

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, DECEMBER 11, 2018**

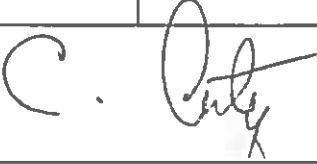



COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM

PAGE

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
4. **NEW BUSINESS**
 - A. Resolution authorizing the Mayor to sign the School Resource Officer Interlocal Agreement with the Grandview School District 1-7
 - B. Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010119GV with the Yakima Valley Conference of Governments 8-11
 - C. Resolution providing for authorized signatures 12-13
 - D. Draft Interlocal Cooperation Agreement between the City of Sunnyside and the City of Grandview for Emergency Medical Transport Services 14-21
 - E. City Council vacancy 22-24
5. **OTHER BUSINESS**
6. **ADJOURNMENT**

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

ITEM TITLE Resolution authorizing the Mayor to sign the School Resource Officer Interlocal Agreement with the Grandview School District	AGENDA NO.: New Business 4 (A) AGENDA DATE: December 11, 2018
DEPARTMENT Police Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)
DEPARTMENT DIRECTOR REVIEW City Administrator Cus Arteaga	
CITY ADMINISTRATOR	MAYOR 

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

The City has for many years had an Interlocal Agreement with the Grandview School District to provide a School Resource Officer (SRO). The wage amounts in the agreement are updated as they change with the Teamsters Union bargaining agreements.

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 current Interlocal Agreement has been in place since 2016. The agreement states that the actual amount of money the City bills the District will be "negotiated and agreed upon by both parties annually." The agreement presented reflects the latest associated wages for the SRO based upon the signed Teamsters Union bargaining agreement. The wages are listed through 2021. No language other than wages has changed.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the School Resource Officer Interlocal Agreement with the Grandview School District to a regular Council meeting agenda for consideration.

RESOLUTION NO. 2018-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE SCHOOL RESOURCE OFFICER
INTERLOCAL AGREEMENT WITH THE GRANDVIEW SCHOOL DISTRICT**

WHEREAS, the City of Grandview and the Grandview School District have previously entered into Interlocal Agreements for the School Resource Officer, and

WHEREAS, the City and School District wish to continue said interlocal agreement,

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

The Mayor is hereby authorized to sign the School Resource Officer Interlocal Agreement with the Grandview School District 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 _____, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SCHOOL RESOURCE OFFICER

This agreement is made effective on the 1st day of January 2019 by Grandview School District (referred to herein as "District") and the City of Grandview (referred to herein as "City"), for the purpose of establishing a school resource officer (referred to herein as "SRO") program in the public school system of the City of Grandview. In consideration of the terms and conditions set forth herein, the parties agree as follows:

ARTICLE I

PURPOSE: The purpose of this agreement is for the City of Grandview to provide services in the form of SROs to the District. The services provided include law enforcement and related services as described in this agreement.

ARTICLE II

A. **OBLIGATION OF THE CITY:** The City shall provide an SRO as follows:

Provision of an SRO: The City shall assign one (1) and/or more regularly employed officers as agreed by the City and District to the following areas of coverage:

The officer(s) will provide services to the following schools:

1. Grandview Senior High School
2. Grandview Middle School
3. HT Elementary
4. Smith Elementary
5. McClure Elementary
6. Contract Learning Center School

Although generally assigned to the aforementioned schools, the SRO will provide coverage to the other areas surrounding the principle campuses identified. The services provided by the SRO are in addition to normal police services already provided by the City.

B. **Selection of an SRO:** The Chief of Police or his designee and input from the Superintendent or designee shall choose the SRO to be assigned on the basis of the following minimum criteria:

1. The SRO must have an ability to deal effectively with a diverse student population.
2. The SRO must have the ability to present a positive image and symbols of the entire Police Department. A goal of the SRO program is to foster a positive image of police officers with young people. Therefore, the personality, grooming, and communications skills of the SRO should be of such nature so that a positive image of the Police Department is reflected. The SRO should sincerely want to work with staff and students of the particular school in which the SRO is assigned.
3. The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education background, background experience, interest level and communication skills of the SRO must be of a high caliber so that the SRO can effectively and accurately provide resource teaching services.

4. The SRO must have the desire and ability to work cooperatively with the principal and all other building administrative staff and employees.
 5. The SRO must be a state certified law enforcement officer.
- C. Regular School Duty: The SRO must be available for regular school duty on a full time basis of eight (8) hours on those days and during those hours that school is in session. The eight (8) hour day start and stop times may be flexible to allow for evening coverage as needed. This assignment does not prohibit the SRO from participating in emergency response or to fulfill training requirements as determined to exist by the Chief of Police or designee.
- D. Duties of SRO: While on duty, the SRO shall perform the following duties:
1. Continue to implement the GREAT curriculum.
 2. Act as a resource person in the area of law enforcement education and conducting criminal investigations of violation of the law on school district property or property immediately surrounding the school district property as assigned by Grandview Police Department.
 3. Work in partnership with the principals or their designee to carry our emergency drills in the district to prepare for possible emergencies, i.e.: fire, intruder, chemical hazards, earthquake, bomb threat etc.
 4. Provide law enforcement input into school based security, including teaching of school District security personnel. Review fencing and security systems.
 5. Maintain the peace of school district property.
 6. Make arrests and referrals of criminal law violators.
 7. Provide law related counseling to students when requested by the principal or designee and mutually agreed to by all parties.
 8. Secure, handle, and preserve evidence.
 9. Recover school district property through working with other police agencies.
 10. Make referrals to social agencies as appropriate
 11. Wear official police uniform, which shall be provided at the expense of the City, however, approved civilian attire may be worn on such occasion as mutually agreed upon by the principal and police command.
 12. Perform such other duties as mutually agreed upon by the principal and Chief of Police or designee, so long as the performance of such duties are legitimately and reasonably related to the SRO program as described in this agreement, and so long as such duties are consistent with state and federal law and the policies and procedures of the Grandview Police Department and the Grandview School District.

13. Follow and confirm to all School District policies and procedures that do not conflict with policies and procedures of the Grandview Police Department.
14. Follow all state and federal laws.
15. Maintain a "monthly activities report" or such other report regarding SRO activities as may be required by the District and the City.
16. Attend all Grandview Police Department mandated training as required to maintain law enforcement qualifications and certifications.
17. Attend weekly Lower Valley SRO/Probation/school official meetings.
18. Other duties as assigned and mutually agreed upon by school principals, Superintendent and the Chief of Police or designee.

E. Support Services to be provided by Grandview Police Department: The police department and the SRO will supply the following services:

1. Provide information on all offense reports taken by the SRO to the school principal or designee, upon request, as the law may allow.
2. To receive and dispatch via telephone, walk-in, radio, District radio frequency, and/or pager.
3. Maintain and file uniform crime reports (UCR) records according to law.
4. Process all police reports.
5. Provide coordination, development, implementation and evaluation of security programs in the school assigned.
6. Provide each SRO with a patrol automobile as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining and repairing police equipment provided under this agreement shall be borne by the City.
7. Maintain copies of reports generated by officers in compliance with state and federal law. Coordinate with school administrators, staff, law enforcement agencies and the courts to promote order on the school campuses.
8. Make Presentations to civic groups.
9. Maintain criminal justice standards as required by law.
10. Coordinate and participate with the school safety committee.

ARTICLE III

The parties agree the responsibility for an administration of student discipline shall be the duty of the District.

ARTICLE IV

The SRO shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline and dismissal of its personnel.

ARTICLE VI

The parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties and questions will be resolved by negotiations between the Superintendent of the District and the Chief of Police or designee.

ARTICLE VII

Changes in the terms of this agreement may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VIII

To dismiss an SRO from the duties described in this agreement, the Superintendent or designee shall communicate in writing to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the parties to resolve a change in the SRO, the SRO shall be changed within ten (10) days of the request.

ARTICLE IX

Notwithstanding this agreement, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this agreement.

ARTICLE XI

The District shall provide the SRO, in each school to which the SRO is assigned the following materials and facilities necessary to perform the duties by the SRO enumerated herein:

1. Access to an office which is properly lighted, with a dedicated telephone to be used for general business purposes.
2. Location for files and records which can be properly locked and secured.
3. A desk with drawers, a chair, working table, filing cabinet, and necessary office supplies.
4. Access to a computer with word processing capabilities.

ARTICLE XII

The City will bill the District fifty percent (50%) of the Officer(s) annual salary and benefits. The City will bill the District the following amounts per month, effective:

01/01/2019-12/31/2019	\$ 4,732.47	per month/each
01/01/2020-12/31/2020	\$ 4,874.44	per month/each
01/01/2021-12/31/2021	\$ 5,020.68	per month/each

Actual amounts will be negotiated and agreed upon by both parties annually.

The invoice will be received before the 5th of the month and it will be paid on the last day of the month. The City and District will collaborate in identifying and assessing funding sources for the SRO program that include, but are not limited to state and federal grants.

ARTICLE XIII

TERMINATION: This agreement may be terminated by either party upon 30 days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this agreement through no fault of the party initiating termination. This agreement may also be terminated without cause by either party upon 60 days written notice.

Superintendent, Grandview School District

Mayor Norm Childress

Attest:

Date

Anita Palacios, City Clerk

Approved as to form:

City Attorney

Date

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

ITEM TITLE

Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010119GV with the Yakima Valley Conference of Governments

AGENDA NO.: New Business 4 (B)

AGENDA DATE: December 11, 2018

DEPARTMENT

Planning

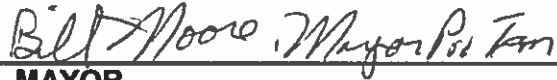
FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT HEAD REVIEW

Anita Palacios, City Clerk



CITY ADMINISTRATOR



MAYOR

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

Each year, the City contracts 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.

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.

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 is \$7,500, contract attached. When assistance is requested by the City, YVCOG prepares a scope of work and cost estimate. YVCOG invoices the City based upon actual expenses incurred. This amount has been appropriated in the 2019 planning budget under professional services.

ACTION PROPOSED

Move resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010119GV with the Yakima Valley Conference of Governments to a regular Council meeting for consideration.

RESOLUTION NO. 2018-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE TECHNICAL ASSISTANCE CONTRACT
NO. 010119GV 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. 010119GV 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 _____, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF GRANDVIEW
TECHNICAL ASSISTANCE CONTRACT NO. 010119GV

THIS CONTRACT, entered into this 1st day of January, 2019 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 Gloria Mendoza, Mayor, 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, 2019 and shall end on December 31, 2019.

commence on _____, 2019 and shall end on _____, 2019.

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 \$7,500.00 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

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 for the year 2019, at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

CITY OF GRANDVIEW
YAKIMA COUNTY

BY: _____
Conference Chair

BY: _____
Mayor Gloria Mendoza

ATTEST: _____
Secretary

ATTEST: _____
Anita Palacios, City Clerk

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

ITEM TITLE

Resolution providing for authorized signatures

AGENDA NO.: New Business 4 (C)

AGENDA DATE: December 11, 2018

DEPARTMENT


City Clerk/City Treasurer

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

N/A

DEPARTMENT HEAD REVIEW

Anita Palacios, City Clerk & Matt Cordray, City Treasurer


CITY ADMINISTRATOR


MAYOR



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

With the resignation of Norm Childress as Mayor effective December 31, 2018, it is necessary to remove him as an individual authorized to sign on the City of Grandview General Account for Payroll and Claim Checks.

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.

Gloria Mendoza was appointed to replace Norm Childress as Mayor and will be an individual authorized to sign on the City of Grandview General Account for Payroll and Claim Checks.

ACTION PROPOSED

Move a resolution providing for authorized signatures to a regular Council meeting for consideration.

RESOLUTION NO. 2018-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
PROVIDING FOR AUTHORIZED SIGNATURES**

WHEREAS, Mayor Norm Childress was previously authorized to sign payroll and claims checks; and,

WHEREAS, Mayor Childress has resigned his position effective December 31, 2018 and his name needs to be removed as an authorized signer; and

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

The following named individuals are authorized to sign payroll and claims checks for payment, transfer or withdrawal of any of the funds or other property of the City on deposit with U.S. Bank and shall be binding on the City, as follows:

1. Gloria Mendoza, Mayor;
2. Cus Arteaga, City Administrator;
3. Anita Palacios, City Clerk; and
4. Sue Desallier, Accounting Clerk.

BE IT FURTHER RESOLVED that the Depository Services Resolution in the form as is attached hereto is approved, and the Mayor and City Clerk are hereby authorized to sign such certificate.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DRAFT

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SUNNYSIDE

and

THE CITY OF GRANDVIEW

for

EMERGENCY MEDICAL TRANSPORT SERVICES

THIS INTERLOCAL COOPERATION AGREEMENT entered into this ____ day of _____, 20__, between the City of Sunnyside (“Sunnyside”), a Washington Municipal Corporation, and the City of Grandview (“Grandview”), a Washington Municipal Corporation, as authorized by Chapter 39.34 of the Revised Code of Washington, for the provision of emergency medical transport services.

WHEREAS, Sunnyside provides emergency medical transport services to residents within its municipal boundaries and surrounding area; and

WHEREAS, Grandview has a need for emergency medical transport services within its municipal boundaries and surrounding area; and

WHEREAS, Grandview will contribute financial support to Sunnyside to hire additional cross-trained staff to provide emergency medical transport services within its municipal boundaries; and

WHEREAS, Sunnyside and Astria Sunnyside Hospital (“Hospital”) have entered into an Agreement For Ambulance Transport Services appended hereto as Exhibit A and pursuant to which Hospital will contribute financial support to Sunnyside in the amount of \$215,000 per year for the cost of providing services to Grandview and the surrounding area because otherwise Sunnyside could not provide ambulance services for Grandview pursuant to this Agreement without operating at a loss notwithstanding Grandview’s financial support to Sunnyside.

WHEREAS, Sunnyside and Grandview wish to enter into this Interlocal Cooperation Agreement for the provision of emergency medical transport services for calls for service originating from locations within Grandview’s municipal boundaries and the surrounding area.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follow:

1. **Purpose.** The purpose of this agreement is to allow Sunnyside to provide ambulance services within the Grandview city limits.

2. **Responsibilities of the City of Sunnyside.** Sunnyside shall provide twenty-four (24) hour per day ambulance service to the City of Grandview. Sunnyside shall make available the necessary emergency medical transport vehicles (ambulances), equipment, and personnel to respond within Grandview to requests for emergency medical transport services. Sunnyside shall use all reasonable means to provide for a prompt response with sufficient vehicles, equipment and personnel to respond to requests for emergency medical transport services **and other fire department related emergencies as may be requested, provided services fall within the training, certification, and job description of its employee(s) and volunteer(s).**

Sunnyside shall provide Grandview with a quarterly report on the first day of January, April, July and October of each year this agreement remains in effect. Each quarterly report will include the number of calls originating within Grandview.

3. **Responsibilities of the City of Grandview.** Grandview shall pay a monthly fee assessed by Sunnyside in the amount of **\$10,800** to be used to support the cost of adding additional staff. Payment will be due and payable at the first of each month preceding services. Any payment not made by the 10th of each month shall incur a late fee of 1.5 percent per month interest until paid. Sunnyside shall provide a monthly courtesy statement to Grandview.

The monthly fee established herein is subject to change due to any increase or decrease in funding from outside sources. Additionally, the fees shall be increased each January by the rate of the CPI-W for the Seattle area as published in October of the preceding year (i.e. the rate of increase for 2020 shall be determined by reviewing the CPI-W published in October 2019).

The City of Grandview shall provide suitable quarters for an ambulance and ~~two~~ ambulance personnel at the City of Grandview Fire Department or other location as deemed appropriate by both parties. Said quarters shall include fully furnished living area, bathroom facilities with showers, kitchen, and sleeping rooms as well as ample heated garage space for the apparatus and accompanying equipment. Quarters shall be approved by Sunnyside.

The parties understand that no such facility currently exists and that Grandview will have to locate a suitable location, design, and then remodel or build the facility. During the interim period services will be provided from the Sunnyside Fire Department's station in Sunnyside.

4. **Cost of Service.** For calendar year 2019 the annual cost of service is \$602,565. Sunnyside shall assess Grandview a monthly fee after subtracting EMS levy funds, Astria Sunnyside Hospital good will funds, and any funds collected for ambulance transports rendered to residents of the City of Grandview for providing the services described in this agreement in 2018. Said fee, and the fee assessed in each subsequent year of this Agreement, shall be paid in twelve monthly installments in accordance with Section 3 of this Agreement.

The parties recognize that the costs of services pursuant to this Agreement may change over time. In the event Sunnyside wants to increase the fee assessed pursuant to this Agreement, Sunnyside shall notify Grandview in writing of its intent to do so, and of the reasons for the fee increase, no later than the first day of September the preceding year. If Grandview objects or for

other reasons disagrees with the fee increase proposed by Sunnyside, it shall notify Sunnyside in writing within thirty (30) days after receiving notice from Sunnyside of its intent to increase the fee. The parties shall undertake good faith efforts to resolve any dispute as to an increase or decrease in fees assessed pursuant to this Agreement. In the event the parties are not able to resolve their disagreement, said disagreement shall be resolved by way of binding arbitration to occur no later than the last day of November as set forth in Section 194 of this Agreement, provided that each party shall bear its own costs and the costs and fees of the arbitrator shall be shared equally by the parties. Any fee increase or decrease implemented pursuant to this Agreement shall become effective on the first day of January the subsequent year.

5. Warranties. Sunnyside hereby warrants as to the following:

(a) Sunnyside warrants that it has implemented an effective compliance program which embodies the OIG's suggested ambulance compliance guidance.

(b) Sunnyside warrants that the ambulance services provided by Sunnyside comply with all federal, state and local laws and regulations.

(c) Sunnyside warrants that the amounts paid by Grandview and by Hospital to Sunnyside for Sunnyside's provision of ambulance services to Grandview pursuant to this Agreement represent Sunnyside's best efforts to receive sufficient income to defray actual costs necessary for fulfilling Sunnyside's responsibilities under this Agreement, and they are fair market value and do not take into consideration the value or volume of referrals. Sunnyside has carefully documented its actual costs of providing the ambulance service to estimate the fair market value of providing this service to Grandview and to Hospital. The pricing charged by Sunnyside is not a discounted pricing, nor is Hospital subsidizing the cost of Sunnyside providing ambulance service to Grandview in order to gain referrals from Sunnyside.

(d) Sunnyside warrants that neither will discriminate in connection with the transportation of patients based on the patient's payor or payment status.

(e) Sunnyside warrants that it is in compliance with federal regulations regarding ambulance restocking.

(f) Sunnyside warrants that it will follow all applicable medical and legal requirements that govern decisions for patient destination including but not limited to: 1) patient choice, 2) clinical issues and system protocols including but not limited to hospital location and hospital specialty, and 3) applicable local, state and federal.

6. Participation in Federal Healthcare Programs. Sunnyside is, and for the term of this Agreement will remain, eligible to participate in the Medicare, Medicaid, TRICARE and other federal healthcare programs, and has not been, and during the term of this Agreement will not be, sanctioned by the U.S. Department of Health and Human Services Office of the Inspector General as set forth on the Cumulative Sanctions Report, or excluded by the General Services Administration as set forth on the List of Excluded Individuals and Entities [see <http://oig.hhs.gov/exclusions> and <https://www.sam.gov/portal/public/SAM/>].

7. Referrals. The parties acknowledge and agree that all payments and provision of medical supplies under this Agreement and under the Agreement For Ambulance Transport Services appended hereto as Exhibit A is not in return for, does not vary with, or take into

account or reflect the volume or value of referrals or other business generated between the parties.

8. Access to Books and Records of Subcontractor. Upon the written request of the Secretary of the Department of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Sunnyside will make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If City Sunnyside carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, City Sunnyside agrees to include this requirement in any such subcontract. Nothing in the foregoing sentence shall be construed to permit Sunnyside to enter into any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1861(v)(I)(I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by Grandview or Sunnyside by virtue of this Agreement.

95. Term. This Agreement shall commence on the ____ day of ____ 2018 and continue until December 31, 2028. This Agreement shall automatically renew for one additional ten-year terms after the initial term unless terminated by either party.

106. Independent Contractor. The parties intend that an independent contractor relationship be created by this Agreement. Nothing herein shall be construed to create an employer-employee or master-servant relationship. All services performed pursuant to this Agreement shall be performed by the City of Sunnyside as an independent contractor.

117. Indemnification. Sunnyside shall indemnify, defend, and hold harmless Grandview, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of Sunnyside, its officers, agents and employees, in the performance of the Agreement.

Grandview shall indemnify, defend, and hold harmless Sunnyside, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of Grandview, its officers, agents and employees, in the performance of the Agreement.

128. Termination/Modification. Any Party hereto may terminate this Agreement upon ~~one hundred eighty days~~ 365 days' notice in writing either personally delivered or mailed postage-prepaid by certified mail.

139. Termination for Breach. This Agreement may be terminated by either Party for cause, provided that in the event of a breach, the non-breaching party shall give written notice

to the breaching party stating specifically the provision of the Agreement alleged to have breached and the factual basis underlying the alleged breach. Within 30 days after the receipt of the notice, the breaching party shall:

- a. cure said breach; or
- b. contest the alleged breach.

Failure to cure the breach or contest the alleged breach within 30 days shall be deemed a material breach of this Agreement and shall enable the non-breaching party to unilaterally terminate this Agreement upon written notice of termination via certified mail to the breaching party. Termination shall be effective upon receipt of said notice.

In the event of such termination Grandview shall pay Sunnyside for all services provided up to the date of termination. Sunnyside shall refund any payments made for services which have not been provided.

1410. Implementation. The Chief Executive Officers of Sunnyside and Grandview will be jointly responsible for proper implementation of this Agreement.

1511. Interlocal Cooperation Act Provision. Each party will use its own vehicles, equipment, inventory and personnel for their respective performances under the terms of this Agreement unless otherwise provided herein, which shall remain the sole property and responsibility of each respective party. All personnel utilized by Sunnyside and Grandview in the fulfillment of this Agreement shall be solely within the supervision, direction and control of the respective entity and shall not be construed as "loan servants" or employees of the other party. No special funds or budgets are anticipated, nor shall be created as a result of this Agreement. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of any real or personal property anticipated. The respective fire chiefs from the City of Sunnyside and City of Grandview shall cooperatively, through mutual agreement of both parties, determine appropriate response, operational, and related policies and procedures to automatically assist and facilitate the intent of this ILA through memorandum of understanding with notice to and consent from each City's respective administrator as listed in Section 12 of this Agreement. Such MOU may be periodically updated and amended as necessary to meet the public safety needs of each City without invalidating this Agreement.

1612. Administrators. The City of Sunnyside's City Manager along with the City of Grandview's City Administrator shall be designated as the Administrators of this Interlocal Cooperation Agreement.

A copy of this Agreement shall be filed with the Yakima County Auditor or posted upon the website of either of the entities in compliance with RCW 39.34.040.

173. Anti-Discrimination. The Parties agree that they shall not discriminate against any worker, employer, or applicant, or any member of the public because of race, creed, color, religion, age, sex, or national origin, or otherwise commit an unfair employment practice.

184. Notice. All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return receipt requested, to the attention of the individual or position identified below. The Parties may, upon mutual agreement, determine to accept notice via email.

City of Sunnyside:
Martin Casey, City Manager, or successor
City of Sunnyside
818 East Edison Avenue
Sunnyside WA 98944
E-Mail: dday@sunnyside-wa.gov

City of Grandview
Cus Arteaga, City Administrator, or successor
City of Grandview
207 West Second Street
Grandview WA 98930
E-Mail: carteaga@grandview.wa.us

195. Applicable Law/Dispute Resolution. This Agreement is governed, construed and enforced in accordance with the laws of the State of Washington. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event the dispute is not resolved, it shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); and venue shall be placed in Yakima County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

2016. Non-Waiver. Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice to the party's right to require strict performance of the same provision or any other provision in the future.

217. Entire Agreement/Modification. This Agreement contains all the terms and conditions agreed to by the Parties. All items incorporated by reference are attached. No other understanding, verbal or otherwise, in regard to the subject matter of this Agreement shall be deemed to exist. Any modification of this Agreement shall be in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the Parties have executed this Agreement by the duly authorized officers on the day and year first written above.

CITY OF SUNNYSIDE

CITY OF GRANDVIEW

By: _____
Martin Casey, City Manager

By: _____
Mayor

ATTEST:

ATTEST:

Jacqueline Renteria, City Clerk

Anita Palacios, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM:

Kerr Law Group
Attorneys for the City of Sunnyside

Quinn Plant
Attorney for the City of Grandview

DRAFT



**CITY OF GRANDVIEW
NOTICE OF CITY COUNCIL VACANCY**

The Grandview City Council is accepting Declarations of Interest from qualified persons to be considered for appointment to fill a vacancy on the City Council. Eligibility requirements are that the person must be a registered voter and a resident of the City of Grandview for at least one year.

Declarations of Interest are available in the City Clerk's office, City Hall, 207 West Second Street or by calling 882-9200. The deadline for submitting the declaration, along with a resume is _____, by 5:00 p.m.

PUBLICATION: Grandview Herald – _____



Please return completed application to:
City Clerk, City of Grandview
207 West Second Street
Grandview, WA 98930
PH: (509) 882-9200
FAX: (509) 882-3099
www.grandview.wa.us

DECLARATION OF INTEREST

I wish to be of service to our Community and request your consideration for appointment to the Grandview City Council

NAME:

ADDRESS:

CITY, STATE, ZIP:

PHONE: _____ (home) _____ (work)

E-MAIL:

EMPLOYER/OCCUPATION:

Are you a resident of the City of Grandview?

Are you a registered voter?

Length of residence in the City of Grandview?

What community activities have you participated in during the past five years?
(Use extra pages if necessary)

Are you serving, or have you served, on any citizen boards or commissions?
(If yes, list the organizations and dates of service. Use extra pages if necessary.)

Organization _____ Date(s) of service _____

Organization _____ Date(s) of service _____

Please provide a brief background sketch including job experience, education, skills, hobbies, and special areas of interest.

What problems, issues or concerns do you see facing the City Council and how would you propose they be addressed? (Use extra pages if necessary.)

What special skills, knowledge, or experience do you have to contribute to the City Council? (Use extra pages if necessary.)

What limitations, if any, are placed on the time you would be available for meetings and other activities? How much time are you able to devote to the duties of the City Council? (Use extra pages if necessary.)

Please list three residents of the City of Grandview you wish to use as personal references that can provide us with information pertinent to your application:

Name: _____
Address: _____
Telephone: _____

Name: _____
Address: _____
Telephone: _____

Name: _____
Address: _____
Telephone: _____

Signature of Applicant: _____

Date: _____

The City thanks you for your interest in volunteering your time to serve the citizens of Grandview.