

**RESOLUTION 2025 - 76**

**A RESOLUTION OF THE CITY COUNCIL OF SUNNYSIDE,  
WASHINGTON, APPROVING AN INTERLOCAL AGREEMENT  
WITH THE CITY OF GRANDVIEW REGARDING THE LOWER  
VALLEY PATHWAY PROJECT**

**WHEREAS**, the Revised Code of Washington, Chapter 39.34 authorizes local governments to enter into interlocal agreements to make the most efficient use of their powers through mutual cooperation; and

**WHEREAS**, the Cities of Sunnyside and Grandview desire to partner on the Lower Valley Pathway Project to improve pathway connectivity between Sunnyside and Grandview; and

**WHEREAS**, Yakima County awarded \$600,000 in American Rescue Plan Act (ARPA) funding to the City of Grandview to support the project, but additional funds were required; and

**WHEREAS**, the anticipated cost share for the City of Sunnyside has been set at \$32,185.84, reduced from an earlier estimate of up to \$100,000; and

**WHEREAS**, the Interlocal Agreement was not previously presented to or executed by the Sunnyside City Council in 2024 and it is now necessary for the City Council to approve the agreement after the fact to ensure proper authorization and compliance;

**NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF SUNNYSIDE, WASHINGTON:**

**SECTION 1.** The City Council authorizes the Interim City Manager to execute an Interlocal Agreement with the City of Grandview for the Lower Valley Pathway Project, attached hereto as Exhibit A.

**SECTION 2.** The City Clerk is authorized to make the correction of

scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto.

**SECTION 3.** This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

**PASSED** this 22nd day of September, 2025.

  
\_\_\_\_\_  
DEAN BROERSMA, MAYOR

**ATTEST:**

  
\_\_\_\_\_  
JACQUELINE RENTERIA, CITY CLERK

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
BY: JULIE K. NORTON, CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
SUNNYSIDE AND THE CITY OF GRANDVIEW RE  
LOWER VALLEY PATHWAY PROJECT**

This agreement is made and entered into this 22nd day of September, 2025, by and between the **CITY OF SUNNYSIDE**, a municipal corporation, hereinafter referred to as "Sunnyside", and the **CITY OF GRANDVIEW**, a municipal corporation, hereinafter referred to as "Grandview";

**WHEREAS**, the Revised Code of Washington Chapter 39.34 allows local governments to enter into Interlocal Agreements to make the most efficient use of their powers through mutual cooperation; and

**WHEREAS**, Grandview has been awarded \$600,000 in American Rescue Plan Act ("ARPA") funding from Yakima County for improvements to the Lower Yakima Valley Pathway from the Grandview park-and-ride facility to the Sunnyside park-and-ride facility (the "Project"); and

**WHEREAS**, the \$600,000 ARPA award is not adequate to complete the Project, which benefits residents of both Grandview and Sunnyside; and

**WHEREAS**, Grandview and Sunnyside have each agreed to contribute an additional \$32,185.84 in funds towards completion of the Project; and

**WHEREAS**, Grandview has entered into Agreement No. 38223 with Yakima County which secures funding for much of the Project; and

**WHEREAS**, Grandview and Sunnyside both seek assurances regarding the expenditure of additional public funds on, and the completion of, the Project; and

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

1. **Use of ARPA Funds.** Consistent with Agreement No. 38223, Grandview shall use the \$600,000 in ARPA funds from Yakima County for completion of the Project.
2. **Contract Management.** Grandview shall manage and complete the Project. Engineering work shall be performed by Grandview's contract engineer, HLA Engineering and Land Surveying, Inc. ("HLA"), under the direction of Grandview. Grandview shall select and enter into a contract with a suitable contractor to complete the Project in accordance with applicable bid laws of the State of Washington. Grandview and HLA shall consult with Sunnyside as appropriate during the design and construction phases of the Project.
3. **Allocation of funds.**
  - a. The parties shall each be responsible for 50 percent of Project costs, up to a total of \$32,185.84 per entity. Project costs in excess of \$200,000 shall be paid for using

## EXHIBIT A

ARPA funds awarded to Grandview pursuant Agreement No. 38223 with Yakima County

b. During the design phase of the Project, Grandview shall, upon receipt, promptly forward copies of HLA invoices to Sunnyside. Sunnyside shall remit to Grandview funds in the amount of 50 percent of the invoice within 21 days of receipt.

c. During the construction phase of the Project, Grandview shall, upon receipt, promptly forward copies of contractor invoices to Sunnyside. Sunnyside shall remit to Grandview funds in the amount of 50 percent of the invoice within 21 days of receipt.

d. After each party has contributed \$32,185.84 towards the Project, Grandview shall be responsible for submitting requests for reimbursement from ARPA funds to Yakima County, to be used for Project completion.

4. **Term of Agreement.** The term of this agreement shall commence on September 22, 2025 and shall continue until Project completion.

5. **Status of Sunnyside.** Sunnyside and Grandview understand and expressly agree that Sunnyside is an independent contractor in the performance of each and every part of this Agreement. Sunnyside and its employees shall make no claim of Grandview employment nor shall claim against Grandview any related employment benefits, social security, and/or retirement. Sunnyside may subcontract out services as necessary to perform the service listed in this contract with other approved animal control organizations such as, but not limited to, the Humane Society.

6. **Responsibility for Payment.** Grandview shall be solely responsible for compensating engineers and contractors for Project work. Sunnyside acknowledges that Grandview will undertake the Project, to include requesting the completion of engineering and Project work, on reliance of Sunnyside's assurances in this agreement.

7. **Nondiscrimination Provision.** During the performance of this Agreement, Grandview shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state, or local law.

8. **Compliance with Law.** Grandview agrees to implement the Project in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local or otherwise.

9. **Indemnification and Hold Harmless.** Grandview agrees to protect, defend, indemnify, exonerate, and hold harmless Sunnyside, its elected and appointed officials, agents, officers, and employees (hereafter "parties protected") from (1) any and all claims, demands, liens, lawsuits, administrative and other proceedings, and (2) any and all judgments, awards, losses, liabilities, damages (including punitive or exemplary damages), penalties, fines, costs and expenses (including legal fees, costs, and disbursements) for, and arising out of, or related

## EXHIBIT A

to any actual or alleged death, injury, damage or destruction to any person of any property (including but not limited to any actual or alleged violations of civil rights) to the extent solely or concurrently caused by, arising out of, or related to any actual or alleged act, action, default, or omission (whether intentional, willful, reckless, negligent, inadvertent, or otherwise) resulting from, arising out of, or related to implementation of the Project.

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

11. **Modification of Agreement.** This Agreement may be modified at any time by the parties, provided said modification is approved by the legislative authority of Grandview and Sunnyside.

12. **Integration.** This written document constitutes the entire agreement between Grandview and Sunnyside. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties. This Agreement supersedes any and all previous agreements between the parties.

13. **Notices.** Unless stated otherwise here, all notices, demands and requests for payment/reimbursement shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

To Sunnyside: Jim Bridges  
Interim City Manager  
818 E. Edison Ave.  
Sunnyside, WA

To Grandview: Shane Fisher  
City Administrator  
207 West Second Street,  
Grandview, WA 98930

Or to other such addresses as the parties may hereafter designate in writing. Notice 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.

14. **Survival.** Any provision of this Agreement which 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.

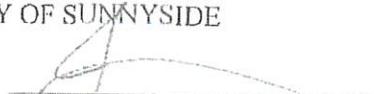
15. **Disputes.** In the event of a dispute in the interpretation of this agreement, Grandview and Sunnyside agree to first meet in a good faith attempt to resolve the dispute, if such dispute is not resolved thereby the cities agree to submit the dispute to binding arbitration pursuant to RCW Ch. 7.04A.

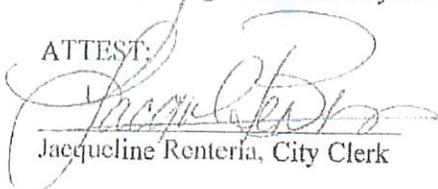
**EXHIBIT A**

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

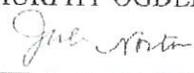
EXECUTED THIS 22nd day of September, 2025.

CITY OF SUNNYSIDE

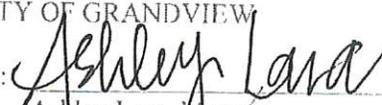
By:   
Jim Bridges, Interim City Manager

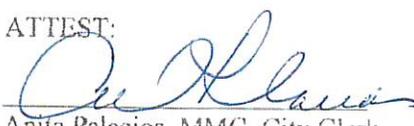
ATTEST:   
Jacqueline Renteria, City Clerk

APPROVED AS TO FORM:  
MURPHY OGDEN WALLACE:

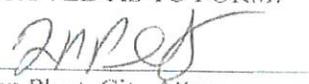
  
BY: Julie K. Norton  
Attorneys for the City of Sunnyside

CITY OF GRANDVIEW

By:   
Ashley Lara, Mayor

ATTEST:   
Anita Palacios, MMC, City Clerk

APPROVED AS TO FORM:

  
Quinn Plant, City Attorney

CITY CONTRACT NO: A 2025-92  
RESOLUTION NO: 2025-75  
COUNCIL MTG: 09/22/2025