GRANDVIEW CITY COUNCIL COMMITTEE-OF-THE-WHOLE MEETING AGENDA TUESDAY, FEBRUARY 14, 2017



COMMITTEE-OF-THE	-WHOLE	MEETING -	6:00	PN
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PAGE

I. CALL IV UNDER		CALL	TO	ORD	ER
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- 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

Α.	Beautification Commission Appointments	1
B.	Resolution authorizing the Mayor to sign a Recreational Use Permit by and between	2-7
	the City of Grandview and the Lower Valley Cal Ripken League	
C.	Resolution authorizing the Mayor to sign an Interlocal Agreement for Cooperative	8-11
	Purchasing with Yakima County Fire District #12	
D.	Ordinance establishing a fund for the Transportation Benefit District (TBD) separate	12-13
	from the Street Fund	
E.	Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict	14-26
	indigent defense counsel with Jacob A. Lara	
F.	Resolution accepting the Olmstead Road Water Main Extension	27-34
G.	Proposed Renaming of Stokely Square (Councilmember Brewer)	

5. OTHER BUSINESS

6. ADJOURNMENT

ITEM TITLE	AGENDA NO.: New Business 4 (A)
Beautification Commission Appointments	AGENDA DATE: February 14, 2017
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer)
Parks & Recreation Department	(If applicable)
DEPARTMENT DIRECTOR REVIEW	

Mike Carpenter, Parks & Recreation Director

enter Cost

CITY ADMINISTRATOR

MAYOR

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

Andrea Hendrickson, Lois Chilton and Sue Johnson submitted their resignations from the Beautification Commission.

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 following appointments are being presented by the Mayor to Council for confirmation:

<u> </u>	<u>osition</u>	<u>lerm</u>	
В	eautification Commission		
	Hopie Villanueva-Guillen	12/31/2022	
	Erika McGuiness	12/31/2022	
	Trish Drollinger	12/31/2022	

ACTION PROPOSED

Move the confirmation of the Beautification Commission appointments as recommended by the Mayor to a regular Council meeting for consideration.

Resolution authorizing the Mayor to sign a
Recreational Use Permit by and between the City of
Grandview and the Lower Valley Cal Ripken League

DEPARTMENT
Parks & Recreation Department

DEPARTMENT DIRECTOR REVIEW
Mike Carpenter, Parks & Recreation Director

CITY ADMINISTRATOR

MAYOR

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

Washington Cities Insurance Authority strongly recommends that the City enter into Recreational Use Permits between those athletic organizations that are utilizing City owned recreational facilities to conduct their respective programs.

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.

Attached is the Recreational Use Permit between the City and the Lower Valley Cal Ripken League for the 2017 season. The City Attorney has had the opportunity to review and comment on the document. Baseball League Coordinator Clint Adamson of the Lower Valley Cal Ripken League has reviewed and signed the agreement.

ACTION PROPOSED

Move resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League to a regular Council meeting for consideration.

RESOLUTION NO. 2017-____

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A RECREATIONAL USE PERMIT BY AND BETWEEN THE CITY OF GRANDVIEW AND THE LOWER VALLEY CAL RIPKEN LEAGUE

WHEREAS, the City of Grandview and the Lower Valley Cal Ripken League desire to enter into a Recreational Use Permit regarding the use of the Ralph Scott Memorial Ball Fields located at the Country Park Events Center;

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

The Mayor is hereby authorized to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League in the form as is attached hereto and incorporated herein by reference.

	NCIL and APPROVED by the MAYOR at its regular 2017.
	MAYOR
	ATTEST:
	CITY CLERK
APPROVED AS TO FORM:	
CITY ATTORNEY	

RECREATIONAL USE PERMIT

By and Between City of Grandview and Lower Valley Cal Ripken League

This Agreement entered into this _____ day of February, 2017 by and between the City of Grandview, and Lower Valley Cal Ripken League for the uses and purposes stated herein and below.

1. Recitals

- A. The City of Grandview, hereafter called the "City" is a municipal corporation of the State of Washington, with City Hall located at 207 W. 2nd Street, Grandview, WA 98930.
- B. Lower Valley Cal Ripken League, hereafter called "Baseball League" is a non-profit organization with organized and stated purposes of organizing baseball competition between teams of the organization.
- C. City owns Ralph Scott Memorial Ball Fields at the Country Park Events Center. Such facilities include baseball fields suitable for competition, hereafter called the "Baseball Facility".
- D. City and Baseball League desire to enter into a Recreational Use Permit regarding the use of Baseball Facility.

2. Agreement

Wherefore, in consideration of mutual covenants, conditions and promises herein, the parties agree as follows:

1. Responsibilities of Baseball League:

- A. Baseball League seeks to gain access for the use of Baseball Facility to conduct a program of baseball, in accordance with its own rules and regulations.
- B. Baseball League shall pay the City a Recreational Use Permit fee of \$25 for each use of the ball field lights. An accurate account of each use of the ball field lights will be recorded by the league and submitted to the City at the end of the season for appropriate billing. The Recreational Use Permit authorizes Baseball League to use the Baseball Facility as mutually scheduled between March 1 and July 25, 2016. Baseball League acknowledges that City sponsored programs and community events have scheduling priority over Baseball League's use of the Baseball Facility under this Agreement, and that Baseball League may not use the Baseball Facility if such use conflicts with a City sponsored program or community event. Baseball League shall not use the Baseball Facility additionally without first obtaining further written permission from the City and the payment of additional fees as established by the City.
- C. At no time shall Baseball League participants, coaches, officials, spectators, vendors or any other people drive or park any vehicles on the Baseball Facility. No vehicles



shall be allowed on the field or the grass at the Country Park Events Center (except maintenance vehicles). All vehicles must be parked in spaces designated for parking. Only individuals with a current Washington State Disabled Parking Permit will be allowed to park in designated disabled parking areas. All other vehicles associated with the Baseball League will park in the main parking lot at the Country Park Events Center.

- D. Baseball League shall be solely and completely responsible for maintaining the dirt infields, facility fencing, dugout shelters, benches, storage units/areas and on site equipment in a clean, neat and safe condition. The City will be responsible for mowing and trimming of grass, restroom maintenance and garbage dumpsters. Baseball League shall provide routine litter clean-up and shall properly dispose of all trash on or surrounding the Baseball Facility, including parking areas, during the period of time that Baseball League shall be using the Baseball Facility. Baseball League shall be responsible for any damage that occurs to the Baseball Facility as a result or incidental to, Baseball League's use of the Baseball Facility under this Agreement. It is the responsibility of the Baseball league to keep all participants and spectators out of the livestock building and amphitheater areas. Baseball League will be allowed to engage in off-season field and structure maintenance of the baseball facility as scheduled through the parks and recreation department.
- E. Should Baseball League desire to make improvements and/or install equipment for use on the Baseball Facility, Baseball League shall seek prior written approval of the City before any equipment may be installed. Baseball League shall be solely responsible to ensure that said equipment meets the requirements of the U.S. Consumer Products Commission or other state or federal agency charged with the establishment of safety standards for such equipment. Upon installation of said equipment, such equipment shall remain the sole property of the City unless otherwise specifically agreed upon in writing by both parties.
- F. Baseball League is aware of and will abide by all elements of the Grandview Municipal Code of Chapter 12.20 (Park Code).
- G. Baseball League shall obtain and maintain throughout the term of this Agreement, or as long as Baseball League remains in possession of the Baseball Facility, a broad form of comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use or occupancy of the Baseball Facility, with liability limits of not less than \$1,000,000, per occurrence. The City shall be named as additional insured on all such policies, which policies shall in addition provide that they shall not be cancelled or modified for any reason without fifteen (15) days prior written notice to the City. Baseball League shall provide City with a certificate or certificates of such insurance within ten (10) days of execution of this Agreement.
- H. Baseball League shall indemnify and hold harmless the City and/or its elected officials, employees, volunteers, insurers, successors and assigns from and against any and all claims, demands, causes of action, damages, suits or judgments, including but not limited to, any claims of insurance carriers, the Department of Labor & Industries, the

Department of Social and Health Services, and any federal agency, healthcare provider or governmental taxation agency (including costs and expenses incurred in connection therewith), for deaths or injuries to persons or for loss or damage of property arising out of or in connection with the use and occupancy of Baseball Facility by Baseball League, its agents, participants, servants, employees, volunteers, invitees, and spectators. In the event of any claims made or suits filed, the City shall give Baseball League prompt written notice thereof and Baseball League shall have the right to defend or settle the same to the extent of its interest hereunder. The provision applies in all events, regardless of whether or not the insurance provisions above are required or expected.

- I. Baseball League has inspected the Baseball Facility and the Country Park Events Center and any equipment located upon such facility, and finds such to be adequate for Baseball Leagues use. Baseball League and those individuals using such facilities and equipment through Baseball League and this Agreement do so at their own risk.
- J. Under a separate Concession Agreement, the Baseball League shall be entitled to operate a concession stand upon site approved by the City. Baseball League shall comply with all applicable health code requirements, including but not limited to food preparation, storage, sanitation and waste removal. Baseball League shall be solely responsible for compliance with all applicable laws and regulations pertaining to sales tax and tax reporting.
- K. Baseball League agrees to strictly comply with and strictly enforce Washington State's Zackery Lystedt Law (RCW 28A.600.190). Any youth athlete suspected of sustaining a concussion must be removed from play at the Baseball Facility and may not return until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and receives written clearance to return to play from that health care provider.
- L. Baseball League agrees to comply with RCW 49.60.500, made applicable to community athletic programs by RCW 35A.21.350, and prohibit discrimination on the basis of gender with respect to all activities undertaken in connection with this Agreement.
- M. Independent Contractors. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture or any other relationship than independent contractors. Baseball League shall be and remain in sole charge, supervision and control of all Baseball League activities, games, training and programs. City shall remain in sole charge, supervision and control of all its parks and recreation programs of the City of Grandview.
- N. In 2017, the Baseball League, in addition to its regular leagues, will administer the Tee Ball League that was previously administered by the City of Grandview. The City will loan the Baseball League equipment to conduct the Tee Ball League. This format shall be evaluated by both parties and the City reserves the right to resume administration of the Tee Ball League as early as 2018. All loaned equipment shall be returned at this time.



- O. Term of Agreement. The term of this Agreement shall be for the term of the season set forth in Section B above. Notwithstanding termination of this Agreement through expiration of the term, the provisions relating to insurance and indemnification in Section H arising out of occurrences within the coverage of such insurance and/or use of Baseball League's equipment at any time, shall survive termination of this Agreement.
- P. Termination. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other. In the event Baseball League fails to abide by the terms and conditions of this Agreement or in the event of an Emergency, the City may terminate this Agreement upon such terms and at such time as the City deems necessary and appropriate, provided notice of termination for cause shall be provided to Baseball League. For purposes of this section, the term "Emergency" means any changes of the Comprehensive Plan or Parks & Recreation Plan mandated by governmental authorities and agencies with jurisdiction. Notwithstanding an early termination of this Agreement, the provisions relating to insurance and indemnification in Sections G and N arising out of occurrences within the coverage of such insurance and/or use of Baseball League's equipment at any time, shall survive termination of this Agreement.
- Q. Entire Agreement. This Agreement, with Baseball League's application for use of City's park facilities, constitutes the entire agreement of the parties, and shall not be amended except in writing signed by both parties. All terms and provisions of the City's application for use of park facilities shall apply to this Agreement, and are incorporated herein by this reference. In the event of conflict between this Agreement and the terms and provisions of such application, the terms of this Agreement shall control.
- R. Assignment. This Agreement and the terms and provisions herein are personal to Baseball League, and shall not be assigned to any third party without the written authorization of the City, which approval shall not be unreasonably withheld.

Wherefore, this Agreement is deemed executed and effective on the date first referenced above.

City of Grandview	Baseball League
By: Mayor Norm Childress	By:Baseball League Coordinator
ATTEST:	
By:Anita Palacios, City Clerk	
APPROVED AS TO FORM:	
By:	

Resolution authorizing the Mayor to sign an Interlocal Agreement for Cooperative Purchasing with Yakima County Fire District #12

DEPARTMENT
Fire Department

AGENDA NO.: New Business 4 (C)

AGENDA DATE: February 14, 2017

FUNDING CERTIFICATION (City Treasurer)

(If applicable)

DEPARTMENT DIRECTOR REVIEW

Pat Mason, Fire Chief Mouve

CITY ADMINISTRATOR

MAYOR

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

The Council advised staff to move forward on the opportunity to secure a loan through the USDA to purchase a new fire truck to replace the 1995 E-One Pumper. Cooperative purchasing by multiple public agencies is allowed under the provisions of RCW 39.34 when a public agency, having executed a public bid process for specific materials, services or equipment, enters into an Interlocal Agreement for Cooperative Purchasing with one or more public agencies desiring like equipment, material or services from the same contractor. Yakima County Fire District #12 did purchase a similar pumper and have agreed to enter into an agreement with the City.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Yakima County Fire District #12 did purchase a pumper in late 2015 after going through the public bid process. By entering into an Interlocal Agreement for Cooperative Purchasing it creates an opportunity for the City to decrease the amount of time it would take to move forward on this project which in turn has the potential to help keep the cost down. The process also allows the City the opportunity to make some changes to the equipment that provides the City with a piece of equipment that is capable of meeting the needs of our community.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign an Interlocal Agreement for Cooperative Purchasing with Yakima County Fire District #12 to a regular Council meeting for consideration.

RESOLUTION NO. 2017-___

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT FOR COOPERATIVE PURCHASING WITH YAKIMA COUNTY FIRE DISTRICT #12

WHEREAS, the City of Grandview and Yakima County Fire District #12 have agreed upon the terms set forth in an Interlocal Agreement for Cooperative Purchasing of a Pumper Fire Apparatus, and,

WHEREAS, the City Council of the City of Grandview has determined that approving said Interlocal Agreement for Cooperative Purchasing with Yakima County Fire District #12 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 for Cooperative Purchasing with Yakima County Fire District #12 in the form attached hereto and incorporated herein by this reference.

PASSED by the CITY COU meeting on	NCIL and APPROVED by the MAYOR at its regular _, 2017.
	MAYOR
	ATTEST:
APPROVED AS TO FORM:	CITY CLERK
CITY ATTODNEY	

INTERLOCAL AGREEMENT For COOPERATIVE PURCHASING

PURPOSE:

The purpose of this Interlocal Agreement is to provide for COOPERATIVE PURCHASING opportunities for the signatory jurisdictions of this agreement in accordance with RCW 39.34. Cooperative purchasing may be for materials, services or equipment related to the operation and administration of public services for local government entities.

RATIFICATION:

This agreement shall be in full affect and recorded when the elected officials of each jurisdiction signatory to this agreement have so enacted the full agreement in a public meeting of said agency. A copy of this agreement shall be filed and maintained by each party to this agreement.

COOPERATIVE PURCHASE:

Cooperative purchasing by multiple public agencies is allowed under the provisions of RCW 39.34 when a public agency, having executed a public bid process for specific materials, services or equipment, enters into an INTERLOCAL COOPERATIVE PURCHASING AGREEMENT with one or more public agencies desiring like equipment, material or services from the same Contractor.

LIMITS:

The provisions of this INTERLOCAL COOPERATIVE PURCHASING AGREEMENT are limited to only those materials, services, equipment defined in the RFP, bid specifications and proposal from the originating agency defined as:

(1) One or more (quantity), Pumper Fire Apparatus (specific material, service or equipment), from the authorized public bid dated August 11th, 2015 by Yakima, County Fire District #12 (originating agency) and duly awarded to CASCADE FIRE EQUIPMENT. Changes to the original specifications or deviations from the original bid is permissible when deemed in the best interest of the agency (s) which become signatory to this agreement.

FISCAL REQUIREMENTS

All public agencies signatory to this agreement shall be individually responsible for full payment of any and all services, materials or equipment purchased on their behalf including all deviations and change orders. Financial responsibility includes all taxes, fees, tariffs, shipping and/or any other ancillary costs incurred by an agency purchasing under the provisions of this agreement.

OWNERSHIP

Any materials or equipment purchased under the provisions of this agreement shall be the sole ownership of each respective agency.

TERM

The term of this agreement shall be effective immediately upon the authorization by each entity signatory to this agreement and shall remain in effect for the duration of the acquisition process for this action and beyond if said party's desire.

BID LAW COMPLIANCE

City Attorney

The originating agency represents and warrants that the agency complied with the statutory bidding requirements applicable to the purchase that is the subject of this agreement.

City of Grandview WA	Yakima County Fire District #12
(Agency)	(Agency)
Mayor	Fire Commissioner Fire Commissioner Fire Commissioner
ATTEST:	ATTEST: BOWNIED
City Clerk	Fire District Secretary

Ordinance establishing a fund for the Transportation
Benefit District (TBD) separate from the Street Fund

DEPARTMENT

City Treasurer

AGENDA NO.: New Business 4 (D)

AGENDA DATE: February 14, 2017

FUNDING CERTIFICATION (City Treasurer)

(If applicable)

DEPARTMENT DIRECTOR REVIEW

Matthew Cordray, City Treasurer

CITY ADMINISTRATOR

MAYOR

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

At the January 24th Committee-of-the-Whole meeting, staff proposed that the Transportation Benefit District (TBD) should be a separate fund and not be included within the Street Fund. This will allow for better accounting of the revenue and expenditures associated with the TBD.

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.

By Fund the highlights of the changes are:

- STREET FUND: Reduce revenues and appropriations results in a decrease to estimated ending fund balance. The reserve will remain above Council's goal of 15 percent.
- TBD FUND: Increase in revenues and appropriations results in an increase to the estimated ending fund balance.

ACTION PROPOSED

Move ordinance establishing a fund for the Transportation Benefit District (TBD) separate from the Street Fund to a regular Council meeting for consideration.

ORDINANCE NO. 2017-____

AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON, ESTABLISHING A FUND FOR THE TRANSPORATION BENEFIT DISTRICT (TBD) SEPARATE FROM THE STREET FUND

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON DO ORDAIN AS FOLLOWS:

- Section 1. <u>Statement of Purpose:</u> The City Council for the City of Grandview, Washington, has determined that for accounting purposes it would be in the best interest of the city to establish a Fund that separates the Transportation Benefit District (TBD) from the Street Fund.
- Section 2. <u>Transportation Benefit District (TBD):</u> The TBD Fund (115) is hereby created. Said fund shall be available for deposit of any interest accrued, revenue from vehicle license fees or funding received from any and all lawful sources for the purpose of preserving and maintaining the City of Grandview streets and infrastructure.
- Section 3. <u>Expenditures of Fund:</u> Monies in the TBD Fund shall be expended exclusively for ongoing transportation improvements that preserve, maintain and, as appropriate, construct or reconstruct the existing transportation infrastructure of the City of Grandview.
- Section 4. <u>Severability:</u> If any provision of this Ordinance or its application to any person or circumstances is held to be invalid the remainder of this Ordinance or the application of the provisions to other persons or circumstances, shall not be affected.
- Section 5. <u>Effect:</u> This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

PASSED by the CITY COU regular meeting on, 20	NCIL and APPROVED by the MAYOR at its 017.
	MAYOR
	ATTEST:
APPROVED AS TO FORM:	CITY CLERK
CITY ATTORNEY	

PUBLICATION: EFFECTIVE:

ITEM TITLE	AGENDA NO. New Business 4 (E)
Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Jacob A. Lara	AGENDA DATE: February 14, 2017
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
City Attorney & City Clerk	

DEPARTMENT HEAD REVIEW

Anita Palacios, City Clerk (Municipal Court)

Mauro

CITY ADMINISTRATOR

MAYOR

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

The City contracts with Yakima County District Court for municipal court services. Under the terms of the contract, the City must provide indigent defense services to indigent defendants. In the event of a conflict with the current public defender, the City must also provide alternate counsel for indigent defendants.

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 City has negotiated contract terms with Jacob A. Lara to provide conflict indigent defense counsel through December 31, 2018.

The terms are identical to his previous agreement with the exception that Mr. Lara requested to add mileage from Yakima to Grandview at the current IRS rate, see paragraph 8.1 of the Public Defender Agreement.

ACTION PROPOSED

Move resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Jacob A. Lara to the February 14, 2017 regular Council meeting for consideration.



RESOLUTION NO. 2017-___

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A PUBLIC DEFENDER AGREEMENT FOR CONFLICT INDIGENT DEFENSE COUNSEL WITH JACOB LARA

WHEREAS, the City of Grandview contracts with the Yakima County District Court for municipal court services; and,

WHEREAS, under the terms of the Yakima County District Court contract, the City is to provide indigent defense services to indigent defendants; and,

WHEREAS, the City is also to provide alternate counsel for indigent defendants ("conflict counsel") should there be a conflict with the current public defender; and,

WHEREAS, the City of Grandview formerly contracted with attorney Jacob Lara for conflict indigent defense services, but said contract has expired; and

WHEREAS, the City of Grandview and Jacob Lara have negotiated a new contract for the conflict indigent services to run through the end of 2018; and

WHEREAS, the City Council of the City of Grandview finds it to be in the interest of the City of Grandview to enter into a contract with Jacob Lara, in the form attached hereto as Exhibit A, for the provision of conflict indigent defense services;

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

The Mayor is hereby authorized to enter into a contract for conflict indigent defense services with Jacob Lara in the form attached hereto as Exhibit A and to take such other action as necessary to effectuate said contract.

PASSED by the CITY COUNCIL and APPROVED by the MAYOR at its regular meeting on February 14, 2017.

	MAYOR	
	ATTEST:	
	CITY CLERK	
APPROVED AS TO FORM:		
CITY ATTORNEY		

CITY OF GRANDVIEW PUBLIC DEFENDER AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of February 2017, by and between Jacob A. Lara, hereinafter the "Public Defender", and the CITY OF GRANDVIEW, a municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Public Defender is an attorney licensed to practice law in the State of Washington, with offices at 411 N. 2nd Street, Yakima, WA, 98901; and

WHEREAS, the parties hereto are desirous of effectuating an agreement whereby the Public Defender will provide legal services for indigents and other eligible persons in the Grandview Municipal Court and its various departments when the City's primary indigent defense counsel have identified a conflict that precludes their representation of the defendant; now, therefore,

IT IS HEREBY mutually agreed as follows:

1. <u>Duties</u>. The Public Defender shall provide high quality defense attorney services for indigent defendants charged with misdemeanor and/or gross misdemeanor allegations occurring within the City of Grandview and processed by the City of Grandview Municipal Court, and assigned to Public Defender as conflict counsel from February 1, 2017 to December 31, 2018.

The Public Defender's duties shall be fulfilled as required by the Court and by the Public Defender's professional obligation to his or her clients, which may extend to court appearances and other duties any day of the week. Such services shall include legal representations at all stages of the proceedings, including, but not limited to, representation at the time of arraignment or other initial court appearance for all indigent in-custody defendants, plea, change of plea, pre-trial motions, pre-trial conferences at court, jury and non-jury trials, post-trial motions, sentencings, probation revocation hearings, all proceedings in connection with deferred prosecutions, and competency hearings, all of which shall be the responsibility of the Public Defender. The Public Defender's duties shall not extend to appeals.

- 2. <u>Public Defender Availability</u>. Public Defender services may be required on all court dockets, and a defense attorney must be available by telephone 24 hours a day, seven (7) days a week, for each week of the year in order to give legal advice to persons who are in custody on such charges.
- 3. <u>Duty in Case of Conflict</u>. In the event that representation of a defendant creates a conflict of interest, such that the assigned Public Defender cannot represent the defendant, the Public Defender shall immediately inform the



court so that the case may be transferred to another Public Defender. Public Defender shall not be required to compensate conflict counsel from the proceeds of this Agreement.

- 4. Administrative and Support Services. Public Defender shall be responsible for administrative costs associated with providing legal representation. Such costs include, but are not limited to, travel, telephones, law library, electronic research, financial accounting, case management systems, computers, software, office space, supplies, training, meeting reporting requirements imposed by the City, the WSBA and the Washington Supreme Court, and other costs necessarily incurred in the day-to-day management of the contract. Public Defender shall maintain an office that accommodates confidential meetings with clients. Public Defender shall staff their office with an appropriate number of support staff and other support services, including a postal address and adequate telephone service to ensure prompt response to client contact. Public Defender shall maintain appropriate computer/word processing equipment in order to handle the paperwork generated by the contract case load as well as to comply with all reporting procedures.
- 5. <u>Insurance</u>. Without limiting the Public Defender's indemnification, it is agreed that the Public Defender shall maintain in force, at all times during the term of this Agreement, a policy or policies of insurance covering its operation as described below.

A. General Liability Insurance

The Public Defender shall maintain continuously public liability insurance with limits of liability not less than One Million Dollars (\$1,000,000) for each occurrence, personal injury, and/or property damage liability.

The Public Defender shall provide a certificate of insurance or, upon written request of the City of Grandview, a duplicate of the policy as evidence of insurance protection. The Public Defender shall immediately notify the City of any communication with their insurance provider canceling or threatening to cancel insurance coverage under this provision.

B. Professional Liability Insurance

The Public Defender shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment with the Public Defender which constitute professional services in the performance of this Agreement. For purposes of this Agreement, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than One Million Dollars (\$1,000,000) combined single limit per claim/aggregate. The Public Defender further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy. The Public Defender shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City. The Public Defender shall not be required to make payments other than its judicially determined percentage, for any professional liability which is determined by a court of competent jurisdiction to be the result of the comparative negligence of the Public Defender and the City.

Such insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the City. If such insurance is obtained on a "claims made" basis, the Public Defender will continue to carry coverage for not less than three (3) years after expiration of this Agreement, and will provide a certificate in form and content satisfactory to the City demonstrating such continuing coverage. The Public Defender shall provide certificates of insurance or, upon written request of the City, duplicates of the policies as evidence of insurance protection.

C. Workers' Compensation

The Public Defender shall maintain Workers' Compensation coverage as required by law. The Public Defender shall provide a certificate of insurance or, upon written request of the City, a certified copy of the policy as evidence of insurance protection.

- 6. <u>Specific Duties</u>. The Public Defender shall provide services necessary or incidental to the performance of the work set forth in the PUBLIC DEFENDER STATEMENT OF WORK EXHIBIT A and consistent with CLIENT REPRESENTATION PRACTICE GUIDELINES- Exhibit B. The Public Defender acknowledges and agrees that the City may make changes to the specific duties of the Public Defender as necessary to maintain conformity with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. No such changes will be grounds for additional or revised compensation under this Agreement, unless the Public Defender demonstrates to the City's reasonable satisfaction that the change imposes an undue burden on the Public Defender's ability to provide the services required under this Agreement.
- 7. <u>Term and Renegotiation</u>. This Agreement shall commence on February 1, 2017 and continue until December 31, 2018.



8. <u>Compensation</u>. In return for the above-enumerated services, the Public Defender shall receive compensation in an amount of \$600.00 per case, payable upon proper voucher for the same, submitted by the Public Defender and received by the City Clerk at City Hall, Grandview, Washington, provided that, if the case proceeds to trial, Public Defender shall receive as additional compensation an amount of \$750 per case. Payment shall be sought and paid upon certification that the case has been resolved. All payments shall be made to:

Jacob A. Lara 411 N. 2nd Street Yakima WA 98901

For purposes of compensation, case will be "resolved" and the Public Defender may request compensation after an entry of a guilty plea, after an entry of an order confirming an SOC or deferred prosecution, after a finding of guilt, after a dismissal or charges, or after a probation matter for which a hearing is set is resolved. With regard to any SOC or deferred prosecution, Public Defender shall attend and assist clients in any review hearings, and may withdraw upon completion of the SOC or deferred prosecution. Public Defender may withdraw after an entry of a guilty plea, after a finding of guilt, after a dismissal of charges, or after a probation matter for which a hearing is set is resolved.

- 8.1 <u>Travel.</u> Reasonable and necessary expense for travel by vehicle in Yakima County from the Public Defender's place of business to Grandview District Court and for case investigations requiring travel shall be compensated at the IRS mileage rate current at the time the travel occurs.
- 9. <u>Client Transport</u>. Public Defender, or his employees or subcontractors, shall not transport clients by vehicle (personal or otherwise) while undertaking services pursuant to this Agreement. In the event Public Defender does transport clients during the course of representation as contemplated in this Agreement, Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of such transport, caused or contributed thereto by the Public Defender or his employees or subcontractors.
- 10. <u>Expert Witnesses</u>. The City shall, in addition, compensate the Public Defender for all expert witness fees incurred by the Public Defender on behalf of indigent clients covered by this Agreement upon application and approval of the court.



- 11. <u>Costs and Fees Assessed Against Defendants</u>. Any and all payments for reimbursement of court-appointed attorney's fees, as ordered and assessed by the Grandview Municipal Court or other court having jurisdiction to hear a City case, shall be payable by defendant directly to the Grandview Municipal Court.
- 12. <u>Assignment</u>. The Public Defender shall not assign, transfer, or subcontract this Agreement without obtaining prior written approval from the City.
- 13. <u>Successors Bound</u>. Subject to the provisions of Section 12, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.
- 14. Ethic Compliance, Reports, and Training. The Public Defender will provide the aforementioned services in conformity with all applicable Rules of Professional Conduct and will provide the Municipal Court and the City with any reports, fiscal or otherwise, which are reasonably required in the performance of the Municipal Court's and the City's responsibilities. An annual report shall be provided by the Public Defender on or before August 1 of each year. The report must include a statement of hours billed for nonpublic defense legal services in the previous calendar year, including number and types of private cases, as the same may be required by RCW 10.101.050, as now exists or may be subsequently amended. The Public Defender agrees to attend training approved by the Washington Office of Public Defense at least once per calendar year, as the same may be required by RCW 10.101.050 and 10.101.060, as now exist or may be subsequently amended.
- 15. <u>Warranty of Public Defender</u>. The Public Defender warrants that he or she has read: (1) the Public Defense Delivery Standards adopted by the City at Chapter 2.77, GMC" (2) the standards for indigent defense published by the Washington Supreme Court; and *Wilbur v. City of Mount Vernon* (W.D. Wash. 2013). In signing this agreement, the Public Defender *warrants* and promises that: (1) Public Defender will abide by the above-described standards, court rules and case law; (2) that this Agreement provides sufficient resources to meet the obligations of the above-described standards, court rules and case law; and (3) Public Defender will notify the City immediately if Public Defender fails to abide by the above-described standards, court rules or case law.
- 16. <u>Taxes and Assessments</u>. The Public Defender shall be solely responsible for compensating its employees and for paying all related taxes, deductions and assessments, including but not limited to, leasehold excise taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Public Defender shall pay the same before it becomes due.



- 17. <u>Independent Contractor</u>. The parties agree that the Public Defender is an independent contractor with the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Public Defender. No agent, employee, subcontractor, or representative of the Public Defender shall be deemed to be an employee, agent, servant, or representative of the City or of the City of Grandview Municipal Court for any purpose, and the employees, agents, subcontractors, or representatives of the Public Defender are not entitled to any of the benefits the City provides for its employees. The Public Defender will be solely and entirely responsible for his acts and for the acts of his agents, employees, subcontractors, or otherwise, during the performance of this Agreement.
- 18. Indemnity. The Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of the operation of this Agreement, caused or contributed thereto by the Public Defender or his employees or subcontractors. Provided, however, that nothing herein shall be deemed to require the Public Defender to indemnify the City or its elected or appointed officials, agents, volunteers, or employees for injury to persons, corporation, and/or property arising from the sole negligence of the City and its elected or appointed officials, employees, volunteers, and agents. In case of suit or action brought against the City and/or its elected or appointed officials, agents, volunteers, and employees for damages arising out of or by reason of any of the above-mentioned causes, the Public Defender agrees to pay all costs of defense, including reasonable attorney's fees and any judgment.
- 19. <u>Non discrimination</u>. The Public Defender shall not discriminate on the basis of race, creed, color, national origin, or physical, mental, or sensory handicap in the performance of this Agreement.
- 20. <u>Termination</u>. Either party may terminate this Agreement, with or without cause, upon ninety (90) days written notice sent by certified mail to the Public Defender at the address listed in this Agreement. The parties shall negotiate a reasonable fee for services to complete client representation which cannot be done through substituted counsel.
- 21. <u>Governing Law</u>. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performances.



- 22. <u>Venue</u>. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in the Superior Court for Yakima County, Grandview, Washington
- 23. <u>Integration</u>. It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.
- 24. <u>Waiver of Breach</u>. A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

DATED this day of	, 2017.
CITY OF GRANDVIEW	PUBLIC DEFENDER
By: Mayor Norm Childress 207 West Second Street Grandview, WA 98930	By: Jacob A. Lara, WSBA #46861 411 N. 2 nd Street Yakima, WA 98944
ATTEST:	,
City Clerk	



EXHIBIT A

PUBLIC DEFENSE STATEMENT OF WORK

- 1. PUBLIC DEFENDER CONTRACTOR DUTIES AND RESPONSIBILITIES
 The Public Defender shall provide high quality indigent defense representation in the cases assigned to it by the Grandview Municipal Court. The representation shall be consistent with EXHIBIT B, CLIENT REPRESENTATION PRACTICE GUIDELINES as set forth below, and with the City's adopted standards for the delivery of public defense services. The representation shall be provided in a professional and skilled manner and shall be in compliance with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the best interests of the client.
- 2. **TASKS** The Public Defender shall perform the following tasks with regard to each case to which the Public Defender is appointed.
 - A. Maintain a law office with a suitable client interview facility. The Public Defender will provide adequate phone lines, computers, postage, office equipment, office supplies, office furniture and legal research tools to maintain a smooth-running and efficient law office.
 - B. Receive notices of appointment for indigent defendants each court day. Set up and maintain files on each assigned defendant.
 - C. Establish and maintain client contact, keep the client informed of the progress of the case, and effectively provide legal advice to the client throughout the representation.
 - D. Timely interview defendants in custody anywhere in Yakima County.
 - E. Meet at least weekly with the Assigned Prosecutor to discuss pending matters.
 - F. Maintain continuity of representation at all stages of a case, including attendance at all first appearance proceedings, such as arraignments, for in-custody defendants. Except for illness, vacation or occasional conflicts, the assigned Public Defender shall appear at all Municipal Court hearings with their clients.

3. COMPLAINTS

- A. A method to respond promptly to indigent defendant client complaints shall be established by the Public Defender. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court for permission to withdraw and substitute new counsel. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.
- B. The Public Defender shall notify the City and respond in writing to the City within seven (7) days of learning of any complaint against the Public Defender or against the City relating to the provision of indigent defense legal representation.
- C. The Public Defender shall immediately notify the City of Grandview in writing when it become aware that a complaint lodged with the Washington State Bar Association has resulted in reprimand, suspension, or disbarment.



EXHIBIT B

CLIENT REPRESENTATION PRACTICE GUIDELINES

Meet and communicate regularly with the client

- Thoroughly explain to clients the constitutional, statutory and other rights that they have with regards to their case.
- Thoroughly explain to clients the elements of the offense(s) that the City must prove in order to obtain their conviction at a trial.
- Describe case procedures and timelines.
- Listen to client's questions and respond to them.
- Enable clients to candidly communicate with counsel.
- Facilitate agreements by realistically evaluating allegations and evidence with clients.
- Promptly communicate all offers of settlement.

Prepare cases well

- Conduct high quality, early case investigation.
- Conduct early case negotiations.
- Use discovery appropriately.
- Prepare for and participate in alternate resolution opportunities that may be available.
- Obtain experts and evaluators for cases involving disability, mental health, substance abuse or similar issues, when appropriate.
- Draft well-researched and written motions and other legal memoranda and other documents.
- Competently and aggressively litigate hearings and trials if no agreement is reached.
- Appear at all court hearings with clients.

Ensure clients have adequate access to services, including court ordered treatment and/or counseling

- Explain the importance of obtaining court ordered treatment and/or counseling services to clients.
- Develop a thorough knowledge of the resources available.
- Explore with clients ways to effectively participate in court ordered treatment and/or counseling.
- Ask clients for feedback if obstacles prevent or impede their participation, and follow up with the agency and in court when appropriate.



- In appropriate cases, encourage clients to obtain necessary evaluations and enroll in counseling and/or treatment even before ordered by the court to do so.
- Prevent continuances and delays within attorney's control.
- Treat all cases assigned to counsel with the highest priority.
- Avoid over scheduling whenever possible.
- Request continuances only if they are needed for substantive reasons.



ITEM TITLE	AGENDA NO.: New Business 4 (F)
Resolution accepting the Olmstead Road Water Main Extension	AGENDA DATE: February 14, 2017
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Public Works Department	(парричани)

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)

During the fall of 2016, Statewide Development purchased the property located on Willoughby Road and McCreadie Road just north of I-82. The property was purchased with the intention of constructing a ministorage facility. The developer was required to extend a new 12-inch water main in order to provide and meet the required fire flow requirements for the new facility. These improvements were paid for by Statewide Development. The improvements were designed by PLSA Engineering and the plans for construction were approved by the Public Works Director. The new water main extension meets all requirements of the City and is now operational.

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.

Statewide Development has requested that the City accept ownership of the new water main extension and has provided the appropriate record drawings identifying the entire scope of work (i.e., water main location, fire hydrants and blow out stations). In addition, this new water main extension opens up the possibility for future development east of Grandview.

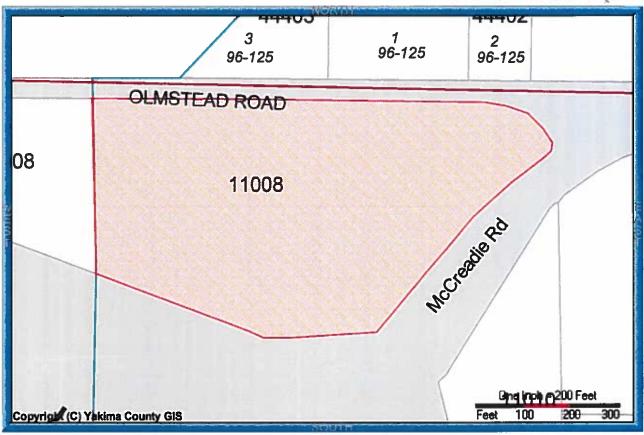
ACTION PROPOSED

Move resolution accepting the Olmstead Road Water Main Extension to a regular Council meeting for consideration.

Yakima County GIS Page 1 of 1

[Print Map] [Close Map]





PROPERTY PHOTO	PROP	ERTY INFORMATION		
M. M. Therman	Parcel Address: 3280 OLMSTEAD RD,	Parcel Address: 3280 OLMSTEAD RD, GRANDVIEW, WA 98930		
	Parcel Owner(s): STATEWIDE DEVELOPMENT LLC			
	Parcel Number: 23092411008	Parcel Size: 8.48 Acre(s)		
	Property Use: 11 Single Unit			
TO THE	TAX AND ASSESSMENT INFORMATION			
	Tax Code Area (TCA): 440	Tax Year: 2017		
	Improvement Value: \$94600	Land Value: \$46500		
	CurrentUse Value: \$0	CurrentUse Improvement: \$0		
	New Construction:\$0	Total Assessed Value:\$141100		
	OVERLAY INFORMATIO	ON .		
Zoning:	Jurisdiction: Grandview			
Urban Growth Area: Grandview	Future Landuse Designation: City Limits (Yakima County Plan 2015)			
FEMA: Not in floodplain (X)	FIRM Panel Number: 53077C1925D			
	LOCATION INFORMATION	ON		
Latitude:46° 15' 28.007"	+ Longitude:-119° 52' 41.639"	Range:23 Township:09 Section:24		
Narrative Description: TH PT OF W'RD MH>REAL 1995 MARLETTE 66	1/2 NE1/4 NE1/4 & E 330 FT OF NW1/4 NE ² 3X27 SER#	1/4 LY N'LY & W'LY OF SR-82 R/W EX N 20 FT CO		
	DISCLAIMER			
		CY IS NOT GUARANTEED; THIS IS NOT A LEGAL APPRAISAL, SURVEY, FLOODPLAIN OR ZONING		

RESOLUTION NO. 2017-___

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, ACCEPTING THE OLMSTEAD ROAD WATER MAIN EXTENSION

WHEREAS, Statewide Development constructed an extension of the City's water main along Olmstead Road; and,

WHEREAS, the Public Works Director has determined that the water main extension designed by PLSA Engineering and constructed by Statewide Development is complete and ready for acceptance by the City Council,

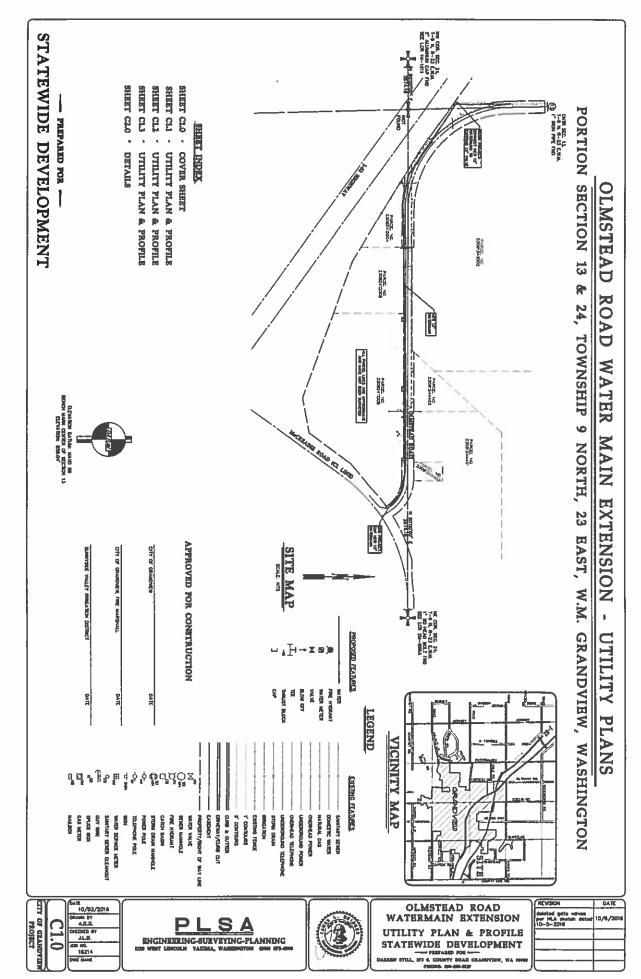
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

The City of Grandview accepts the Olmstead Road Water Main Extension as identified on the Olmstead Road Water Main Extension – Utility Plans attached hereto and incorporated herein by reference.

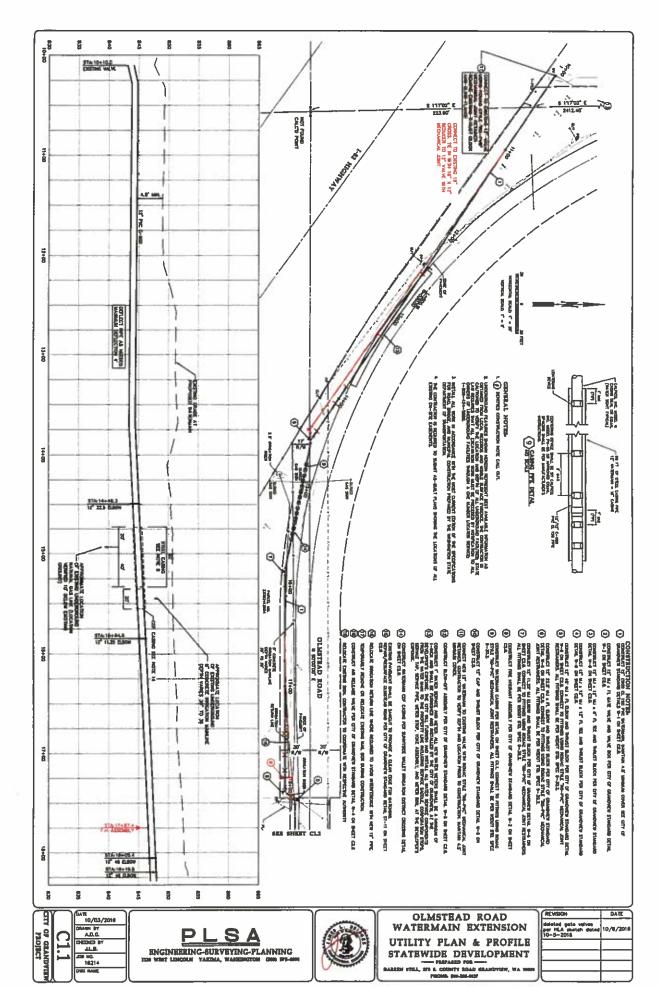
PASSED by the CITY COUNCIL and APPROVED by the MAYOR at its regular

meeting on	•	
	MAYOR	
	ATTEST:	_
	CITY CLERK	
APPROVED AS TO FORM:		
CITY ATTORNEY		

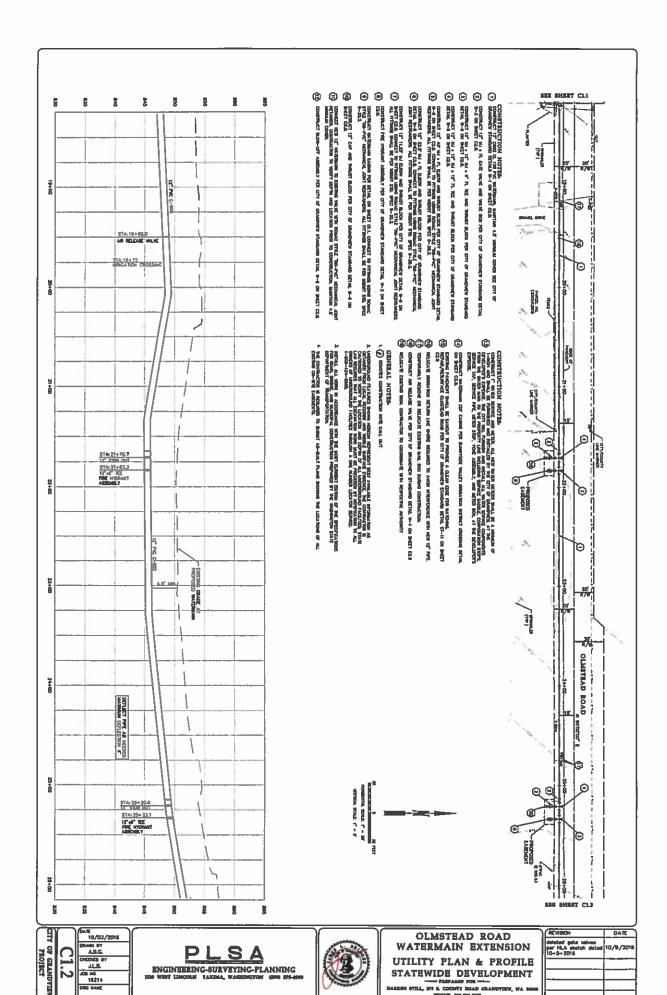




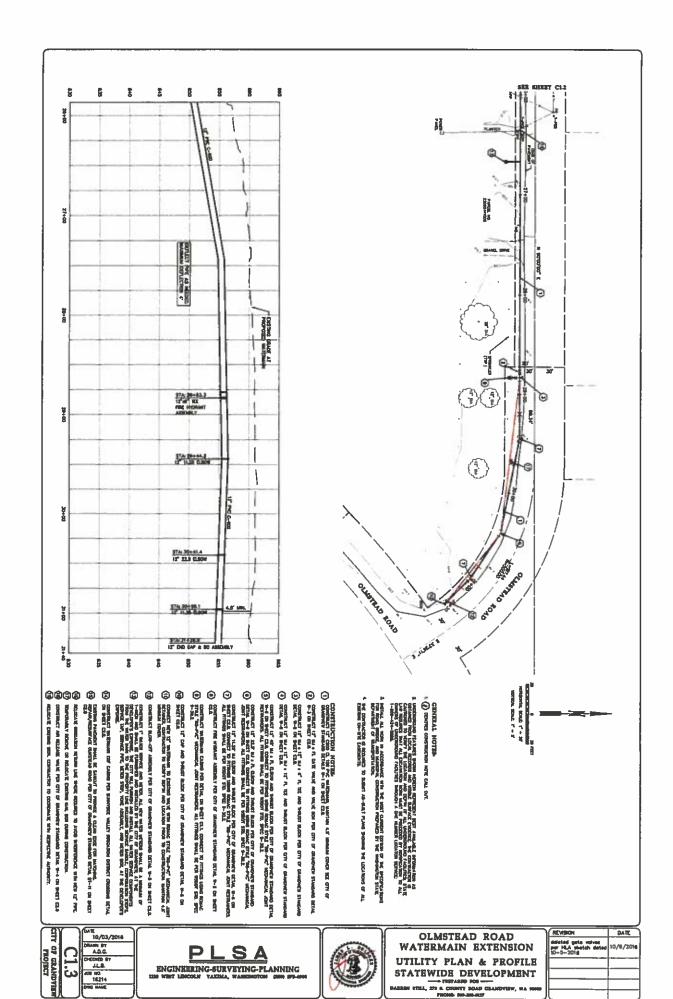


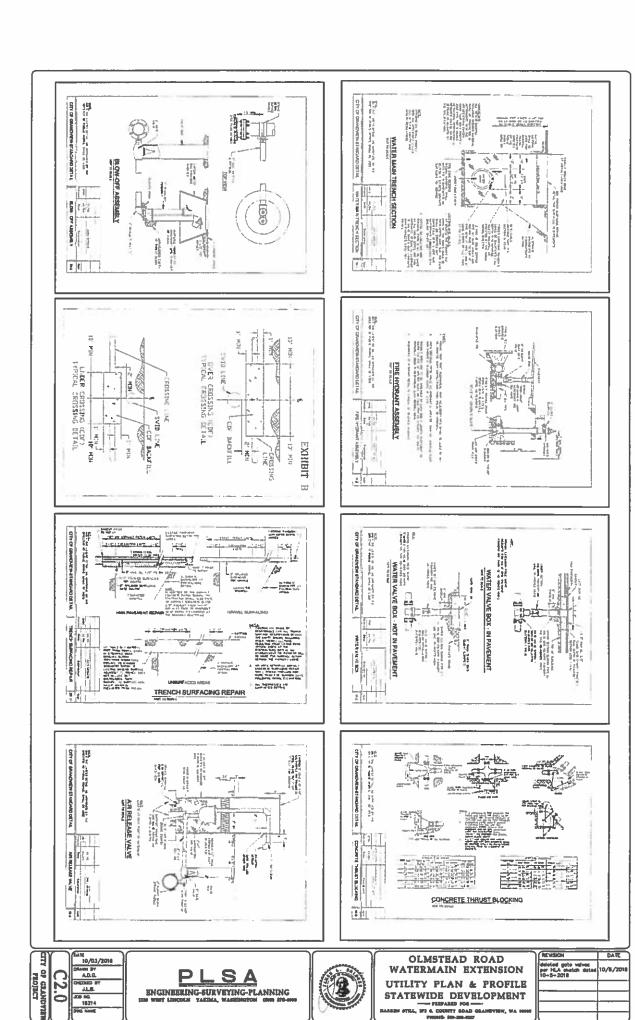












C2.0

JL.B. 439 MG 18214 DWG MANE

UTILITY PLAN & PROFILE
STATEWIDE DEVELOPMENT
— PERPARED FOR —

PROFILE TO A COUNTY SOAD GRANDYEW, WA DOWN