson	12/31/2017
• At-Large Representative – Dave Copeland	12/31/2017
• At-Large Representative – Laura Massey	12/31/2017
• City Council Representative – Joan Souders	12/31/2017
Planning Commission – Lois Chilton	12/31/2021
Museum Board – Mary Barrett	12/31/2019
Museum Board – Jeanne Marie Coursey	12/31/2019
Civil Service Commission – Darrell McCallum	12/31/2022

**ACTION PROPOSED**

Confirm the 2017 City Board and Commission appointments as recommended by the Mayor.

**RESOLUTION NO. 2017-5**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING A LETTER OF AGREEMENT BY AND BETWEEN THE CITY OF  
GRANDVIEW AND TEAMSTERS LOCAL NO. 760 POLICE SERGEANTS-PATROL  
REGARDING THE SUPPLEMENTAL PENSION PLAN**

**WHEREAS**, the City of Grandview and the Teamsters Local No. 760 have been negotiating a modification to Article 25 – Supplemental Pension Plan for the Police Sergeants-Patrol union group to provide for participation in the Pension Enhanced Early Retirement (PEER 84) program by employee wage diversion; and

**WHEREAS**, the parties have come to an agreement which has been reduced to writing; and

**WHEREAS**, the approval of said Letter of Agreement is in the best interest of the citizens of the City of Grandview,

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

The Letter of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol regarding the Western Conference of Teamsters Pension Trust adoption of the Pension Enhanced Early Retirement (PEER 84) program by employee wage diversion is hereby approved; and

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to sign the Letter of Agreement, a copy of which is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 24, 2017.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**LETTER OF AGREEMENT**

**BY AND BETWEEN**

**CITY OF GRANDVIEW**

**AND**

**TEAMSTERS LOCAL UNION NO.760-POLICE SERGEANTS - PATROL**

**WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST: ADOPTION OF PEER 84 PROGRAM BY EMPLOYEE WAGE DIVERSION**

- A. The City of Grandview, hereafter called the "Employer", is a municipal corporation of the State of Washington.
- B. The Teamsters Local Union No.760 - Police Sergeants - Patrol, hereafter called "Union", is the exclusive bargaining representative for the bargaining unit employees consisting of Police Sergeants - Patrol Employees for the City of Grandview.
- C. The Parties agree that the existing terms and conditions set forth in ARTICLE 25 – Supplemental Pension Plan shall be modified to accommodate:
  - 1. Increase Basic Contribution Rate to two dollars (\$2.00) and;
  - 2. Adopt participation in the Pension Enhanced Early Retirement (PEER 84) program, recognizing that additional contributions for PEER 84 must at all times be 6.5% of the basic contribution.

NOTE: The total cost (per Section 25.3: \$2.13) shall continue to be funded by employee wage reduction.

The material modifications to ARTICLE 25 – SUPPLEMENTAL PENSION PLAN are incorporated as follows:

**ARTICLE 25 - SUPPLEMENTAL PENSION PLAN**

25.1 The bargaining unit members pre-tax wages shall be reduced each month by the amounts paid on account of each member pursuant to paragraphs 25.3 and 25.4 hereof. The Employer is not obligated to make any contributions beyond the amounts by which the contractual wage rates are reduced now or in the future.

25.2 In lieu of an identical amount of pre-tax wages of each bargaining unit member, the Employer shall pay each month into the Western Conference of Teamsters Pension Trust Fund the below referenced amounts on account of each member of the bargaining unit.

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25.3 Effective January 1, 2017, as designated below, the Employer shall pay the amounts stated below to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which straight-time compensation was paid not to exceed 2080 hours per calendar year. Said amounts are to be computed monthly, two dollars and thirteen cents (\$2.13) per compensable hour, which includes \$0.13 for the Program for Enhanced Early Retirement (PEER/84), not to exceed four thousand four hundred thirty dollars and forty cents (\$4,430.40) per calendar year. In the event an employee terminates prior to the end of the year, their total straight time hours shall be calculated to ensure each straight time hour has been paid to the trust.

The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contributions for PEER 84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

25.4 The total amount due for each calendar month for each of the bargaining unit employees as set forth in this provision shall be remitted in a lump sum not later than ten (10) business days after the last business day of such preceding month.

25.5 The Employer hereby acknowledges that he has received a true copy of the Western Conference of Teamsters Pension Plan Agreement and Declaration of Trust and Regulations and shall be considered a party thereto. The Employer further agrees that the employer-trustees named in this Trust, and their successors in trust, are and shall be his representatives, and consents to be bound by the action and determination of the Trustees.

25.6 The Employer does not make any representations as to whether or not the amounts by which wages are reduced and which are paid into the Trust Fund is non-taxable or taxable. Should it be determined at some later date that the above-referenced payments are taxable income, Teamsters Local No. 760 will indemnify and hold the Employer harmless against all claims of employees arising from such adverse tax consequence. Should existing tax law change with respect to this particular Pension Trust, the parties agree to meet to bargain a resolution to the matter.

CITY OF GRANDVIEW

TEAMSTERS LOCAL UNION NO. 760

\_\_\_\_\_  
NORM CHILDRESS, MAYOR

  
\_\_\_\_\_  
LEONARD CROUCH, SEC-TREASURER

DATE: \_\_\_\_\_

DATE: 12-21-16

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**RESOLUTION NO. 2017-6**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE TECHNICAL ASSISTANCE CONTRACT  
NO. 010117GV WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS**

**WHEREAS**, the City of Grandview wishes to enter into a Technical Assistance Contract with the Yakima Valley Conference of Governments for technical planning assistance,

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

The Mayor is hereby authorized to sign the Technical Assistance Contract No. 010117GV with the Yakima Valley Conference of Governments 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 January 24, 2017.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

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**CITY OF GRANDVIEW  
TECHNICAL ASSISTANCE CONTRACT NO. 010117GV**

THIS CONTRACT, entered into this 24<sup>th</sup> day of January, 2017 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of Grandview, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by Mayor Norm Childress, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services.** Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

1.1 Develop or assist in development of grant applications for community projects as requested by the Mayor;

1.2 Assist the City in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the Mayor;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

2. **Time of Performance.** The services provided by the Conference pursuant to this contract shall commence on **January 1, 2017** and shall end on **December 31, 2017**.

3. **Access to Information.** It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City. No charge shall be made to the Conference for such information, and the City will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. **Compensation and Method of Payment.** The maximum amount of compensation and reimbursement to be paid by the City hereunder shall not exceed **\$5,000.00** for all services required. In addition, the City will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal to the Council and Planning Commission. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the

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Social Security, Workmen's Compensation and Income Tax Laws for persons other than City employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to the City for payment based upon work completed for the City. Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, the City or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either the City or the conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, the City will compensate the Conference for that portion of services extended unto the City.

7. Modification. The terms of this contract may be changed or modified by mutual agreement of the City and the Conference in the form of written amendments to this contract.

8. Contract for Continuation. The City shall give notice of their intent to continue or discontinue the contractual agreement at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF  
GOVERNMENTS

CITY OF GRANDVIEW

BY: \_\_\_\_\_  
Conference Chair

BY: \_\_\_\_\_  
Mayor Norm Childress

ATTEST: \_\_\_\_\_  
Secretary

ATTEST:  
BY: \_\_\_\_\_  
Anita Palacios, City Clerk

Approved as to form:

BY: \_\_\_\_\_  
City Attorney

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**RESOLUTION NO. 2017-7**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING A SITE USE AGREEMENT BETWEEN PEOPLE FOR PEOPLE  
AND THE CITY OF GRANDVIEW COMMUNITY CENTER**

**WHEREAS**, People For People Senior Nutrition Program provides food and nutrition services to senior citizens; and,

**WHEREAS**, People For People Senior Nutrition Program desires to provide these services at the Grandview Community Center; and,

**WHEREAS**, the City of Grandview and People For People wish to enter into a Site Use Agreement; and,

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

The Mayor is hereby authorized to sign the Site Use Agreement between People For People and the City of Grandview, 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 January 24, 2017.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

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**SITE USE AGREEMENT**  
**Between**  
**People For People**  
**and**  
**City of Grandview**  
**Grandview Community Center**

THIS AGREEMENT is made and entered into by and between, City of Grandview (hereinafter City), and People For People, a Washington nonprofit corporation.

WHEREAS, People For People Senior Nutrition Program provides food and nutrition services to senior citizens, and

WHEREAS, People For People Senior Nutrition Program desires to provide these services at the Grandview Community Center, whose address is 812 Wallace Way, Grandview, Washington, 98930 in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein it is agreed by and between the City and People For People as follows:

**1. People For People:**

- a. Shall prepare and serve food services to senior citizens at the Grandview Community Center, as contracted by the City, through congregate meals as well as preparing and packaging meals for home delivery to homebound seniors.
- b. Shall use the kitchen, equipment and facilities generally between 7:00 am to 3:00 p.m., Monday, Tuesday, Thursday and Friday, except for Holidays and except when such use is preempted by the City pursuant to paragraph 2(b) below.
- c. Shall leave the kitchen, kitchen facilities/equipment, dishes, glassware, and utensils in a clean and orderly condition. People For People assumes all responsibility for the cleaning of the kitchen and dining areas for each day that People For People uses the facility.
- d. Upon the loss, destruction, or damage to any property at the Grandview Community Center in connection with its food service operations, People For People shall notify the City thereof and shall take all reasonable steps to protect that property from further damage. Furthermore, People For People assumes all responsibility for repairing any equipment, fixtures, or

furnishings broken or damaged in the facility as a result of its food service operations.

- e. Shall request permission in advance to use the said facilities and equipment in the event such use is needed outside the said time period.
- f. Shall plan and carry out the operation of the meal site without aid or intervention from the City.

**2. The City:**

- a. Shall provide People For People the use of facilities, equipment, and space for the preparation and serving of meals for the Senior Nutrition program, as contracted by the City, generally from 7:00 am to 3:00 p.m., Monday, Tuesday, Thursday and Friday, except for Holidays and when such use is preempted by the City pursuant to paragraph 2(b) below.
- b. Shall notify People For People at least five (5) business days in advance if the kitchen or dining areas are to be preempted for other use.
- c. Reserves the right to schedule classes and other activities in the Grandview Community Center. The City will make reasonable efforts to ensure that such classes and activities do not interfere with People For People's operations and services.
- d. Shall provide an annual Fire and Life Safety Survey to be performed by the local fire department.
- e. Shall provide an annual Health Inspection of the kitchen and serving area as mandated by State regulation. The Yakima Health District shall perform the inspection.
- f. Shall assure that when the facilities are used by other than People For People's Senior Nutrition program, the kitchen and other facilities have been properly cleaned prior to use by the Senior Nutrition program.

**3. Consideration:**

- a. As consideration for the food services provided pursuant to this Agreement, People For People agrees to pay the City a base minimum of \$425.00 per month.
- b. The City will renegotiate with People For People the monthly base minimum, should the City determine that \$425.00 per month does not cover the increased utilities costs attributable to People For People's food preparation operations and services.

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**4. Amendments:**

This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

**5. Term of Agreement:**

The term of this Agreement shall commence on January 1, 2017, or as mutually scheduled and shall end on December 31, 2017.

**6. Taxes and Assessments:**

People For People shall be solely responsible for compensating its employees 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 Agreement.

**7. Insurance:**

People For People understands and acknowledges that the City does not provide comprehensive liability insurance coverage for the benefit of People For People, including its officials, officers, agents, and employees. People For People shall maintain a policy of comprehensive liability insurance with combined single limit coverage of at least \$5,000,000 for the duration of this Agreement. The policy shall provide coverage for all activities conducted by People For People at the Grandview Community Center. People For People shall provide the City with a certificate of insurance or insurance binder evidencing that said insurance is in effect. People For People is required to provide 30 days notice of cancellation of such insurance and provide proof of continued coverage.

**8. Non Discrimination:**

With regard to the provision of food services under this Agreement, People For People and the City shall not illegally discriminate against any person on the grounds of race, creed, color, religion, national origin, political affiliation, sex, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical handicap.

**9. Indemnification and Hold Harmless:**

People For People shall indemnify, hold harmless and defend the City, and its elected officials, officers, employees, and agents from and against any and all suits, actions, claims liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of People For People, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of People For People's services, duties and obligations under this Agreement.

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The City agrees to hold harmless, indemnify, and defend People For People, its elected officials, officers, employees and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties and obligations under this Agreement.

In the event that the officials, officers, agents, and/or employees of both People For People and the City 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 any reasonable attorney's fees).

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

People For People hereby releases the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City from any and all liability or responsibility to People For People or anyone claiming through or under People For People by way of subrogation or otherwise, for any loss, expense or damage, even if said loss, expense or damage is caused by the fault or negligence of the City, its elected or appointed officials, employees or volunteers, except to the extent that the City has an indemnification obligation to People For People under this paragraph 9.

Solely for the purposes of its obligations under this Agreement, each party specifically waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51, Revised Code of Washington, for any claims by its employees against the other for bodily injuries or death sustained while performing services hereunder. Further, the indemnification obligations of either party to the other shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under Worker's Compensation Acts, Disability Benefit Acts, or other benefit acts; provided, that each party's waiver of immunity by this provision shall extend only to claims by one party against the other and shall not include or extend to any claims by either party's employees directly against the employer party.

This paragraph nine (9) shall survive the termination of the Agreement.

**10. Assignment:**

This 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 People For People. 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 as stated herein.

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

**11. Waiver of Breach:**

The waiver by People For People or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

**12. Severability:**

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid; the remainder of the Agreement shall remain in full force and effect.

**13. Integration:**

This Agreement sets forth all the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

**14. Termination:**

Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) days advance written notice of termination.

**15. 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:

THE CITY OF GRANDVIEW

Cus Arteaga  
City of Grandview  
207 W. 2<sup>nd</sup> Street  
Grandview, WA 98930  
(509) 882-9200

PEOPLE FOR PEOPLE:

Madelyn Carlson, CEO  
People For People  
304 W. Lincoln Avenue  
Yakima, WA 98902  
(509) 248-6726

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective at the time mailed or hand delivered at the address specified above. Each party shall provide written notification within 15 calendar days of change of address.

**16. Payment:**

Rent payments will be mailed to the following address:

City of Grandview  
Parks and Recreation Department  
207 W. 2<sup>nd</sup> Street  
Grandview, WA 98930

**17. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**18. Venue:**

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington, Yakima County.

THE CITY OF GRANDVIEW

PEOPLE FOR PEOPLE, a Washington nonprofit corporation

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

By: Madelyn Carlson  
Madelyn Carlson, CEO

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

Date: 1-10-17

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**RESOLUTION NO. 2017-8**

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

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

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

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

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

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 24, 2017.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**EQUIPMENT MAINTENANCE AGREEMENT**

**By and Between  
BENTON COUNTY  
And  
CITY OF GRANDVIEW  
2017-2018**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between City of Grandview (hereinafter referred to as CITY) and Benton County (hereinafter referred to as BC) collectively hereinafter referred to as the "PARTIES".

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

WITNESSETH:

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

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

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

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

**SECTION I**

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

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

1. Lubricants, fluids and filters
2. Brakes
3. Electrical systems
4. Mufflers and exhaust systems
5. Engine blocks and heads
6. Alternators, starters, air compressors and other engine components
7. Transmissions, drive trains and differentials, alignment, steering and suspensions

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

## SECTION II

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

- A. BC will provide a service vehicle, equipment, and manpower to respond to emergency calls for a disabled CITY vehicle covered by this agreement as identified by the CITY designee. The BC and CITY designees will coordinate in-field, outsourced or PSF or KSF service and repairs depending upon PSF or KSF availability and the location of the disabled vehicle.
- B. CITY vehicles will receive equal response for emergency calls, to include (outsourced) towing where necessary, with other vehicles in the BC fleet. Such services will generally be available at the PSF and KSF during normal working hours. Normal working hours are from 6:30 a.m. to 3:00 p.m. during regularly scheduled workdays. However, PSF and KSF hours of operation are at the discretion of BC.
- C. BC shall provide comparable service to both BC and CITY fleets. In the event that BC is unable to respond to a CITY emergency call, the BC and CITY designees will coordinate to outsource to reliable alternative service at the request of the CITY designee. If BC is unable to respond to the emergency call for the disabled CITY vehicle, CITY will secure such emergency services on its own from a source of its own choosing.

- D. BC shall extend to CITY priority service in performance of all work under this agreement to the extent that such priority service does not adversely affect work and service to be performed on the BC fleet, or any other performance required pursuant to law or agreement.
- E. Emergency service calls will be billed at the rates specified in Section IV below.

**SECTION III**  
**Consideration of CITY Services to BC**

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

**SECTION IV**  
**Rates, Charges and Billings**

- A. BC will bill and CITY will pay as follows:
  - 1. **Hourly Rate for Service:** Shop rates will be set based on wages, benefits, and overhead costs, and approved by the Board of Benton County Commissioners annually.
  - 2. **Overtime:** Shop rates for work done outside regular working hours will be paid at the labor cost for the shop employee at time and a half or double time per hour, according to the CBA, plus the overhead cost per hour. No additional benefit cost will be charged.
  - 3. **Service Call Outs:** In addition to the hourly service rate (see 1. and 2. above), equipment rental for the service vehicle used by BC shall be invoiced at the current rental rate.
  - 4. **Parts/Fluids/Lubricants:** In addition to the product cost, a ten percent (10%) markup will be assessed on all billings for all parts, fluids and lubricants purchased by BC and supplied to CITY. No fees will be charged for parts purchased by CITY and delivered to the PSF.

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- B. At the end of each month BC shall deliver to CITY an itemized invoice showing all work performed. The invoice shall list the amount owing for each vehicle serviced by BC and applicable Washington State tax will be charged. CITY shall make payment in full in its normal course of business during the month following the billing.

#### **SECTION V**

#### **Liability, Insurance and Hold Harmless Agreement**

- A. CITY shall hold harmless, indemnify and defend BC, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, arising in connection with the work performed under this Agreement, or caused or occasioned in whole or in part by reason of the presence of CITY or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that CITY's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of BC, its officers, officials, employees or agents.

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

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

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

D. BC and CITY shall obtain and keep in force, during the full term of this agreement, the following insurance coverage:

1. Evidence of coverage for General Liability to include Bodily Injury/Property Damage and Personal Injury/Advertising Injury for minimum limits of:

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

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

2. A letter of Evidence of Coverage shall be provided by each entity within two (2) weeks after the execution of this agreement evidencing proof of coverages in accordance with this contract.

E. BC and CITY insurers shall agree to provide a thirty-day (30) written notice of cancellation or substantial change in coverage if such a change occurs.

F. CITY, its employees, agents, and representatives are not employees, agents, or representatives of BC.

#### **SECTION VI**

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

A. This contract may be terminated at any time by either party upon the service of notice of intent to terminate not later than thirty (30) days prior to the desired date of termination.

B. No amendment or modification shall be made to this Agreement, unless set forth in written amendment signed by both parties.

C. The term of this Agreement shall be from January 1, 2017 until December 31, 2018.

#### **SECTION VII**

#### **Contract Administration**

A. Financing and Budget: Each party shall be solely responsible for its own budget and arrangement for financing performance of this agreement. No joint financing or budget is required by the agreement, except as set forth in this agreement.

B. Administration: This agreement, subject always to the approval and direction of the Board of County Commissioners and the Grandview City Council, shall be administered by the following persons acting on behalf of each party:

For Benton County  
Administrator: County Engineer  
Designee: ER&R Manager  
Phone: 509-786-5611 (Prosser); 509-736-3084 (Tri-Cities)

For City of Grandview  
Administrator: Fire Chief  
Designee: Fire Chief  
Phone: 509-882-9224

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

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

**SECTION VIII**  
**Execution**

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

For Benton County

For City of Grandview

\_\_\_\_\_  
Jim Beaver, Chairman  
Board of County Commissioners

\_\_\_\_\_  
Norm W. Childress, Mayor

Date \_\_\_\_\_

Date \_\_\_\_\_

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

Approved as to form:

Approved as to form:

Ninth \_\_\_\_\_ 11/5/17  
Deputy Prosecuting Attorney Date

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