

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, MAY 26, 2020**



Due to public health concerns with COVID-19, this meeting will be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

**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 accepting the bid for the Sanitary Sewer Truck Main Replacement and authorizing the Mayor to sign all contract documents with C & R Tractor and Landscaping, Inc. 1-5
  - B. Resolution approving the Yakima County Fire Protection District and Cities Mutual Aid Agreement 6-14
  - C. Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Grandview and the City of Mabton for Fire Auto Aid 15-22
  - D. Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Grandview and the City of Sunnyside for Fire Auto Aid 23-28
  - E. Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Grandview and the West Benton Regional Fire Authority for Fire Auto Aid 29-34
5. **OTHER BUSINESS**
6. **ADJOURNMENT**

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

**ITEM TITLE**

Resolution accepting the bid for the Sanitary Sewer Truck Main Replacement and authorizing the Mayor to sign all contract documents with C & R Tractor and Landscaping, Inc.

**AGENDA NO.:** New Business 4 (A)

**AGENDA DATE:** May 26, 2020

**DEPARTMENT**

Public Works Department

**FUNDING CERTIFICATION (City Treasurer)**  
(If applicable)

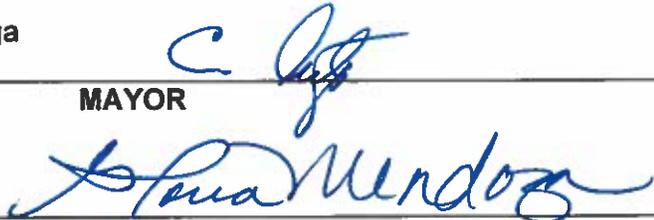
**DEPARTMENT DIRECTOR REVIEW**

City Administrator/Public Works Director Cus Arteaga

**CITY ADMINISTRATOR**



**MAYOR**



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

**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.

Bids for the Sanitary Sewer Truck Main Replacement were opened on May 14, 2020. A total of seven (7) bids were received with C & R Tractor and Landscaping, Inc., of Kelso, Washington, submitting the low bid in the amount of \$3,327,292.87. The low bid was approximately thirteen (13) percent below the City Engineer's estimate of \$3,848,158.80.

**ACTION PROPOSED**

Move a resolution accepting the bid for the Sanitary Sewer Truck Main Replacement and authorizing the Mayor to sign all contract documents with C & R Tractor and Landscaping, Inc., to a regular Council meeting for consideration.



May 18, 2020

City of Grandview  
207 W. Second Street  
Grandview, WA 98930

Attn: Mr. Cus Arteaga

Re: City of Grandview  
SANITARY SEWER TRUNK MAIN REPLACEMENT  
DOE Project No.: WQC-2019-GRANDVIEW-00092  
CDBG Project No.: 18-62210-024  
HLA Project No.: 17165  
Recommendation of Award

Dear Mr. Arteaga:

The bid opening for the above referenced project was held at Grandview City Hall at 11:00 a.m. on Thursday, May 14, 2020. A total of seven (7) bids were received with the low bid of \$3,327,292.87, being offered by C & R Tractor and Landscaping, Inc., of Kelso, Washington. This low bid is approximately thirteen (13) percent below the Engineer's Estimate of \$3,848,158.80.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to C & R Tractor and Landscaping, Inc., in the amount of \$3,327,292.87. Please send us a copy of the City of Grandview Council minutes authorizing award of this project.

Enclosed please find a copy of the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

 Digitally signed by Terry Alapeteri  
Date: 2020.05.18  
11:53:13 -07'00'

Terry D. Alapeteri, PE

TDA/crf

Enclosures

Copy: Tammie McClure, Coleman Miller, Department of Ecology (Email)  
Jacquie Andresen, Department of Commerce (Email)  
Caroline Fitzsimmons, HLA (Email)  
Rachelle Pacsuta, HLA (Email)

BID SUMMARY										BIDDER #1		BIDDER #2		BIDDER #3	
<b>Owner:</b> CITY OF GRANDVIEW <b>Project:</b> SANITARY SEWER TRUNK MAIN REPLACEMENT <b>HLA Project No.:</b> 17165 <b>DOE Project No.:</b> WQC-2019-GRANDVIEW-00092 <b>Bid Opening Date:</b> May 14, 2020 <b>CDBG Project No.:</b> 18-62210-024										<b>C &amp; R Tractor and Landscaping, Inc.</b> 3829 Pleasant Hill Road Kelso, WA 98628		<b>Total Site Services, LLC</b> 2780 Salk Avenue Richland, WA 99354		<b>DW Excavating, Inc.</b> 215 Park Street Davenport, WA 99122	
Item No.	Item Description	Unit	Quantity	ENGINEER'S ESTIMATE		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount				
				Unit Price	Amount										
1	Minor Change	FA	EST.	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00				
2	SPCC Plan	LS	1	\$2,000.00	\$2,000.00	\$278.20	\$278.20	\$444.60	\$444.60	\$145.00	\$145.00				
3	Mobilization	LS	1	\$250,000.00	\$250,000.00	\$108,430.00	\$108,430.00	\$180,851.90	\$180,851.90	\$211,921.00	\$211,921.00				
4	Project Temporary Traffic Control	LS	1	\$50,000.00	\$50,000.00	\$33,160.00	\$33,160.00	\$95,763.62	\$95,763.62	\$56,487.00	\$56,487.00				
5	Clearing and Grubbing	LS	1	\$80,000.00	\$80,000.00	\$9,180.51	\$9,180.51	\$37,857.96	\$37,857.96	\$4,200.00	\$4,200.00				
6	Removal of Structures and Obstructions	LS	1	\$80,000.00	\$80,000.00	\$18,772.83	\$18,772.83	\$41,882.10	\$41,882.10	\$34,625.00	\$34,625.00				
7	Crushed Surfacing Base Course	TON	300	\$32.00	\$9,600.00	\$29.20	\$8,760.00	\$27.32	\$8,196.00	\$23.60	\$7,080.00				
8	Crushed Surfacing Top Course	TON	950	\$32.00	\$30,400.00	\$29.20	\$27,740.00	\$24.29	\$23,075.50	\$23.60	\$22,420.00				
9	HMA C1 1/2-Inch PG 64-28	TON	150	\$150.00	\$22,500.00	\$122.41	\$18,361.50	\$150.05	\$22,507.50	\$150.00	\$22,500.00				
10	PVC Manhole 72 In. Diam. Type 3	EA	4	\$23,000.00	\$92,000.00	\$24,417.49	\$97,669.96	\$22,892.08	\$90,768.32	\$22,078.00	\$88,312.00				
11	PVC Manhole 60 In. Diam. Type 3	EA	17	\$20,000.00	\$340,000.00	\$20,931.63	\$355,837.71	\$19,980.76	\$339,842.92	\$19,718.00	\$335,172.00				
12	PVC Manhole 48 In. Diam. Type 3	EA	52	\$13,000.00	\$676,000.00	\$12,982.06	\$675,087.12	\$12,051.65	\$626,885.80	\$12,659.00	\$658,288.00				
13	Precast Manhole 48 In. Diam. Type 1	EA	1	\$4,000.00	\$4,000.00	\$17,075.84	\$17,075.84	\$2,997.23	\$2,997.23	\$12,200.00	\$12,200.00				
14	Shoring or Extra Excavation	LF	13,610	\$1.00	\$13,610.00	\$1.00	\$13,610.00	\$4.06	\$55,256.60	\$2.80	\$38,108.00				
15	Select Backfill, as Directed	CY	500	\$40.00	\$20,000.00	\$30.27	\$15,135.00	\$45.62	\$22,810.00	\$22.73	\$11,365.00				
16	PVC Sanitary Sewer Pipe 30 In. Diam.	LF	13,090	\$110.00	\$1,439,900.00	\$102.46	\$1,341,201.40	\$109.05	\$1,427,464.50	\$119.50	\$1,564,255.00				
17	PVC Sanitary Sewer Pipe 24 In. Diam.	LF	140	\$100.00	\$14,000.00	\$79.98	\$11,197.20	\$92.24	\$12,913.60	\$104.35	\$14,609.00				
18	PVC Sanitary Sewer Pipe 15 In. Diam.	LF	60	\$80.00	\$5,400.00	\$51.28	\$3,076.80	\$76.21	\$4,572.60	\$54.00	\$3,240.00				
19	PVC Sanitary Sewer Pipe 12 In. Diam.	LF	30	\$80.00	\$2,700.00	\$48.72	\$1,461.60	\$94.74	\$2,842.20	\$57.00	\$1,710.00				
20	PVC Sanitary Sewer Pipe 8 In. Diam.	LF	290	\$80.00	\$23,200.00	\$41.20	\$11,948.00	\$46.76	\$13,560.40	\$42.50	\$12,325.00				
21	PVC Sanitary Sewer Pipe 6 In. Diam.	LF	20	\$100.00	\$2,000.00	\$42.31	\$846.20	\$133.35	\$2,667.00	\$109.05	\$2,181.00				
22	PVC Sanitary Sewer Pipe 4 In. Diam.	LF	120	\$70.00	\$8,400.00	\$28.62	\$3,434.40	\$49.08	\$5,898.60	\$104.00	\$12,480.00				
23	Sanitary Sewer Pipe Repairs	FA	EST.	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00				
24	Sanitary Sewer Bypass	LS	1	\$100,000.00	\$100,000.00	\$22,532.91	\$22,532.91	\$21,534.70	\$21,534.70	\$35,500.00	\$35,500.00				
25	ESC Lead	DAY	34	\$250.00	\$8,500.00	\$333.84	\$11,350.56	\$81.13	\$2,078.42	\$119.00	\$4,046.00				
26	Erosion/Water Pollution Control	FA	EST.	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00				
27	Landscape Restoration	FA	EST.	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00				
28	Cement Conc. Traffic Curb and Gutter	LF	230	\$40.00	\$9,200.00	\$33.36	\$7,677.40	\$24.94	\$5,736.20	\$49.00	\$11,270.00				
29	Chain Link Fence Type 4	LF	50	\$50.00	\$2,500.00	\$33.38	\$1,669.00	\$77.56	\$3,879.00	\$74.00	\$3,700.00				
30	Double 20 Ft Chain Link Gate	EA	1	\$2,000.00	\$2,000.00	\$2,070.69	\$2,070.69	\$2,212.98	\$2,212.98	\$2,112.00	\$2,112.00				
31	Sucker Rod Fence	LF	470	\$60.00	\$28,200.00	\$66.77	\$31,381.90	\$25.58	\$12,013.20	\$63.50	\$29,845.00				
32	Controlled Density Fill	CY	400	\$180.00	\$72,000.00	\$142.25	\$56,900.00	\$163.68	\$65,472.00	\$144.00	\$57,800.00				





**RESOLUTION NO. 2020-\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE BID FOR THE SANITARY SEWER TRUCK MAIN REPLACEMENT  
AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT DOCUMENTS  
WITH C & R TRACTOR AND LANDSCAPING, INC.**

**WHEREAS**, the City of Grandview has advertised for bids for the Sanitary Sewer Truck Main Replacement; and,

**WHEREAS**, C & R Tractor and Landscaping, Inc., of Kelso, Washington, has submitted the lowest responsible bid, which bid has been accepted;

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

The Mayor is hereby authorized to sign all contract documents with C & R Tractor and Landscaping, Inc., for the Sanitary Sewer Truck Main Replacement in the amount of \$3,327,292.87.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2020.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

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

<b>ITEM TITLE</b>	<b>AGENDA NO.:</b> New Business 4 (B)
Resolution approving the Yakima County Fire Protection District and Cities Mutual Aid Agreement	<b>AGENDA DATE:</b> May 26, 2020
<b>DEPARTMENT</b>	<b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable)
Fire Department	

**DEPARTMENT DIRECTOR REVIEW**

Pat Mason, Fire Chief 

<b>CITY ADMINISTRATOR</b>	<b>MAYOR</b>
	

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

In July 2010, an agreement was put in place that allowed all the Fire Districts and City Fire Departments in Yakima County as well as the Yakima Training Centers Federal Fire Department to provide mutual aid assistance to each other. In 2019, the Yakima County Fire Chiefs Association made the decision to review and update the agreement as needed.

**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.

In 2019, the Yakima County Fire Chiefs Association made the decision to review and update the Yakima County Fire Protection District and Cities Mutual Aid Agreement. The agreement has been reviewed and updated to include: misc. grammar and punctuation corrections; adding Section 3(e) in regards to training and awareness; an extensive rewrite of Section 7 Liability and Claims to meet the requirements of the different governing entities involved; and updated language in Section 18 Whole Agreement to include not obligating funds, doing biennial reviews and renegotiating the agreement at the nine (9) year mark. The overall intent of the agreement remains the same to allow all Fire Department agencies within Yakima County to request personnel and equipment from other agencies.

**ACTION PROPOSED**

Move a resolution approving the Yakima County Fire Protection District and Cities Mutual Aid Agreement to a regular Council meeting for consideration.

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING THE YAKIMA COUNTY FIRE PROTECTION DISTRICT  
AND CITIES MUTUAL AID AGREEMENT**

**WHEREAS**, the City of Grandview wishes to enter into the Yakima County Fire Protection District and Cities Mutual Aid Agreement with the Yakima County Fire Protection Districts Nos. 1, 2, 3, 4, 5, 6, 7, 9, 11, 12 and 14, the Cities of Yakima, Granger, Selah, Naches, Wapato, Toppenish, Sunnyside, Zillah and Mabton, and U.S. Army-Joint Base Lewis McChord (JBLM)-Yakima Training Center (YTC); and

**WHEREAS**, the parties intend to render to each other the maximum cooperation possible in the sharing of personnel, equipment and other resources in order to provide emergency medical and fire suppression services;

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

The Mayor is hereby authorized to enter into the Yakima County Fire Protection District and Cities Mutual Aid Agreement 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 \_\_\_\_\_, 2020.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**YAKIMA COUNTY FIRE PROTECTION  
DISTRICT AND CITIES MUTUAL AID AGREEMENT**

**IM-W12KAA-20421**

**YAKIMA COUNTY FIRE DISTRICTS AND CITIES MUTUAL AID AGREEMENT FOR:**

**U.S. ARMY – JBLM-YTC**

**YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 1**

**YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 2**

**YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 3**

**YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 4**

**YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 5**

**YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 6**

**YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 7**

**YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 9**

**YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 11**

**YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 12**

**YAKIMA COUNTY FIRE PROTECTION DISTRICT NO. 14**

**CITY OF YAKIMA**

**CITY OF GRANGER**

**CITY OF SELAH**

**CITY OF NACHES**

**CITY OF WAPATO**

**CITY OF TOPPENISH**

**CITY OF SUNNYSIDE**

**CITY OF ZILLAH**

**CITY OF GRANDVIEW**

**CITY OF MABTON**

SUBJECT: IM-W12KAA-20421 Yakima Co. Fire Protection – Districts and Cities MAA

**Yakima County Fire Protection  
District and Cities Mutual Aid Agreement (MAA)  
IM-W12KAA-20421**

THIS AGREEMENT is entered into under the authority of RCW 52.12.031, 35.30.010, 35.22.280, and RCW Chapter 39.34, and by the Secretary of the Army acting according to the authority of section 1856a, title 42, United States Code; and

WHEREAS, each of the parties listed below owns and maintains equipment for the suppression of fires and for emergency medical services; and

WHEREAS, each of the parties also retains personnel who are trained to provide various levels of emergency medical services and fire suppression; and

WHEREAS, it is the intent of the parties to this Agreement to provide the maximum possible protection for the lives and property of the citizens resident within respective boundaries of the parties; and

WHEREAS, the parties intend to render to each other the maximum cooperation possible in the sharing of personnel, equipment, and other resources, in order to provide emergency medical and fire suppression services; and

WHEREAS, some of the parties may have specialized resources that may be made available to other parties of the agreement under certain circumstances; now, therefore,

The parties mutually agree as follows:

**1. PARTIES:** This Agreement is entered into between Yakima County Fire Protection Districts (YCFPD), 1, 2, 3, 4, 5, 6, 7, 9, 11, 12, and 14, the Cities of Naches, Selah, Wapato, Granger, Toppenish, Sunnyside, Zillah, Grandview, Mabton, and Yakima, and the United States Army, Joint Base Lewis-McChord, Yakima Training Center, Fire and Emergency Services (JBLM-YTC-FES). This Agreement shall commence upon signing by all parties and remain in effect until modified by mutual consent or in accordance with section 12 – Termination.

**2. REQUEST FOR ASSISTANCE:** The Incident Commander of any party at the scene of the emergency may request, from other parties to the Agreement, firefighting, emergency medical, equipment and/or personnel in excess of that immediately available to the Incident Commander.

**3. RESPONSE TO REQUEST:** Upon receipt of such a request, as defined in Section 2, each party will endeavor to provide available personnel and equipment subject to the following conditions:

a. Such assistance does not jeopardize or reduce the level of protection necessary to carry out the entity's fire and emergency medical protection responsibilities. No party

to this Agreement shall be required to make equipment or personnel available to any other party where doing so would create an unreasonable danger to the lives or property of that party's community.

b. Dispatch of available personnel and equipment shall be in accordance with the operating plans and procedures established by the Yakima County Fire Chiefs Mutual Aid Matrix as adopted by the Yakima County Fire Chiefs Association, insofar as practical.

c. In the event the needed equipment and personnel are not available, the responding entity shall immediately advise the requesting party's dispatch center.

d. All parties recognize the need to provide properly trained and equipped personnel to respond to mutual aid emergencies. Each party acknowledges that appropriate training of personnel is necessary, shall be ongoing, and must be upgraded to ensure the qualifications, performance, efficiency and safety of personnel responding to mutual aid emergencies. Each party, excluding JBLM-YTC-FES, shall be responsible for ensuring that its personnel are properly trained to State & County standards and appropriately equipped when responding to mutual aid emergencies. JBLM-YTC-FES shall be responsible for ensuring that its personnel are properly trained to the training standards identified in Army Regulation (AR) 420-1 and appropriately equipped when responding to mutual aid emergencies. The Incident Commander or his/her designee shall have the right to dismiss any personnel and/or equipment from the scene of a mutual aid emergency that, in the opinion of the Incident Commander or his/her designee, do not meet the needs and/or requirements of the emergency. Furthermore, all incoming mutual aid departments shall have the right to leave a mutual aid scene, if they feel an incident is not being conducted in a safe and proper manner, to include the use of Incident Command System.

e. To support training and awareness, the chief fire officers and personnel of the fire departments of the parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct prefire planning inspections, drills, and training.

**4. COMMAND RESPONSIBILITY AT EMERGENCY SCENE:** The Incident Commander shall be in command of the emergency and all equipment and personnel sent to assist him or her regardless of origin. However, if a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the parties to this agreement normally provide fire protection, the Chief of the JBLM-YTC-FES or his or her representative may assume full command on arrival at the scene of the crash.

**5. FIRE COORDINATOR:** When large-scale emergencies occur that draw heavily upon existing resources, a qualified officer may be assigned to the dispatch agency with jurisdiction over the emergency to assist in the coordination of remaining resources. Coordination may include:

a. Relieve incident commanders of the pressure of ensuring response to other emergencies.

- b. Inventory remaining available resources.
- c. Combine resources to form Strike Teams, Task Forces, etc...
- d. Call for backfill, move-ups, etc., to anticipate subsequent emergencies.

**6. TERMINATION OF SERVICE:** The equipment and personnel of the responding party shall be released from service and returned to the responding Fire District or City by the Incident Commander when in his or her opinion conditions warrant. When releasing personnel and/or equipment the Commander shall first release the incoming mutual aid companies if the needs can be met with the calling agency's equipment and/or manpower.

**7. LIABILITY AND CLAIMS:**

a. As to any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and fees resulting from death or bodily injury to any person or damage or destruction to a third party or third parties arising under this Agreement *between the United States Army JBLM-YTC-FES and any other party* to this agreement:

1. Each party agrees to be responsible and assume liability in the performance of this Agreement for its own wrongful and/or negligent acts or omissions, and those of its officers, agents, or employees to the fullest extent allowed by law.

2. Each party waives all claims against the other for compensation for any loss, damage injury or death occurring as a consequence of the performance of this agreement, except for those claims authorized under 15 U.S.C. S 2210. As to any said claims to which the United States Army JBLM-YTC-FES is a party, direct all question for claims to the Installation Agreements Manager, 2008C N. 3rd. Street, Mail Stop 122, JBLM, WA 98433-9500.

b. As to any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and fees resulting from death or bodily injury to any person or damage or destruction to a third party or third parties arising under this Agreement *between any non-U.S. Army JBLM-YTC-FES parties* to this agreement:

1. Each party agrees to protect, defend, indemnify and hold harmless the other party's elected and appointed officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of the indemnifying "at fault" party, its elected and appointed officials, officers, employees, agents, and volunteers and/or subcontractors, arising out of the performance of this Agreement.

2. In the case of negligence of more than one party to this Agreement, any damages shall be in proportion to the percentage of negligence attributed to each party, and each party shall have the right to contribution from the other party in proportion to the percentage of negligence attributed to the other party.

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

4. The provisions of this section shall survive the termination or expiration of this Agreement.

**8. INSURANCE:** Each party agrees to maintain adequate coverage, or self-insure for its own equipment and personnel.

**9. COMPENSATION:** The parties agree that the added protection provided to their citizens through pooled resource provided in this Agreement constitutes adequate consideration for any costs or expenditure for equipment, personnel and other resources incurred by the parties to this Agreement and/or as provided by federal or state law, no party shall be liable to another party, or parties, for any expense of operation incurred in the performance of this Agreement.

**10. NON-EXCLUSIVE AGREEMENT:** The parties to this Agreement shall not be precluded from entering into similar agreements for automatic first response for emergency services with other cities or fire districts.

**11. ADMINISTRATION:** The administration of this agreement shall be overseen by the Yakima County Fire Chiefs Association.

**12. TERMINATION:** This Agreement may be terminated by any party giving all other parties a thirty (30) day written notice of termination. Termination by any party shall not affect the operation of this agreement between the other parties.

**13. INVALIDATION:** In the event any portion of this Agreement is ruled invalid by a court of competent jurisdiction, it is the intent of the parties that the remainder of this Agreement remains in effect.

**14. RESOLUTION OF DISPUTES:** In the event a dispute or disagreement arises among parties to this Agreement, an involved party may request a mediation meeting by notifying one of the Presidents. The mediators shall be the Presidents of the Fire Commissioners Association and Fire Chiefs Association, and the Mayor's Association and two people at large selected by the two Presidents. They will notify the parties involved and set the meeting date(s).

**15. ARBITRATION:** Should mediation fail in accordance with paragraph 14, the Presidents will call a hearing of the Yakima County Fire Chiefs Association, which will select and appoint a panel of three Fire Chiefs as arbitrators, neutral, unbiased, and uninvolved with the issue being heard. The panel will hear testimony regarding the dispute and render a recommended decision to the Yakima County Fire Chiefs

**SUBJECT: IM-W12KAA-20421 Yakima Co. Fire Protection – Districts and Cities MAA**

Association. Parties shall adopt the recommended decision or terminate the agreement in accordance with numbered paragraph 12 of this agreement.

**16. SURVIVAL:** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

**17. FILING:** A copy of this agreement shall be filed with the County Auditor pursuant to RCW 39.34.040.

**18. WHOLE AGREEMENT:** Nothing in this MAA shall be considered as obligating any party to expend funds or otherwise obligate any party for the future payment of money in excess of appropriations authorized by law and administratively allocated for the activities associated with this MAA. This agreement shall become effective upon the date of the last signature and shall remain in full force and effect for a period not to exceed nine (9) years, or until cancelled by mutual agreement of the parties, or upon the provision of at least thirty (30) days advance written notice from the party desiring to terminate this agreement to the other. In accordance with AR 420-1, paragraph 25-9, e(2), this agreement will be reviewed and updated biennially based on the anniversary of the effective date, unless previously terminated by one or more of the parties. The IAM will initiate the biennial reviews and the request for renegotiation. Following the nine (9) years, the agreement will either automatically terminate or can be renegotiated. This writing constitutes the entire agreement between the parties, and supersedes any and all such former agreements which are hereby declared terminated and of no further force an effect. No amendment or modification of this agreement shall be effective unless in writing and executed by the parties.

**19. SIGNATURES:** It is agreed that this Agreement may be signed together or by each District or City separately and the signatures of all Districts and Cities need not be placed on a single document. The person executing this Agreement on behalf of the District or City represents and warrants that he or she has been fully authorized by the governing body of the District or City to execute this Contract on its behalf and to legally bind the Districts and Cities to all the terms, performances and provisions of this Contract. The signature authority will sign and date the signature page, page six, of this agreement. If multiple signature pages are used, all signature pages will be attached to the final agreement and forwarded to all parties upon completion.

SUBJECT: IM-W12KAA-20421 Yakima Co. Fire Protection – Districts and Cities MAA

MUTUAL AID AGREEMENT IM-W12KAA-20421 -- SIGNATURE PAGE:

PARTY	NAME/TITLE	SIGNATURE & DATE
For the Secretary of the Army – JBLM-YTC	Skye D. Duncan Colonel, US Army	
YCFPD NO. 1	Richard J. Woodall Fire Chief	
YCFPD NO. 2	Rex Reed Commission Chair	
YCFPD NO. 3	Alan Baird Chief, YCFPD #3	
YCFPD NO. 4	David Ramynke Fire Commissioner	
YCFPD NO. 5	Ernest W. Gasseling Commissioner Chair	
YCFPD NO. 6	Ken Frazier Fire Chief	
YCFPD NO. 7	Rhon Rasko Fire Chief	
YCFPD NO. 9	Ted VanderHouwen Commission Chair	
YCFPD NO. 11	Rocky Willet Commission	
YCFPD NO. 12	Jim Borst Commissioner Chair	
YCFPD NO. 14	Wayne Frudd Commissioner	
CITY OF YAKIMA	Alex Meyerhoff Interim City Manager	
CITY OF GRANGER	Jose Trevino Mayor	
CITY OF SELAH	Sherry Raymond Mayor	
CITY OF NACHES	Alan Baird Chief, YCFPD #3	
CITY OF WAPATO	Bob Clark Fire Chief	
CITY OF TOPPENISH	Mark Oaks Mayor	
CITY OF SUNNYSIDE	Francisco Guerrero Mayor	
CITY OF ZILLAH	Scott Carmack, Mayor	
CITY OF GRANDVIEW	Gloria Mendoza Mayor	
CITY OF MABTON	Luke Cussins Fire Chief	

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

<p><b>ITEM TITLE</b></p> <p>Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Grandview and the City of Mabton for Fire Auto Aid</p> <p>Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Grandview and the City of Sunnyside for Fire Auto Aid</p> <p>Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Grandview and the West Benton Regional Fire Authority for Fire Auto Aid</p>	<p><b>AGENDA NO.:</b> New Business 4 (C), (D) &amp; (E)</p> <p><b>AGENDA DATE:</b> May 26, 2020</p>
<p><b>DEPARTMENT</b></p> <p>Fire Department</p>	<p><b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable)</p>

<p><b>DEPARTMENT DIRECTOR REVIEW</b></p> <p>Pat Mason, Fire Chief <i>PM</i></p>	<p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center;"><b>MAYOR</b></p>
<p><b>CITY ADMINISTRATOR</b></p> <p><i>[Signature]</i></p>	

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

The City of Grandview has mutual aid agreements with every Fire Department and Fire District in Yakima County. The City also has mutual aid agreements with the Yakima Firing Center, West Benton Regional Fire Authority, Hanford Fire Department and Benton County Fire Protection District #2 (Benton City). The mutual aid agreements allow the City to call upon any one of these agencies for additional resources once on scene and a determination has been made that additional resources are necessary.

**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 process for emergency response to a structure fire is that the City's Fire Department is dispatched and responds. Once the City's firefighters are on scene, and if there is a developing structure fire, the City's firefighters would start firefighting and request additional equipment and personnel from the City of Mabton, City of Sunnyside and West Benton Regional Fire Authority. By approving the Auto Aid Interlocal Agreements, the other fire departments would be dispatched at the same time the City of Grandview is dispatched for reported structure fires. The end result would be that more equipment and personnel would be on a fire scene faster. There should be no financial impact involved with the interlocal agreements since the City is already being dispatched to these types of calls. The City should also receive additional points from the Washington Survey and Ratings Bureau by having the interlocal agreements in place

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**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Grandview and the City of Mabton for Fire Auto Aid to a regular Council meeting for consideration.

Move a resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Grandview and the City of Sunnyside for Fire Auto Aid to a regular Council meeting for consideration.

Move a resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Grandview and the West Benton Regional Fire Authority for Fire Auto Aid to a regular Council meeting for consideration.

**RESOLUTION NO. 2020-\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF GRANDVIEW AND THE CITY OF MABTON FOR FIRE AUTO AID**

**WHEREAS**, the City of Grandview and the City of Mabton have agreed upon the terms set forth in an Interlocal Agreement for Fire Auto Aid, and,

**WHEREAS**, the City Council of the City of Grandview has determined that approving said Interlocal Agreement with the City of Mabton for Fire Auto Aid 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 Interlocal Agreement with the City of Mabton for Fire Auto Aid in the form attached hereto and incorporated herein by this reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2020.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GRANDVIEW AND  
THE CITY OF MABTON**

**THIS INTERLOCAL AGREEMENT**, hereinafter "Agreement," is made and entered by and between the City of Grandview, a Washington municipal corporation, (hereinafter "Grandview"), and the City of Mabton, a Washington municipal corporation, (hereinafter "Mabton".) This Agreement is entered into under the authority of RCW 35A.11.010 and is in conformity with RCW Chapter 39.34, the Interlocal Cooperation Act.

**WHEREAS**, Grandview and Mabton have an ongoing cooperative relationship dedicated to protecting, serving and enhancing public safety of the citizens of both cities; and

**WHEREAS**, Grandview and Mabton seek to further this ongoing cooperative relationship by entering into a mutual aid agreement relating to the provision of aid in the event of structure fires in either city; and

**WHEREAS**, this interlocal agreement has been authorized by the city councils of Grandview and Mabton at duly convened public meetings;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set forth herein, it is agreed by and between Grandview and Mabton as follows:

1. **Purpose.** The purpose of this Agreement is to improve fire protection, fire prevention, emergency medical service response, hazardous materials control, and/or any other emergency support within the respective jurisdictions by facilitating auto aid.

Neither party shall incur any financial obligation to the other as a result of this agreement.

2. **Term.** This Agreement shall be effective on June 01, 2020 and shall continue for a period of one year there from and shall automatically renew from year to year unless terminated by either party in accordance with Section 9 of this Agreement.

3. **Obligations of the Parties.**

A. Grandview agrees to supplement Mabton resources through simultaneous dispatch of a structure engine to reported structure fires in the City of Mabton.

B. Mabton agrees to supplement Grandview resources through simultaneous dispatch of a structure engine to reported structure fires in the City of Grandview.

C. The first arriving company or duty officer shall initiate and establish command and have it assumed upon arrival of an officer from the agency having jurisdiction.

D. Each party, subject to the terms, conditions and limitations herein, shall be solely responsible for control of its personnel, standards of performance, discipline, and all other aspects of performance by its employees while performing services under this Agreement.

E. In the event of simultaneous calls for service whereby facilities and/or resources of either party are taxed beyond its ability to perform all needed services, the officers and agents of the party shall have discretion as to the priority handling of such calls and notify dispatch when resources will be delayed, diverted, alternatively replaced by another type of apparatus, or otherwise unable to provide assistance.

F. The auto aid provided herein shall be without reimbursement unless expressly agreed to by the jurisdiction requesting and the jurisdiction providing such aid.

4. **Administration.** This Agreement shall be administered jointly by the chief officers of the respective jurisdictions. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under RCW 39.34, the Interlocal Cooperation Act.

5. **Indemnification and Hold Harmless.**

A. Mabton agrees to protect, defend, indemnify, and hold harmless Grandview, its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorney fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of Mabton, its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of Mabton under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding brought against Grandview.

B. Grandview agrees to protect, defend, indemnify, and hold harmless Mabton, its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorney fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of Grandview, its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of Grandview under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding brought against Mabton.

C. In the event that the officials, officers, agents, and/or employees of both Grandview and Mabton are negligent, each Party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney fees).

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

E. The provisions of this Section shall survive the termination or expiration of this Agreement.

6. **No Effect on Other Unrelated Agreement; Integration and Supersession.**

This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties. To the extent that this Agreement directly contradicts any currently existing prior contract language between the parties, this Agreement shall supersede such directly contradictory contract language. The remainder of all currently existing agreements between the parties remain in full force and effect.

7. **Severability.**

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

8. **Non-Waiver.** The waiver by Grandview or Mabton 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.

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

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

TO GRANDVIEW: Pat Mason, Fire Chief  
Grandview Fire Department  
207 W. 2<sup>nd</sup> Street  
Grandview, WA 98930

TO MABTON: Luke Cussins, Fire Chief  
Mabton Fire Department  
PO Box 426  
Mabton, WA 98935

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid or hand delivered.

Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

11. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this agreement and shall be binding on the parties to this Agreement.

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

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

14. **Non-Exclusive Agreement.** The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations or public agencies.

15. **Compliance with Law.** All parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

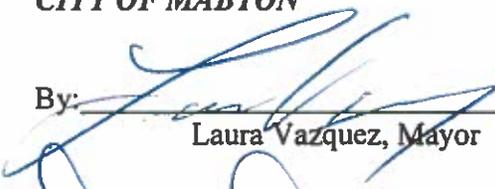
16. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

17. **No Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the parties hereto. This Agreement shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement.

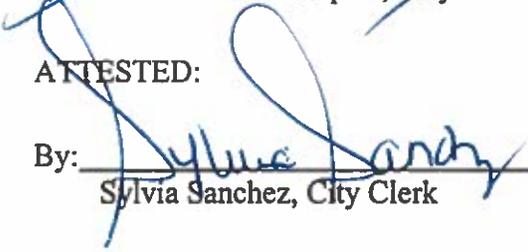
18. **Status of Employees.** No agent, employee, or other representative of either party shall be deemed an agent, employee, or other representative of the other party for any reason.

EXECUTED this 12th day of May 2020 for MABTON FIRE DEPARTMENT.

**CITY OF MABTON**

By:   
\_\_\_\_\_  
Laura Vazquez, Mayor

ATTESTED:

By:   
\_\_\_\_\_  
Sylvia Sanchez, City Clerk

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020, for the CITY OF GRANDVIEW.

**CITY OF GRANDVIEW**

By: \_\_\_\_\_  
Gloria Mendoza, Mayor

ATTESTED:

\_\_\_\_\_  
Anita Palacios, City Clerk

Resolution No. \_\_\_\_\_

**RESOLUTION NO. 2020-\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF GRANDVIEW AND THE CITY OF SUNNYSIDE FOR FIRE AUTO AID**

**WHEREAS**, the City of Grandview and the City of Sunnyside have agreed upon the terms set forth in an Interlocal Agreement for Fire Auto Aid, and,

**WHEREAS**, the City Council of the City of Grandview has determined that approving said Interlocal Agreement with the City of Sunnyside for Fire Auto Aid 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 Interlocal Agreement with the City of Sunnyside for Fire Auto Aid in the form attached hereto and incorporated herein by this reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2020.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GRANDVIEW AND  
THE CITY OF SUNNYSIDE**

**THIS INTERLOCAL AGREEMENT**, hereinafter “Agreement,” is made and entered by and between the City of Grandview, a Washington municipal corporation, (hereinafter “Grandview”), and the City of Sunnyside, a Washington municipal corporation, (hereinafter “Sunnyside”.) This Agreement is entered into under the authority of RCW 35A.11.010 and is in conformity with RCW Chapter 39.34, the Interlocal Cooperation Act.

**WHEREAS**, Grandview and Sunnyside have an ongoing cooperative relationship dedicated to protecting, serving and enhancing public safety of the citizens of both cities; and

**WHEREAS**, Grandview and Sunnyside seek to further this ongoing cooperative relationship by entering into a mutual aid agreement relating to the provision of aid in the event of structure fires in either city; and

**WHEREAS**, this interlocal agreement has been authorized by the city councils of Grandview and Sunnyside at duly convened public meetings;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set forth herein, it is agreed by and between Grandview and Sunnyside as follows:

1. **Purpose.** The purpose of this Agreement is to improve fire protection, fire prevention, emergency medical service response, hazardous materials control, and/or any other emergency support within the respective jurisdictions by facilitating auto aid.

Neither party shall incur any financial obligation to the other as a result of this agreement.

2. **Term.** This Agreement shall be effective on June 01, 2020 and shall continue for a period of one year there from and shall automatically renew from year to year unless terminated by either party in accordance with Section 9 of this Agreement.

3. **Obligations of the Parties.**

A. Grandview agrees to supplement Sunnyside resources through simultaneous dispatch of a structure engine to reported structure fires in the City of Sunnyside.

B. Sunnyside agrees to supplement Grandview resources through simultaneous dispatch of a structure engine to reported structure fires in the City of Grandview.

C. The first arriving company or duty officer shall initiate and establish command and have it assumed upon arrival of an officer from the agency having jurisdiction.

D. Each party, subject to the terms, conditions and limitations herein, shall be solely responsible for control of its personnel, standards of performance, discipline, and all other aspects of performance by its employees while performing services under this Agreement.

E. In the event of simultaneous calls for service whereby facilities and/or resources of either party are taxed beyond its ability to perform all needed services, the officers and agents of the party shall have discretion as to the priority handling of such calls and notify dispatch when resources will be delayed, diverted, alternatively replaced by another type of apparatus, or otherwise unable to provide assistance.

F. The auto aid provided herein shall be without reimbursement unless expressly agreed to by the jurisdiction requesting and the jurisdiction providing such aid.

4. **Administration.** This Agreement shall be administered jointly by the chief officers of the respective jurisdictions. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under RCW 39.34, the Interlocal Cooperation Act.

5. **Indemnification and Hold Harmless.**

A. Sunnyside agrees to protect, defend, indemnify, and hold harmless Grandview, its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorney fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of Sunnyside, its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of Sunnyside under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding brought against Grandview.

B. Grandview agrees to protect, defend, indemnify, and hold harmless Sunnyside, its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorney fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of Grandview, its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of Grandview under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding brought against Sunnyside.

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

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

E. The provisions of this Section shall survive the termination or expiration of this Agreement.

**6. No Effect on Other Unrelated Agreement; Integration and Supersession.**

This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties. To the extent that this Agreement directly contradicts any currently existing prior contract language between the parties, this Agreement shall supersede such directly contradictory contract language. The remainder of all currently existing agreements between the parties remain in full force and effect.

**7. Severability.**

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**8. Non-Waiver.** The waiver by Grandview or Sunnyside 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.

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

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

TO GRANDVIEW: Pat Mason, Fire Chief  
Grandview Fire Department  
207 W. 2<sup>nd</sup> Street  
Grandview, WA 98930

TO SUNNYSIDE: Ken Anderson, Fire Chief  
Sunnyside Fire Department  
818 E. Edison Avenue  
Sunnyside, WA 98944

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

11. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this agreement and shall be binding on the parties to this Agreement.

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

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

14. **Non-Exclusive Agreement.** The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations or public agencies.

15. **Compliance with Law.** All parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

16. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

17. **No Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the parties hereto. This Agreement shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement.

18. **Status of Employees.** No agent, employee, or other representative of either party shall be deemed an agent, employee, or other representative of the other party for any reason.

EXECUTED this \_\_\_ day of \_\_\_\_\_, 2020, for SUNNYSIDE FIRE DEPARTMENT.

***CITY OF SUNNYSIDE***

By: \_\_\_\_\_  
Martin Casey, City Manager

ATTESTED:

By: \_\_\_\_\_  
Jacqueline Renteria, City Clerk

EXECUTED this \_\_\_ day of \_\_\_\_\_, 2020, for the CITY OF GRANDVIEW.

***CITY OF GRANDVIEW***

By: \_\_\_\_\_  
Gloria Mendoza, Mayor

ATTESTED:

\_\_\_\_\_  
Anita Palacios, City Clerk

Resolution No. \_\_\_\_\_

**RESOLUTION NO. 2020-\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF GRANDVIEW AND THE WEST BENTON REGIONAL FIRE  
AUTHORITY FOR FIRE AUTO AID**

**WHEREAS**, the City of Grandview and the West Benton Regional Fire Authority have agreed upon the terms set forth in an Interlocal Agreement for Fire Auto Aid, and,

**WHEREAS**, the City Council of the City of Grandview has determined that approving said Interlocal Agreement with the West Benton Regional Fire Authority for Fire Auto Aid 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 Interlocal Agreement with the West Benton Regional Fire Authority for Fire Auto Aid in the form attached hereto and incorporated herein by this reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2020.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GRANDVIEW AND  
WEST BENTON REGIONAL FIRE AUTHORITY**

**THIS INTERLOCAL AGREEMENT**, hereinafter "Agreement," is made and entered by and between the City of Grandview, a Washington municipal corporation, (hereinafter "City"), and WEST BENTON REGIONAL FIRE AUTHORITY, a Washington municipal corporation, (hereinafter "District".) This Agreement is entered into under the authority of RCW 35A.11.010 and is in conformity with RCW Chapter 39.34, the Interlocal Cooperation Act.

**WHEREAS**, City and District have an ongoing cooperative relationship dedicated to protecting, serving and enhancing public safety of the citizens of both jurisdictions; and

**WHEREAS**, City and District seek to further this ongoing cooperative relationship by entering into a mutual aid agreement relating to the provision of aid in the event of structure fires in either jurisdiction; and

**WHEREAS**, this interlocal agreement has been authorized by the city council of Grandview and the commissioners of WEST BENTON REGIONAL FIRE AUTHORITY at duly convened public meetings;

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

1. **Purpose.** The purpose of this Agreement is to improve fire protection, fire prevention, emergency medical service response, hazardous materials control, and/or any other emergency support within the respective jurisdictions by facilitating auto aid.

Neither party shall incur any financial obligation to the other as a result of this agreement.

2. **Term.** This Agreement shall be effective on June 01, 2020 and shall continue for a period of one year there from and shall automatically renew from year to year unless terminated by either party in accordance with Section 9 of this Agreement.

3. **Obligations of the Parties.**

A. The District agrees to supplement the City resources through simultaneous dispatch of a structure engine to reported structure fires in the City.

B. The City agrees to supplement the District resources through simultaneous dispatch of a structure engine to reported structure fires in the City of Prosser.

C. The first arriving resource shall initiate incident command. Incident command shall be transferred upon the arrival of an officer from the agency having jurisdiction.

D. In the event of simultaneous calls for service whereby facilities and/or resources of either party are taxed beyond its ability to perform all needed services, the officers and agents of the parties shall have discretion as to the priority handling of such calls.

E. The auto aid provided herein shall be without reimbursement unless expressly agreed to by the jurisdiction requesting and the jurisdiction providing such aid.

4. **Administration.** This Agreement shall be administered jointly by the chief officers of the parties. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under RCW 39.34, the Interlocal Cooperation Act.

5. **Indemnification and Hold Harmless.**

A. The District agrees to protect, defend, indemnify, and hold harmless the City, its officers, elected officials, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorney fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of the District, its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of the District under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding brought against the City.

B. The City agrees to protect, defend, indemnify, and hold harmless the District, its officers, elected officials, commissioners, agents, and employees from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorney fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of the City, its directors, officials, officers, employees, agents, and/or volunteers arising out of or in connection with the activities of the City under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding brought against the District.

C. In the event that the officials, officers, agents, and/or employees of both the District 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 reasonable attorney fees).

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

E. The provisions of this Section shall survive the termination or expiration of this Agreement.

6. **No Effect on Other Unrelated Agreement; Integration and Supersession.**

This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof. No amendment or modification of this Agreement shall be

effective unless reduced to writing and executed by the parties. To the extent that this Agreement directly contradicts any currently existing prior contract language between the parties, this Agreement shall supersede such directly contradictory contract language. The remainder of all currently existing agreements between the parties remain in full force and effect.

**7. Severability.**

A. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

**8. Non-Waiver.** The waiver by the District 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.

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

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

TO CITY: Pat Mason, Fire Chief  
Grandview Fire Department  
207 W. 2<sup>nd</sup> Street  
Grandview, WA 98930

TO DISTRICT: Seth Johnson, Fire Chief  
West Benton Regional Fire Authority  
1200 Grant Ave  
Prosser, WA 99350

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

**11. Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this agreement and shall be binding on the parties to this Agreement.

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

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

14. **Non-Exclusive Agreement.** The parties to this Agreement shall not be precluded from entering into similar agreements with other municipal corporations or public agencies.

15. **Compliance with Law.** All parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.

16. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

17. **No Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the parties hereto. This Agreement shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement.

18. **Status of Employees.** No agent, employee, or other representative of either party shall be deemed an agent, employee, or other representative of the other party for any reason.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020, for WEST BENTON REGIONAL FIRE AUTHORITY

***WEST BENTON REGIONAL FIRE AUTHORITY***

By: \_\_\_\_\_ By: \_\_\_\_\_  
Richard Clizbe, Commissioner Dewey Holliday, Commissioner

By: \_\_\_\_\_ By: \_\_\_\_\_  
Randy Fox, Commissioner David Moon, Commissioner

By: \_\_\_\_\_  
Shane Williams, Commissioner

ATTESTED:

By: \_\_\_\_\_  
Jessica Trevino, Board Secretary

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020, for the CITY OF GRANDVIEW.

***CITY OF GRANDVIEW***

By: \_\_\_\_\_  
Gloria Mendoza, Mayor

ATTESTED:

\_\_\_\_\_  
Anita Palacios, City Clerk

Resolution No. \_\_\_\_\_