

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

1. CALL TO ORDER

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

2. ROLL CALL

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

Absent was Mayor Norm Childress.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray and City Clerk Anita Palacios.

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Resolution authorizing the Mayor to sign the School Resource Officer Interlocal Agreement with the Grandview School District

City Administrator Arteaga explained that 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 were updated as they change with the Teamsters Union bargaining agreements. The current Interlocal Agreement was in place since 2016. The agreement stated that the actual amount of money the City bills the District would be “negotiated and agreed upon by both parties annually.” The agreement presented reflected the latest associated wages for the SRO based upon the signed Teamsters Union bargaining agreement. The wages were listed through 2021.

Discussion took place.

On motion by Councilmember Mendoza, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign the School Resource Officer Interlocal Agreement with the Grandview School District for consideration at the December 11, 2018 regular Council meeting.

B. Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010119GV 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 \$7,500. When assistance was requested by the City, YVCOG

prepared a scope of work and cost estimate. YVCOG invoiced the City based upon actual expenses incurred. This amount was appropriated in the 2019 planning budget under professional services.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Rodriguez, the C.O.W. moved a resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010119GV with the Yakima Valley Conference of Governments for consideration at the January 8, 2019 regular Council meeting.

C. Resolution providing for authorized signatures

City Clerk Palacios explained that with the resignation of Norm Childress as Mayor effective December 31, 2018, it was necessary to remove him as an individual authorized to sign on the City of Grandview General Account for Payroll and Claim Checks. Gloria Mendoza was appointed to replace Norm Childress as Mayor and would be an individual authorized to sign on the City of Grandview General Account for Payroll and Claim Checks.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Rodriguez, the C.O.W. moved a resolution providing for authorized signatures for consideration at the January 8, 2019 regular Council meeting.

D. Draft Interlocal Cooperation Agreement between the City of Sunnyside and the City of Grandview for Emergency Medical Transport Services

City Administrator Arteaga explained that at the November 27, 2018 C.O.W. meeting, the C.O.W. recommended the following changes to the Interlocal Cooperation Agreement between the City of Sunnyside and the City of Grandview for Emergency Medical Transport Services:

- Item 3 – Responsibilities of the City of Grandview – second paragraph – clarify what type of “quarters” shall be provided.
- Item 4 – Cost of Service – second paragraph – articulate the selection process of an arbitrator.
- Item 8 – Termination/Modification – clarify the one year termination notice.

In addition, City Attorney Plant recommended wording included under Warranties, Participation in Federal Healthcare Programs, Referrals and Access to Books and Records of Subcontractor.

Councilmember Everett provided a memo which was circulated to the Mayor and Council regarding the draft ambulance service contract, outlined (*italicized*) as follows:

I appreciate the hard work that the City Administrator and the City Attorney have devoted to this contract and Project.

I believe that the City of Grandview should move forward with developing it's own ambulance service over the next three or four years. I am opposed to Grandview simply becoming a part of the City of Sunnyside Fire Department and Ambulance service.

City Administrator Arteaga understood that Grandview would enter into a 10-year agreement with Sunnyside, but would evaluate the cost of an ambulance service within the first 5 years. Council would then need to decide whether to start setting funds aside to implement a City-owned ambulance service and the method for financing the operation.

I do not feel that the "Draft" proposal meets Grandview's needs. I have specific issues with several paragraphs.

City Administrator Arteaga informed Council that staff was working with Sunnyside to develop an interlocal agreement. He also stated that once both cities verbage was incorporated in the agreement, it would need to be revised to meet both cities needs and/or goals.

1. *Paragraph 12, page 4. By requiring a 365 notice to terminate, we have effectively made this into a two year agreement. For example, if we gave notice in 2019 to terminate the agreement, it would not terminate until 2020.*

City Administrator Arteaga did not understand the problem with the time notice. For example, if the City terminated on January 1, 2019, then the agreement would be done on January 1, 2020 (365 days), and the City would not need to continue service for the remainder of the year. He questioned whether the Council wanted to counter with 180 days. He felt that 365 days was better for the City because it would give the City more time to make other provisions. If the City terminated the agreement, the City would not be able to implement a new service within a 12-month time period. For example, the City had been working on this agreement for almost a year and it did not even require purchasing any equipment and/or hiring any employees.

2. *Paragraph 9, page 4. This paragraph makes this into a ten year agreement, as I stated above, I think that reduces the City's flexibility in moving toward our own service, if we choose.*

City Administrator Arteaga explained that staff was directed to negotiate a long term agreement and chose a 10-year agreement verses 20-year. A 10-year agreement would not reduce the City's ability to move forward with a City-owned service as the City would provide a 365 day termination notice as per the agreement. He questioned whether Council wanted a 5-year agreement.

3. *The second "Whereas" clause and the last "Whereas" clause. Both use the term "surrounding area". I find this term very troubling, because it is also used by implication in Paragraph 4, which describes providing "service" as a basis for establish costs. When read as a whole it would appear that the City will possibly be billed for services provided to the surrounding area.*

City Administrator Arteaga indicated that "surrounding areas" could be stricken from the agreement.

4. *The second to last "Whereas" clause. I believe that this is confusing and misleading. Astria is not giving Grandview anything. The money is being given to Sunnyside. If they take it into account in establishing the cost to the City of Grandview, it is not because they are obligated to do so. It may or may not benefit Grandview, or may be used to pay for the "surrounding area."*

City Administrator Arteaga advised that this verbage was recommended by the City Attorney.

5. *It was not my understanding that the City of Grandview was committed to providing 24 hour service. That may be something that we decided by the contract clearly, requires us at some point to undertake the cost to do that. The last two paragraphs of Paragraph 3 need to be eliminated. Also, the first sentence in Paragraph 3 should have a period after the dollar figure and the rest of the sentence deleted. Paragraph 3 contains a requirement that increase the City's cost based on the cost of living. If the amount charged is based on the cost of services, it would appear that we cover be paying for the cost of service, plus a cost of living increase. Presumably the cost of living increase would be contained in the cost of service. In the second paragraph in Paragraph 3, whether or not the City of Sunnyside receives outside funding is not relevant to the City of Grandview contracting for the services that will hopefully evolve into and independent service for Grandview.*

City Administrator Arteaga explained that the goal from the beginning was to move into a 24/7 coverage from a location that the City was to provide. The verbage identifying the dollar amount followed by supporting the cost of adding staff would help the City by identifying what the City's contribution was to be spent on and not to be used to balance Sunnyside's budget. It was normal in most agreements to have an annual cost of living increase built into the agreement.

6. *In the second paragraph in Paragraph 4, page 2, the fee increase will be in September, again this goes to the issues of contract length. If we get an increase in September and determine that we want to terminate the contract we will be paying the new fee for the entire coming year.*

City Administrator Arteaga explained that if an increase was in place, it would be for the duration that the City would be using the service.

I apologize for the haste with which this is written, I want emphasize that I am not content with the City of Grandview becoming simply a means for Sunnyside to pay for their services, sort of another Mabton. This contract should be designed so that we can reasonably terminated it for our own or less expensive services.

City Administrator stated that the draft provided the City the ability to terminate the service after 365 day notice and would not lock the City into any other expenses for doing so.

Discussion took place.

Following discussion, staff was directed to prepare a final draft for the January 22, 2019 C.O.W. meeting.

5. RECESS & RECONVENE OF C.O.W. MEETING

On motion by Councilmember Mendoza, second by Councilmember Everett, the Council recessed the Committee-of-the-Whole meeting at 7:00 p.m., to reconvene following the regular Council meeting.

On motion by Councilmember Everett, second by Councilmember Rodriguez, the Council reconvened the Committee-of-the-Whole meeting to discuss the following items at 7:45 p.m.

E. City Council Vacancy

City Administrator Arteaga requested direction regarding the vacant Council position following Councilmember Gloria Mendoza's appointment to Mayor effective January 1, 2019.

Discussion took place.

Following discussion, staff was directed to advertise the Notice of City Council Vacancy in the Grandview Herald and Daily Sun News with the deadline for submitting the declaration and resume on January 15, 2019. Qualified persons would be provided three minutes to address the City Council at their regular meeting on January 22, 2019.

6. OTHER BUSINESS – None

7. ADJOURNMENT

The C.O.W. meeting adjourned at 8:00 p.m.

Mayor Pro Tem Bill Moore

Anita Palacios, City Clerk