

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JUNE 9, 2020**



On May 31, 2020, Governor Inslee issued proclamation 20-28.4. The proclamation continues the prohibition on "in-person" meetings. However, the proclamation does not limit permissible "action" to "necessary and routine matters" and "matters necessary to respond to the COVID-19 outbreak and current health emergency." As a result, Council may conduct business on all matters coming before it; but should not do so at a meeting conducted in-person. This meeting will be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

	<u>PAGE</u>
REGULAR MEETING – 7:00 PM	
1. CALL TO ORDER & ROLL CALL	
2. PLEDGE OF ALLEGIANCE	
3. PRESENTATIONS	
A. 2020 Proclamation – Grandview High School Class of 2020	1
4. PUBLIC COMMENT – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.	
5. CONSENT AGENDA – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.	
A. Minutes of the May 26, 2020 Special Committee-of-the-Whole meeting	2-4
B. Minutes of the May 26, 2020 Council meeting	5-7
C. Payroll Check Nos. 11672-11698 in the amount of \$25,674.46	
D. Payroll Electronic Fund Transfers (EFT) Nos. 60342-60347 in the amount of \$92,679.43	
E. Payroll Direct Deposit 5/16/20-5/31/20 in the amount of \$113,120.61	
F. Claim Check Nos. 120015-120084 in the amount of \$99,160.78	
6. ACTIVE AGENDA – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).	
A. Resolution No. 2020-23 approving the Yakima County Fire Protection District and Cities Mutual Aid Agreement	8-15
B. Resolution No. 2020-24 authorizing the Mayor to sign an Interlocal Agreement between the City of Grandview and the City of Mabton for Fire Auto Aid	16-21
C. Resolution No. 2020-25 authorizing the Mayor to sign an Interlocal Agreement between the City of Grandview and the City of Sunnyside for Fire Auto Aid	22-27
D. Resolution No. 2020-26 authorizing the Mayor to sign an Interlocal Agreement between the City of Grandview and the West Benton Regional Fire Authority for Fire Auto Aid	28-33
7. UNFINISHED AND NEW BUSINESS	
8. CITY ADMINISTRATOR AND/OR STAFF REPORTS	
9. MAYOR & COUNCILMEMBER REPORTS	
10. ADJOURNMENT	

On May 31, 2020, Governor Inslee issued proclamation 20-28.4. The proclamation continues the prohibition on "in-person" meetings. However, the proclamation does not limit permissible "action" to "necessary and routine matters" and "matters necessary to respond to the COVID-19 outbreak and current health emergency." As a result, Council may conduct business on all matters coming before it; but should not do so at a meeting conducted in-person.

The City of Grandview Committee-of-the-Whole Meeting & Regular Council Meeting scheduled for Tuesday, June 9, 2020 at 6:00 pm and 7:00 pm will only be available via teleconference.

Instructions to participate by telephone are as follows:

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/458736061>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Access Code: 458-736-061#

Audio Pin: #1

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/458736061>

If you experience a problem dialing into the meeting, a City employee will be available to assist you by calling (509) 882-9200.



**2020 PROCLAMATION
GRANDVIEW HIGH SCHOOL
CLASS OF 2020**

WHEREAS, on April 6, 2020, Washington State Governor Jay Inslee closed all public K-12 schools in the State of Washington for the remainder of the 2019-2020 school year due to the COVID-19 Pandemic; and,

WHEREAS, the events of the past several weeks have transpired in ways our community never expected or predicted, however, the Grandview High School Class of 2020 has experienced firsthand how to persevere in the face of challenges; and,

WHEREAS, graduation is a rite of passage the Class of 2020 has earned and we honor the graduates for reaching this important milestone, to the greatest extent possible during this challenging and uncertain time; and,

WHEREAS, the graduate's patience and dedication as they have worked through the COVID-19 Pandemic has brought hope that their successes will increase and their challenges will lessen as they enter the next phase of their lives; and,

WHEREAS, it is with great admiration to congratulate the Grandview High School Class of 2020 and recognize the positive accomplishments and significant achievements of our high school graduates;

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Grandview, Washington, proclaim the week of June 8 through June 13, 2020 as:

GRANDVIEW HIGH SCHOOL CLASS OF 2020 GRADUATES WEEK

in the City of Grandview and urge all citizens in this community to congratulate and support the Grandview High School Class of 2020.

GO HOUNDS!

Dated this 9th day of June, 2020

Mayor Gloria Mendoza

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

1. CALL TO ORDER

Mayor Gloria Mendoza called the Committee-of-the-Whole meeting to order at 6:00 p.m., in the Council Chambers at City Hall. The Council Chambers was open to the public. To ensure compliance with the President's Coronavirus Guidelines for America, the Centers for Disease Control and Prevention Guidelines, and the Governor's Proclamation #20-07 for social distancing, the Council, staff and public were encouraged to participate remotely by telephone.

2. ROLL CALL

Present in person: Mayor Mendoza and Councilmembers David Diaz, Bill Moore, Javier Rodriguez and Joan Souders

Present by telephone: Councilmembers Gay Brewer, Mike Everett and Diana Jennings

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

3. PUBLIC COMMENT – None

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.

City Administrator Arteaga explained that 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.

Discussion took place.

On motion by Councilmember Jennings, second by Councilmember Souders, the C.O.W. moved 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 the May 26, 2020 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Moore – Yes
- Councilmember Souders – Yes
- Councilmember Rodriguez – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes

- Councilmember Brewer – Yes

B. Resolution approving the Yakima County Fire Protection District and Cities Mutual Aid Agreement

Fire Chief Mason explained that in July 2010, an agreement was approved which allowed all 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 decided to review and update the Yakima County Fire Protection District and Cities Mutual Aid Agreement. The agreement was updated as follows: 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 would remain the same to allow all Fire Department agencies within Yakima County to request personnel and equipment from other agencies.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a Resolution approving the Yakima County Fire Protection District and Cities Mutual Aid Agreement to the June 9, 2020 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Moore – Yes
- Councilmember Souders – Yes
- Councilmember Rodriguez – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes
- Councilmember Brewer – Yes

C. Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Grandview and the City of Mabton for Fire Auto Aid; Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Grandview and the City of Sunnyside for Fire Auto Aid; and 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

Fire Chief Mason explained that the City 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. The current process for emergency response to a structure fire was the City's Fire Department would be dispatched and responds. Once the City's firefighters were on scene, and if there was 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 was 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 was 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

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Grandview and the City of Mabton for Fire Auto Aid; a resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Grandview and the City of Sunnyside for Fire Auto Aid; and 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 the June 9, 2020 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Moore – Yes
- Councilmember Souders – Yes
- Councilmember Rodriguez – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes
- Councilmember Brewer – Yes

6. OTHER BUSINESS

Palacios Parkway Pedestrian Bridge – Councilmember Brewer requested that the pedestrian bridge at Palacios Parkway be added to a future C.O.W. meeting agenda for discussion.

7. ADJOURNMENT

The C.O.W. meeting adjourned at 6:40 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
MAY 26, 2020**

1. CALL TO ORDER

Mayor Gloria Mendoza called the regular meeting to order at 7:00 p.m. in the Council Chambers at City Hall. The Council Chambers was open to the public. To ensure compliance with the President's Coronavirus Guidelines for America, the Centers for Disease Control and Prevention Guidelines, and the Governor's Proclamation for social distancing, the Council, staff and public were encouraged to participate remotely by telephone.

Present in person: Mayor Mendoza and Councilmembers David Diaz, Bill Moore, Javier Rodriguez and Joan Souders

Present by telephone: Councilmembers Gay Brewer, Mike Everett, Diana Jennings and City Attorney Quinn Plant

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

2. PLEDGE OF ALLEGIANCE

Councilmember Moore led the pledge of allegiance.

3. PRESENTATIONS – None

4. PUBLIC COMMENT

Gaudencio Felipe, Program Director and Luis Murillo, Vice President Sales Manager with Diamante Media informed the Council of the following public relation campaigns the radio station would be conducting in cooperation with Mayor Mendoza and local businesses:

- June 2nd – Distribution of face masks at local grocery stores
- June 6th – Food distribution to local residents in need

5. CONSENT AGENDA

On motion by Councilmember Moore, second by Councilmember Diaz, Council approved the Consent Agenda consisting of the following:

- A. Minutes of the May 12, 2020 Special Committee-of-the-Whole meeting**
- B. Minutes of the May 12, 2020 Council meeting**
- C. Payroll Check Nos. 11656-11671 in the amount of \$93,863.51**
- D. Payroll Electronic Fund Transfers (EFT) Nos. 60333-60337 in the amount of \$84,644.52**
- E. Payroll Direct Deposit 5/1/20-5/15/20 in the amount of \$106,579.09**
- F. Claim Check Nos. 119929-120014 in the amount of \$321,846.34**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Moore – Yes
- Councilmember Souders – Yes
- Councilmember Rodriguez – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes
- Councilmember Brewer – Yes

6. **ACTIVE AGENDA**

A. **Ordinance No. 2020-5 amending the 2020 Annual Budget**

This item was previously discussed at the May 12, 2020 C.O.W. meeting and was deemed necessary and routine.

On motion by Councilmember Rodriguez, second by Councilmember Moore, Council approved Ordinance No. 2020-5 amending the 2020 Annual Budget.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Moore – Yes
- Councilmember Souders – Yes
- Councilmember Rodriguez – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes
- Councilmember Brewer – No

B. **Resolution No. 2020-22 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.**

This item was previously discussed at the May 26, 2020 C.O.W. meeting and was deemed necessary and routine.

On motion by Councilmember Everett, second by Councilmember Souders, Council approved Resolution No. 2020-22 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.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Moore – Yes
- Councilmember Souders – Yes
- Councilmember Rodriguez – Yes
- Councilmember Everett – Yes
- Councilmember Jennings – Yes
- Councilmember Brewer – Yes

7. **UNFINISHED AND NEW BUSINESS** – None
8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS** – None
9. **MAYOR & COUNCILMEMBER REPORTS**

GHS Graduation – Mayor Mendoza thanked City Administrator Arteaga and Police Chief Kal Fuller for working with the Grandview School District on graduation plans for the Grandview High School seniors.

10. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the regular meeting at 7:25 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

RESOLUTION NO. 2020-23

**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 June 9, 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.

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

- 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	

RESOLUTION NO. 2020-24

**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 June 9, 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. 2nd 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.

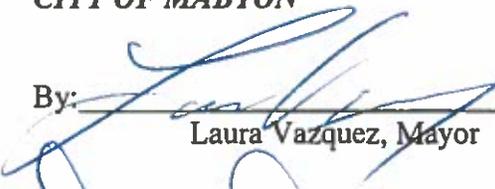
16. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing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

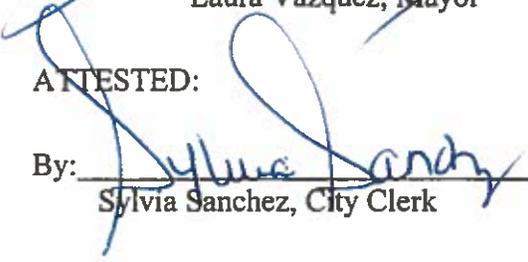
EXECUTED this 12th day of May 2020 for MABTON FIRE DEPARTMENT.

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. 2020-25

**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 June 9, 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 11 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. 2nd 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.

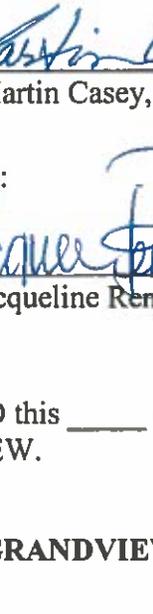
17. **No Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the parties hereto. This Agreement shall confer no benefits, direct or indirect, on any third persons, including employees of the parties. No person or entity other than the parties themselves may rely upon 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 28 day of May, 2020, for SUNNYSIDE FIRE DEPARTMENT.

CITY OF SUNNYSIDE

By: 
Martin Casey, City Manager

ATTESTED:
By: 
Jacqueline Renteria, City Clerk

CITY CONTRACT NO: A-2020-34
RESOLUTION NO: X
COUNCIL MTG: 05-26-2020

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. 2020-26

**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 June 9, 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. 2nd 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. _____