

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, MARCH 14, 2023**



**PLEASE NOTE:** The maximum occupancy of the Council Chambers is 49 individuals at one time. Access to exits must be kept clear to ensure everyone in the Chambers can safely exit in the event of an emergency.

This meeting will be held in person and will also be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

**COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM**

**PAGE**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.
- 4. NEW BUSINESS**
  - A. Wine Country Road Roundabout and Utility Improvements Update 1-9
  - B. Grandview Wastewater Treatment Plant Upgrade Overview 10-15
  - C. Resolution accepting the bid for the Country Park Well – Drilling, Casing and Testing and authorizing the Mayor to sign all contract documents with Empire Well Drilling, LLC 16-21
  - D. Resolution approving a Mutual Aid Agreement for Fire Protection and Emergency Services between U.S. Department of Energy – Hanford Site and the City of Grandview Fire Department 22-26
  - E. Resolution accepting the fuel bid from Valley Wide Co-op for the year beginning April 1, 2023 to March 31, 2024 27-36
  - F. Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Garrison Law Offices, Inc., P.S. 37-48
  - G. ARPA New Business Grants 49
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, March 14, 2023 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

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

Join Zoom Meeting

<https://us06web.zoom.us/j/86811589443?pwd=M3JLTjViS2NseFZXs1M5WlVlZWJUZz09>

To join via phone: +1 253 215 8782

Meeting ID: 868 1158 9443

Passcode: 204043

# Wine Country Road Roundabout and Utility Improvements

MARCH 2023 UPDATE

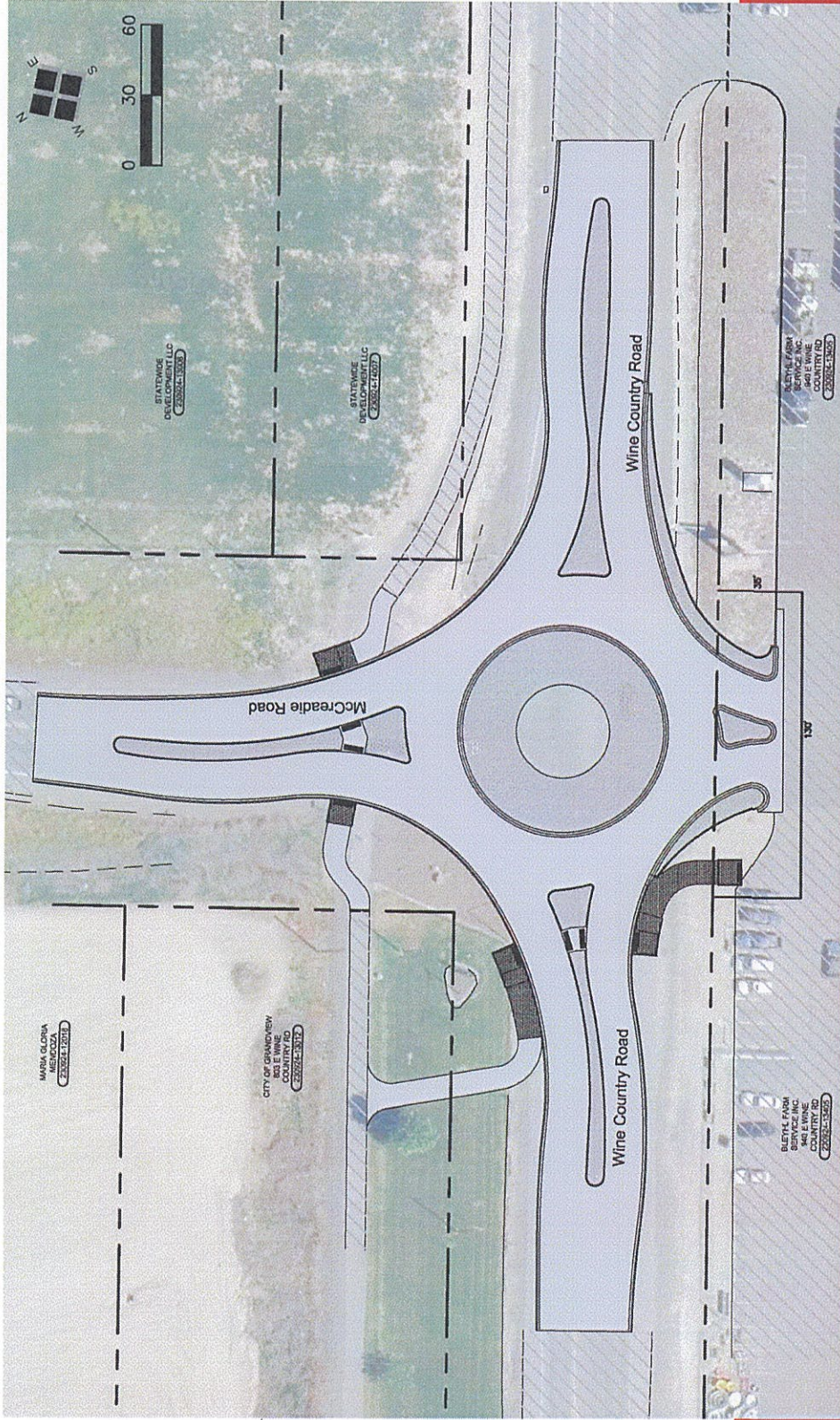


# Design Update

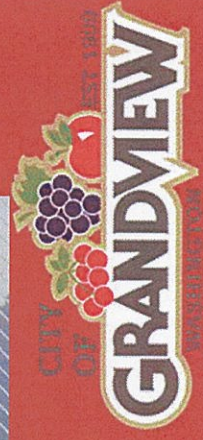
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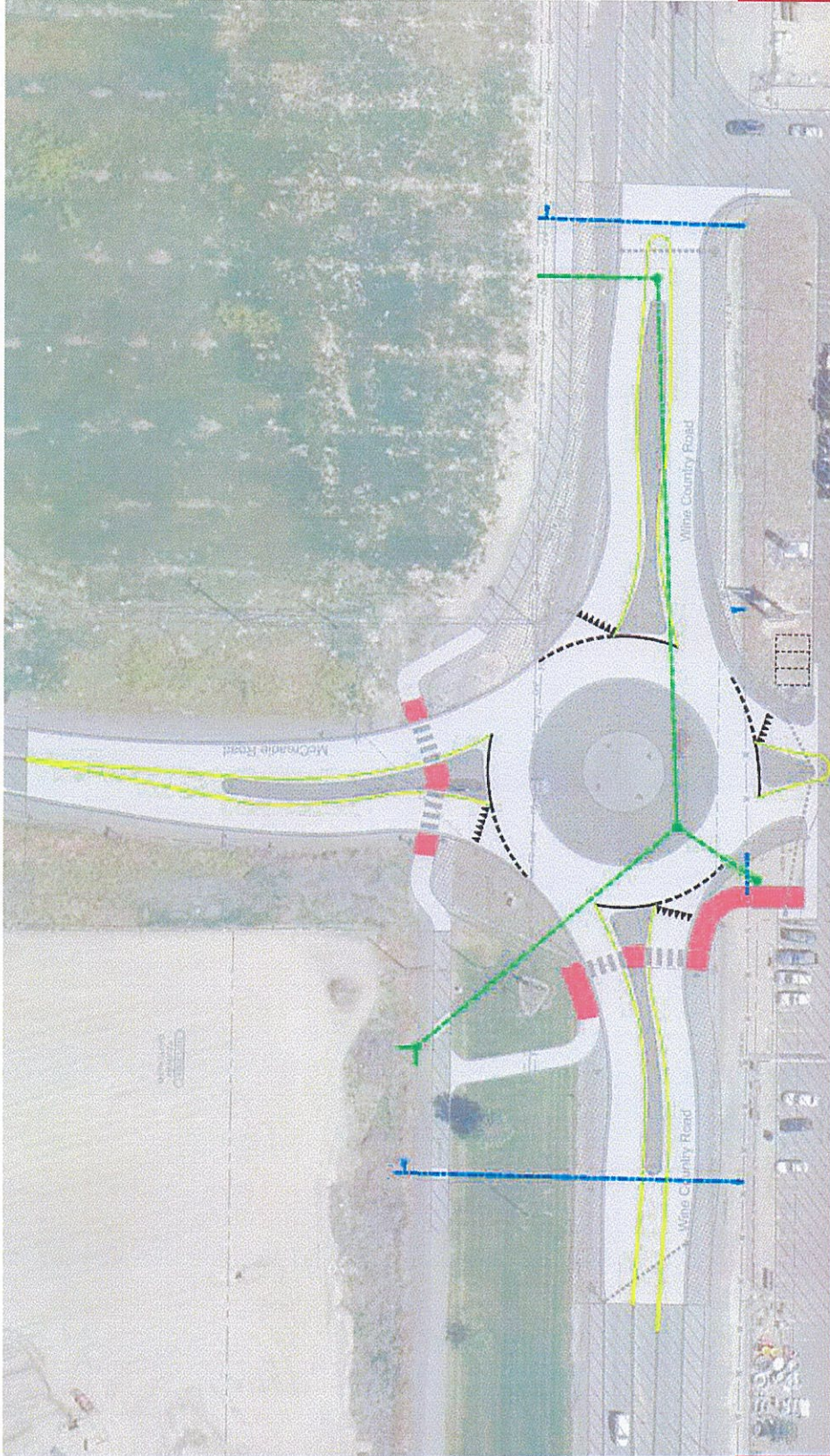
<https://grandview.wa.us/#elementor-action%3Aaction%3Dpopup%3Aopen%26settings%3DevJpZCl6Ijc5MDQlCl0b2dnbGUlOmZhbHNlIQ%3D%3D>





Layout presented at June 2022 Council Meeting





Current Layout and Design Progress

# Budget Update

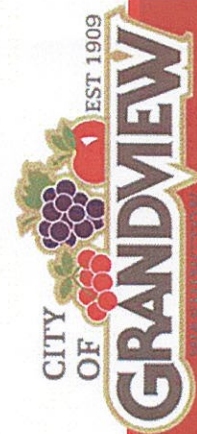
## FUNDING PARTNERS

Update funding amounts to indicate current funding based on the engineer's estimate

Funding Partner	Previous Funding	Anticipated Funding
GRANDVIEW	168,076	113,169
TIB Funds	1,512,684	1,512,684
SIED Board	0	168,100
<b>TOTAL</b>	<b>\$1,680,760</b>	<b>\$1,793,953</b>

\*Anticipated Funding cost estimate includes \$160,000 for center island treatment which are subject to change

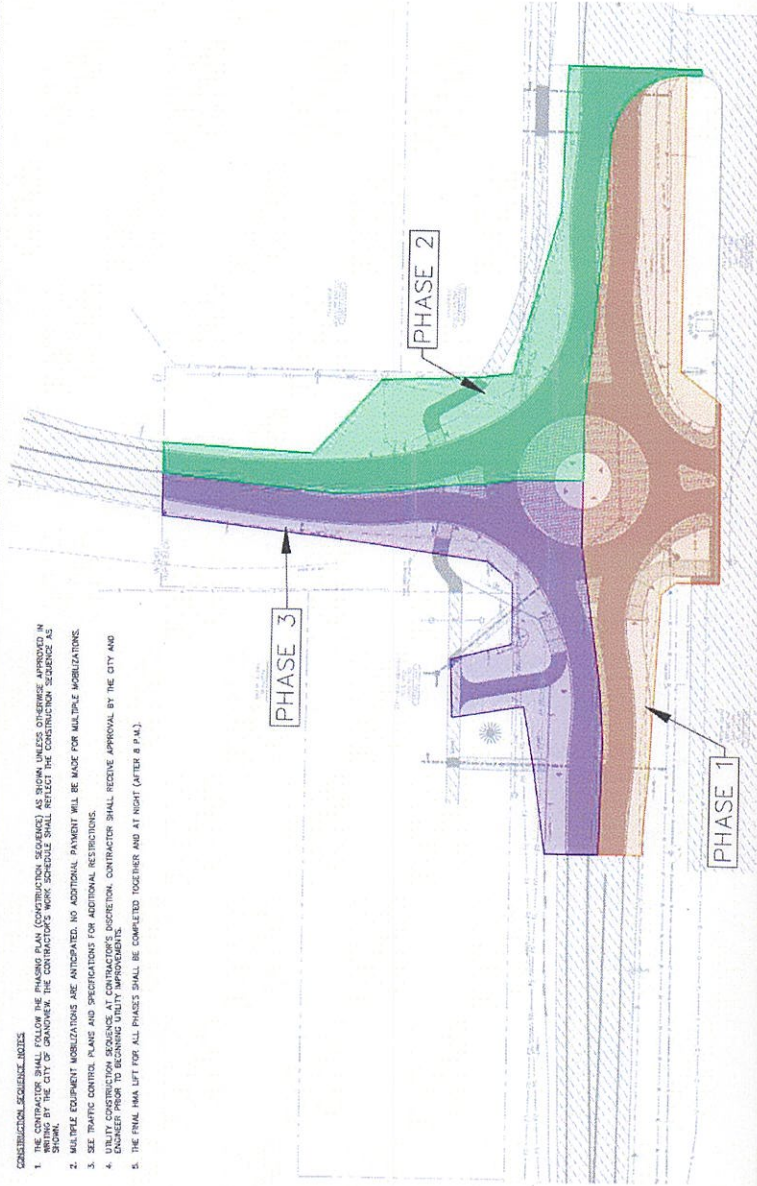
\*\*Utility Improvements not shown in table above but are within budget provided by SIED



# Construction Sequencing

## CONSTRUCTION SEQUENCING NOTES

1. THE CONTRACTOR SHALL FOLLOW THE PHASING PLAN (CONSTRUCTION SEQUENCED) AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY OF GRANDVIEW. THE CONTRACTOR'S WORK SCHEDULE SHALL REFLECT THE CONSTRUCTION SEQUENCE AS SHOWN.
2. MULTIPLE EQUIPMENT MOBILIZATIONS ARE ANTICIPATED. NO ADDITIONAL PAYMENT WILL BE MADE FOR MULTIPLE MOBILIZATIONS.
3. SEE TRAFFIC CONTROL PLANS AND SPECIFICATIONS FOR ADDITIONAL RESTRICTIONS.
4. CONTRACTOR SHALL OBTAIN NECESSARY PERMITS AND APPROVALS FROM THE CITY AND NEIGHBORING PROPERTY OWNERS PRIOR TO BEGAINING UTILITY IMPROVEMENTS.
5. THE FINAL HAUL LIFT FOR ALL PHASES SHALL BE COMPLETED TOGETHER AND AT NIGHT (AFTER 8 P.M.).



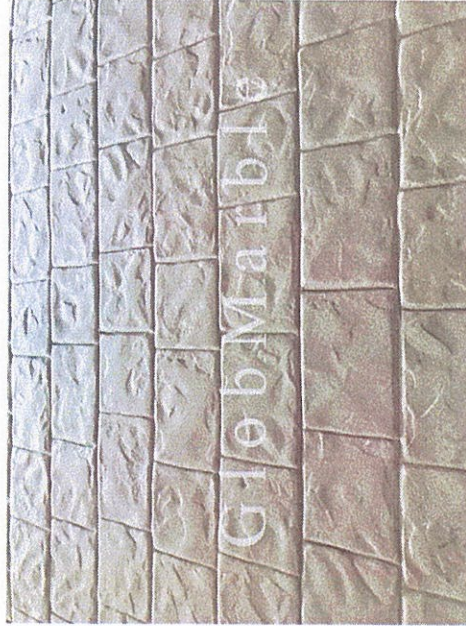




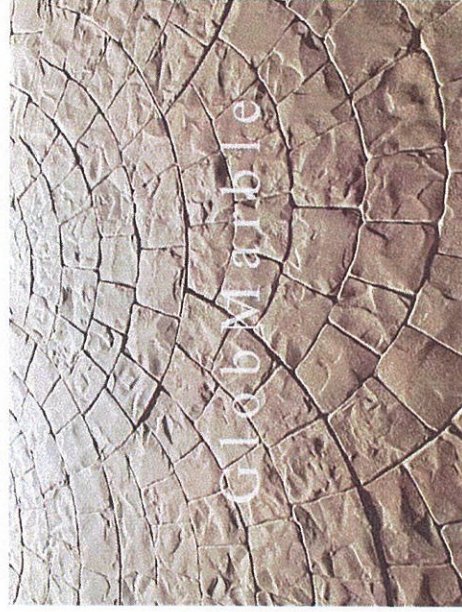
# Illumination and Pigmented Concrete



Black Standard Illumination



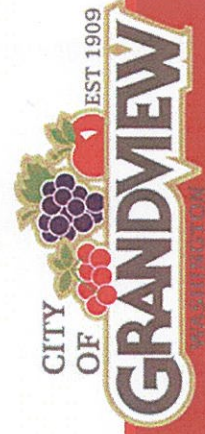
Cobblestone SM7100  
-Splitter Islands



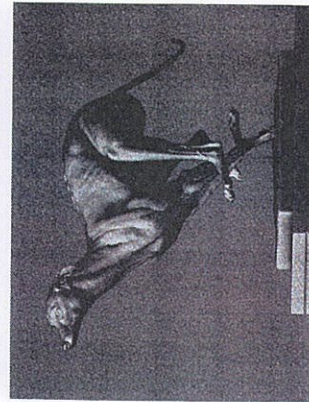
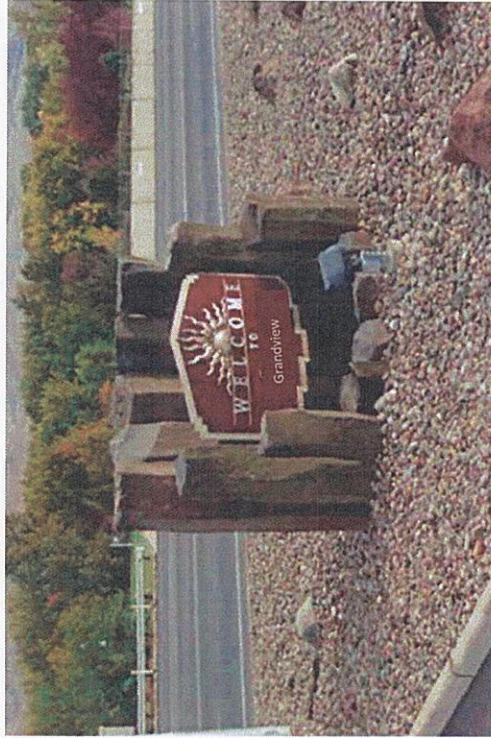
Fan Cobblestone SM800  
-Truck Aprons



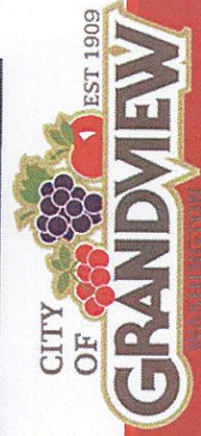
Old Brick



# Island Treatment



Life Size (3'H x 4'L)  
By Metal Dreams Artistry LLC



## GRANDVIEW WWTP UPGRADE OVERVIEW

### *Excerpts from Facility Plan:*

#### Need for WWTP Upgrade:

- Growth
  - Instead of typical 0.71% average growth per year, the City is poised for 4.84% average growth in single family homes per year for the next 10 years. After rapid initial growth, the City's average population projection will likely fall back into the 0.71% Yakima County/OFM projections for years 2032 – 2040.
  - Existing Plant Capacity:

Average Annual Flow	
Mechanical Plant:	1.5 MGD
Combined:	2.32 MGD
Average Flow for the Maximum Month	
Combined:	3.50 MGD
Maximum Monthly BOD <sub>5</sub> Loading	
Mechanical Plant:	11,400 lb/day
Combined:	86,000 lb/day
Maximum Monthly TSS Loading	
Mechanical Plant:	11,400 lb/day
Combined:	30,000 lb/day
Ammonia (NH <sub>3</sub> -N) for Maximum Month	
Mechanical Plant:	1,140 lb/day
  - Loading-Based Capacity Needs:

Average Annual Flow	2.25 MGD
Average Flow for the Maximum Month	3.00 MGD
Maximum Monthly BOD Loading	50,000 lb/day
Maximum Monthly TSS Loading	15,000 lb/day
  - Allocation Based Capacity Needs:

Average Annual Flow	2.50 MGD
Average Flow for the Maximum Month	4.00 MGD
Maximum Monthly BOD Loading	50,000 lb/day
Maximum Monthly TSS Loading	16,000 lb/day
- Ecology
  - phasing out the existing facultative lagoons.

**Scope of WWTP Upgrade**

From a cost standpoint, it is reasonable to construct necessary improvements in conjunction with phasing out the existing facultative lagoons. However, the current treatment process capacity is based on use of the facultative lagoons (Lagoons A through F) and other storage areas. When those facilities are removed from use, both treatment and equalization capacity are lost. Therefore, the required treatment capacity was revised based on loadings and the criteria listed above as Loading Based Capacity Needs were used for design of treatment process upgrades to meet demands through 2040.

- The recommended approach is to proceed with improvements to curtail lagoon flow in 2026 as shown in Table 2.

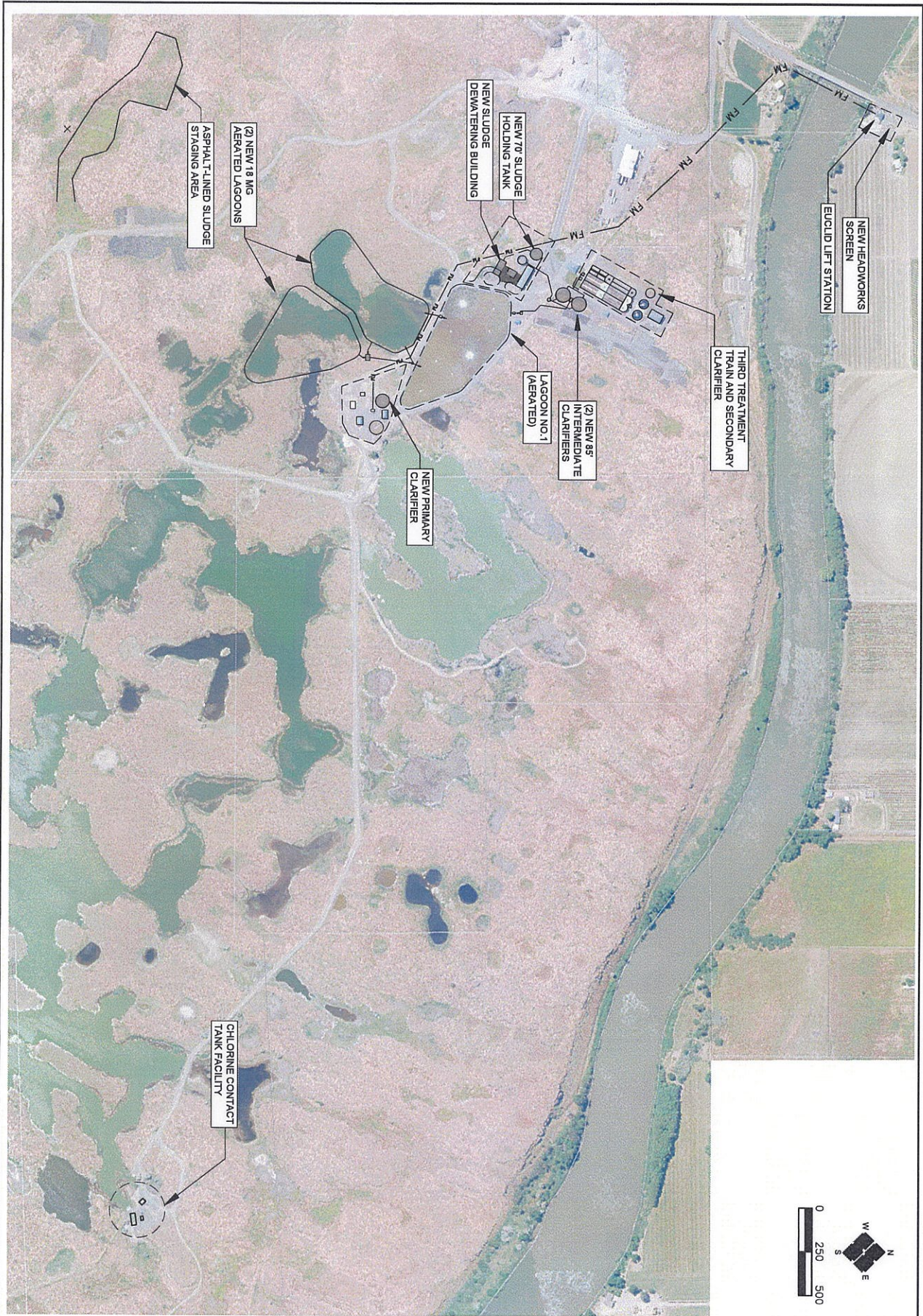
<b>TABLE 1 SCHEDULE OF IMPROVEMENTS – CURTAIL LAGOON FLOW IN 2026</b>	
<b>Recommended Improvements</b>	<b>Year</b>
Headworks improvements – new screen	2025
New 80' diameter primary clarifier and waste sludge pump	2025
Replace primary clarifier mechanism	2025
Mechanical treatment plant influent pump and emergency generator	2025
New 85' diameter intermediate clarifiers (2 each) and waste sludge pumping station	2025
Add third 0.75 MGD mechanical treatment train, including emergency generator	2025
New 70' diameter sludge holding tank (518,000-gallon capacity)	2025
New sludge dewatering building with capacity equal to 50% of existing process plus redundancy	2025
New WWTP storage building	2025
New 18 MG lined lagoon (Storage Basin No. 1), including mixers and effluent pump station	2025
Improve sludge hauling process by providing second hauling truck.	2025
Install new pump station after UV treatment facility and complete other water reuse improvements to provide water to East and West Game Ponds	2025
Discontinue all flow to remaining unlined lagoons	2026
Decommission remaining unlined lagoons.	2028
New 18 MG lined lagoon (Storage Basin No. 2) next to Storage Basin No. 1	2032

**Project Cost:**

<b>TABLE E-2 ESTIMATED PROJECT COSTS</b>	
<b>Recommended Improvements</b>	<b>Estimated Cost</b>
Headworks improvements – new screen	\$618,000
New 80' diameter primary clarifier and waste sludge pump	\$1,515,000
Mechanical treatment plant influent pump and emergency generator	\$406,000
New 85' diameter intermediate clarifiers (2 each) and waste sludge pumping station	\$4,383,000
Add third 0.75 MGD mechanical treatment train, including emergency generator	\$7,866,000
New 70' diameter sludge holding tank (518,000-gallon capacity)	\$1,286,000
New sludge dewatering building with capacity equal to 50% of existing process plus redundancy	\$6,173,000
New 18 MG lined lagoon (Storage Basin No. 1), including mixers and effluent pump station	\$5,741,000
Improve sludge hauling process by providing second hauling truck.	\$100,000
<b>Subtotal of 2026 Project Costs</b>	<b>\$28,088,000</b>
<b>Potential for Grant Funding Through WDFW</b>	
Consider ne pump stations after UV treatment if WDFW wants continued effluent to East and West Game Pants.	\$600,000
<b>2032 Upgrade</b>	
New 18 MG lined lagoon (Storage Basin No. 2) next to Storage Basin No. 1	\$4,479,000
<b>Subtotal</b>	<b>\$33,167,000</b>
Project Administration	\$20,000
Environmental Review	\$23,000
<b>Total Estimated Project Cost</b>	<b>\$33,210,000</b>

**Financing Options:**

- Ecology (30-year term)
  - 50% forgivable principle for Design Effort
    - Apply in fall of 2023
    - Complete design 2024
  - Construction
    - Expect Construction will be an amendment to design agreement
    - Do not expect forgivable principle or grants to be available
  
- USDA (40-year term)
  - Do not expect any grant
  - Additional work needed to apply.



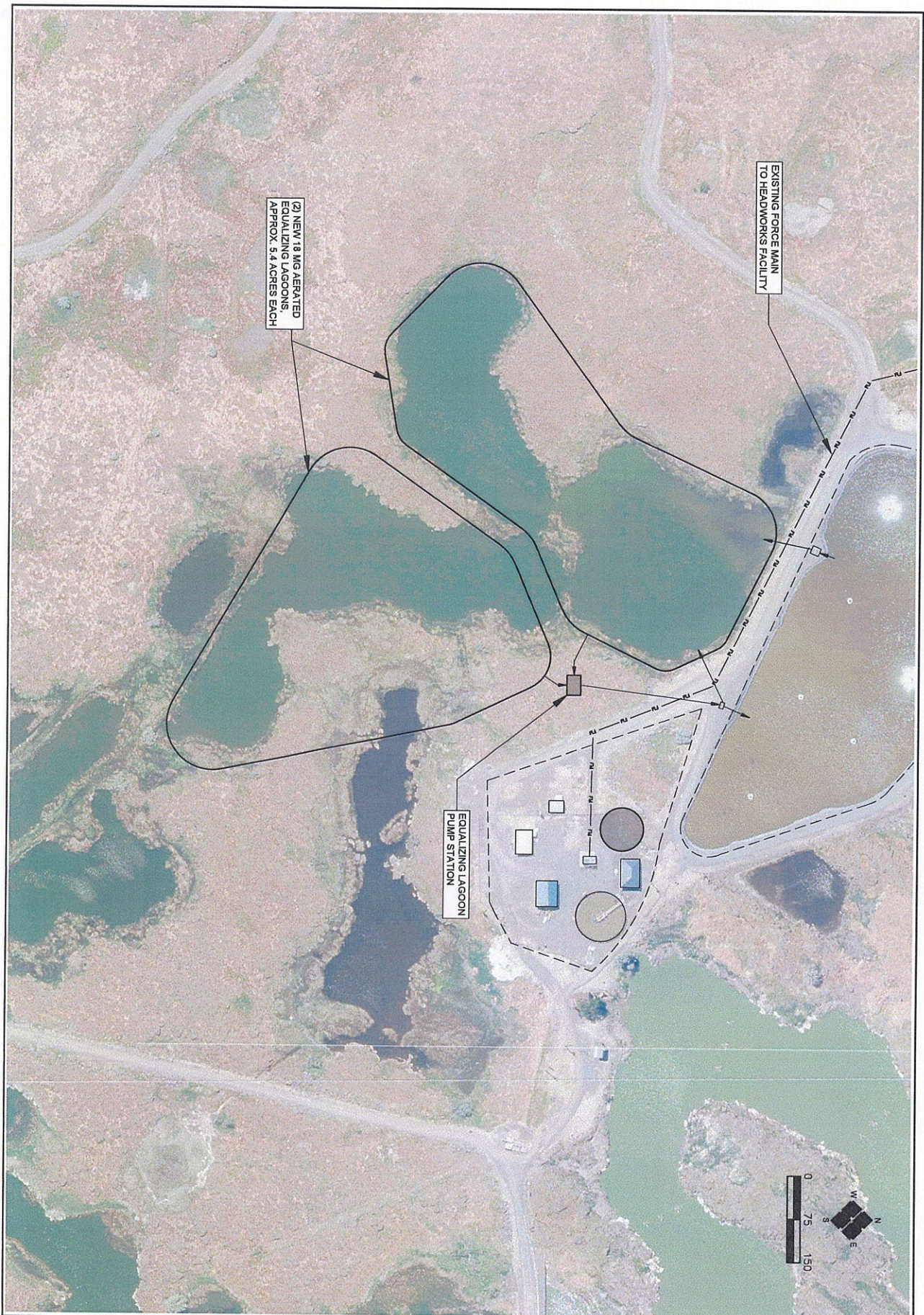
**CITY OF GRANDVIEW**  
**FIGURE 7.1 - OVERALL SITE PLAN**



2803 River Road  
 Yakima, WA 98902  
 509.966.7000  
 Fax 509.965.3800  
 www.hlacivil.com

JOB NUMBER:	20081E
DRAWING:	20081.dwg
DATE:	8/18/2022
DRAWN BY:	JMW
REVIEWED BY:	
REVISION:	

Figure 7.1



JOB NUMBER:	200081E
DRAWING:	200081.dwg
DATE:	3/21/2022
DRAWN BY:	JMM
REVIEWED BY:	
REVISION:	
FIGURE	7.2

**CITY OF GRANDVIEW**  
**FIGURE 7.2 - SECONDARY TREATMENT**  
**PROCESS IMPROVEMENTS**



2803 River Road  
 Yakima, WA 98902  
 509.966.7000  
 Fax 509.965.3800  
 www.hlacivil.com



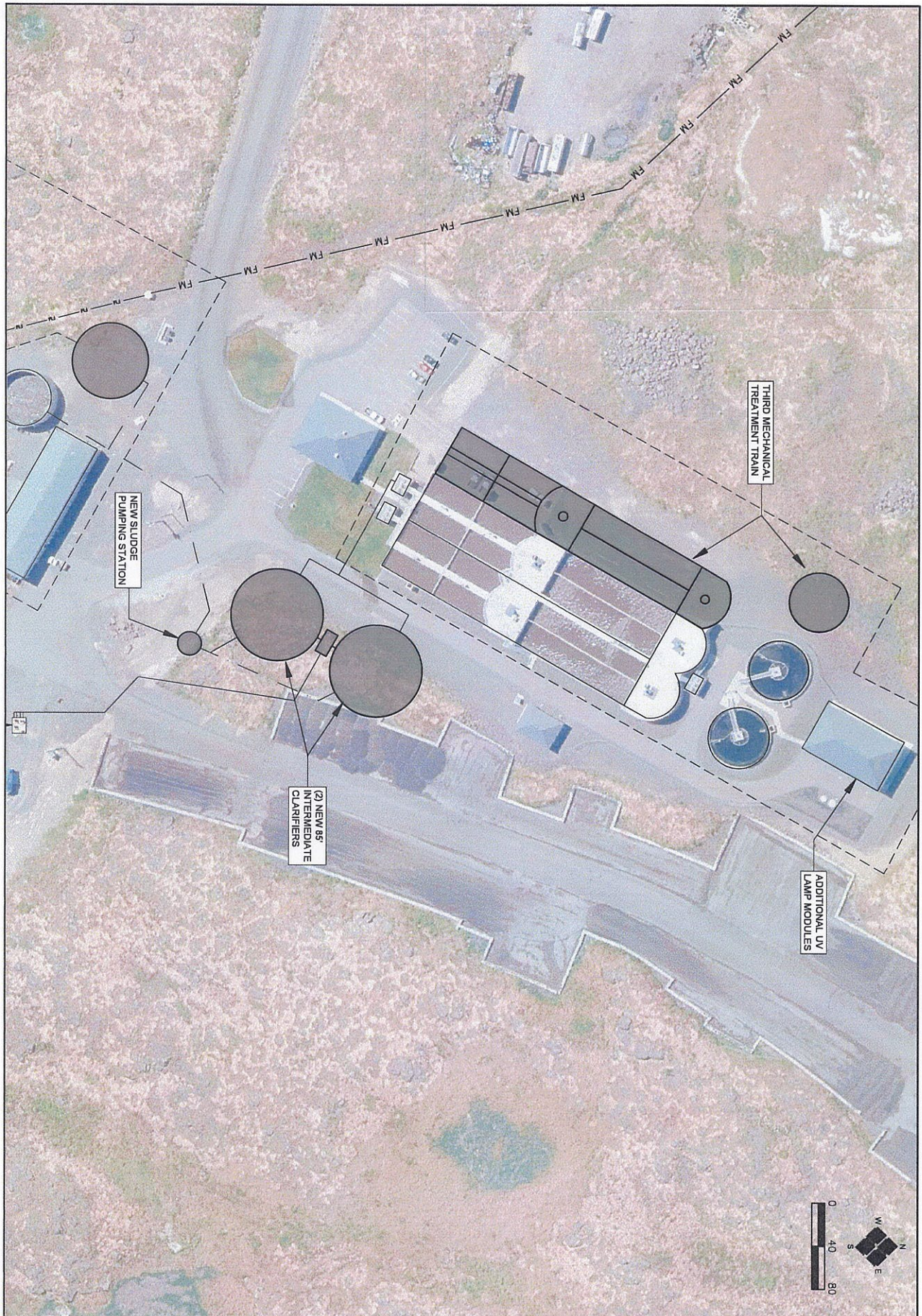


FIGURE	7.3
REVISION:	
REVIEWED BY:	JMA
DATE:	3/21/2022
DRAWN BY:	JMA
DATE:	2008.04.09
DRAWING:	2008E
JOB NUMBER:	2008E

**CITY OF GRANDVIEW**  
**FIGURE 7.3 - SECONDARY TREATMENT**  
**PROCESS IMPROVEMENTS**



2803 River Road  
 Yakima, WA 98902  
 509.966.7000  
 Fax 509.965.3800  
 www.hlacivil.com

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

**ITEM TITLE**

Resolution accepting the bid for the Country Park Well – Drilling, Casing and Testing and authorizing the Mayor to sign all contract documents with Empire Well Drilling, LLC

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

**AGENDA DATE:** March 14, 2023

**DEPARTMENT**

Public Works Department

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

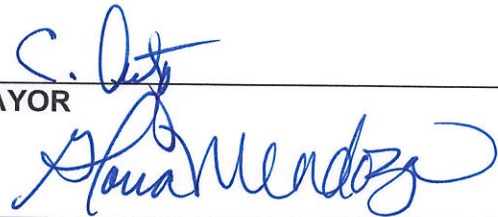
**DEPARTMENT DIRECTOR REVIEW**

City Administrator/Public Works Director Cus Arteaga

**CITY ADMINISTRATOR**



**MAYOR**



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

The City advertised for bids for the Country Park Well – Drilling, Casing and Testing.

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

Bids for the Country Park Well – Drilling, Casing and Testing were opened on February 15, 2023. A total of two (2) bids were received with Empire Well Drilling, LLC, of Wenatchee, Washington, submitting the low bid in the amount of \$1,557,036 for Schedule A only.

**ACTION PROPOSED**

Move resolution accepting the bid for the Country Park Well – Drilling, Casing and Testing and authorizing the Mayor to sign all contract documents with Empire Well Drilling, LLC, to a regular Council meeting for consideration.

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE BID FOR THE COUNTRY PARK WELL – DRILLING, CASING AND  
TESTING AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT  
DOCUMENTS WITH EMPIRE WELL DRILLING, LLC**

**WHEREAS**, the City of Grandview has advertised for bids for the Country Park Well – Drilling, Casing and Testing; and,

**WHEREAS**, Empire Well Drilling, LLC, of Wenatchee, Washington, has submitted the lowest responsible bid, which bid has been accepted;

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

The Mayor is hereby authorized to sign all contract documents with Empire Well Drilling, LLC, for the Country Park Well – Drilling, Casing and Testing in the amount of \$1,557,036.00.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2023.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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



March 3, 2023

City of Grandview  
207 West 2nd Street  
Grandview, WA 98930

Attn: Mayor Gloria Mendoza

Re: City of Grandview  
Country Park Well – Drilling, Casing, and Testing  
HLA Project No.: 22149  
Recommendation of Award

Dear Mayor Mendoza:

The bid opening for the above referenced project was held at Grandview City Hall at 1:00 p.m. on Wednesday, February 15, 2023. A total of two (2) bids were received with the low bid being offered by Empire Well Drilling, LLC, of Wenatchee, WA. This bid included a base bid schedule (Schedule A) for drilling the new Country Park Well using an air rotary drilling method, an alternate bid schedule (Schedule B) for drilling the new Country Park Well using a mud rotary drilling method, and a bid schedule (Schedule C) for rehabilitation of the Butternut Well. The low bid for both Schedule A and Schedule B are approximately 14% below the Engineer's estimate but the low bid for Schedule C is approximately 73% over the Engineer's estimate. Based on these results, we recommend the City of Grandview award only Schedule A.

The Schedule A air rotary drilling method is the preferred approach for construction of the new Country Park Well, as it will result in collection of improved water quality, well yield, and geologic formation data to better inform final well design and provide valuable information for future water supply well design and construction. The bid cost of the Schedule A drilling method is only about 10% more than the Schedule B method.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to Empire Well Drilling, LLC for Schedule A only, in the amount of \$1,557,036.00. Please send us a copy of the City of Grandview Council meeting minutes authorizing award of this project.

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

Very truly yours,

A handwritten signature in blue ink that reads "Justin B." followed by a stylized flourish.

Digitally signed by Justin Bellamy  
Date: 2023.03.03 10:12:48-08'00'

Justin L. Bellamy, PE

JLB/jld

Enclosures

Copy: Cus Arteaga, Anita Palacios – City of Grandview  
Jakob Michael, Angela Ringer, Dennis Perala - HLA

**BID SUMMARY**

Owner: City of Grandview  
 Project: Country Park Well - Drilling, Casing, and Testing  
 HLA Project No.: 22149  
 Bid Opening Date: February 15, 2023



ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		BIDDER NO. 1		BIDDER NO. 2	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	A	Minor Change	1	FA	Est.	\$ 20,000.00	Est.	\$ 20,000.00	Est.	\$ 20,000.00
2	A	Mobilization	1	LS	—	\$ 150,000.00	—	\$ 130,000.00	—	\$ 125,000.00
3	A	Drill and Install 24-Inch Min. Diam. Surface/Conductor Casing	40	LF	\$ 950.00	\$ 38,000.00	\$ 1,500.00	\$ 60,000.00	\$ 600.00	\$ 24,000.00
4	A	Drill and Install Temporary 20-Inch Diam. Surface Casing Using Air Rotary	700	LF	\$ 900.00	\$ 630,000.00	\$ 600.00	\$ 420,000.00	\$ 900.00	\$ 630,000.00
5	A	Drill-Stem Testing for Well Yield and Water Quality	4	HR	\$ 700.00	\$ 2,800.00	\$ 750.00	\$ 3,000.00	\$ 500.00	\$ 2,000.00
6	A	Furnish and Install 16-Inch Diam. Pump Chamber Casing	740	LF	\$ 100.00	\$ 74,000.00	\$ 180.00	\$ 133,200.00	\$ 170.00	\$ 125,800.00
7	A	Cement Grout 16-Inch Diam. Casing	740	LF	\$ 80.00	\$ 59,200.00	\$ 75.00	\$ 55,500.00	\$ 75.00	\$ 55,500.00
8	A	Drill Maximum Diam. Borehole (14.75-Inch) Below 16-Inch Casing Using Reverse Circulation Rotary	860	LF	\$ 650.00	\$ 559,000.00	\$ 400.00	\$ 344,000.00	\$ 350.00	\$ 301,000.00
9	A	Partial Borehole Decommissioning	20	LF	\$ 500.00	\$ 10,000.00	\$ 700.00	\$ 14,000.00	\$ 700.00	\$ 14,000.00
10	A	Furnish and Install 10-Inch Diam. Liner Casing	0	LF	\$ 120.00	\$ -	\$ 115.00	\$ 0.00	\$ 150.00	\$ 0.00
11	A	Furnish and Install 10-Inch Diam. Stainless Steel Well Screen	0	LF	\$ 300.00	\$ -	\$ 550.00	\$ 0.00	\$ 500.00	\$ 0.00
12	A	Furnish and Install Filter Pack	0	LF	\$ 100.00	\$ -	\$ 550.00	\$ 0.00	\$ 240.00	\$ 0.00
13	A	Furnish and Install Filter Pack Seal	0	LF	\$ 200.00	\$ -	\$ 600.00	\$ 0.00	\$ 10,200.00	\$ 0.00
14	A	Furnish and Install Casing Reducer/Guide Tool	1	LS	—	\$ 7,000.00	—	\$ 15,000.00	—	\$ 10,000.00
15	A	Alignment Testing	1	LS	—	\$ 4,000.00	—	\$ 5,000.00	—	\$ 8,000.00
16	A	Video Inspection	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,500.00	\$ 3,000.00
17	A	Well Development	20	HR	\$ 700.00	\$ 14,000.00	\$ 1,000.00	\$ 20,000.00	\$ 500.00	\$ 10,000.00
18	A	Well Disinfection	1	LS	—	\$ 2,000.00	—	\$ 5,000.00	—	\$ 15,000.00
19	A	Furnish, Install, and Remove Test Pump for Pumping Tests	1	LS	—	\$ 60,000.00	—	\$ 150,000.00	—	\$ 75,000.00
20	A	Operate Test Pump for Step-Drawdown and Constant Rate Tests	32	HR	\$ 400.00	\$ 12,800.00	\$ 1,000.00	\$ 32,000.00	\$ 500.00	\$ 16,000.00
21	A	Authorized Standby Time	0	HR	\$ 400.00	\$ -	\$ 350.00	\$ 0.00	\$ 350.00	\$ 0.00
22	A	Complete Wellhead	1	LS	—	\$ 2,000.00	—	\$ 10,000.00	—	\$ 5,000.00
23	A	Site Cleanup	1	LS	—	\$ 20,000.00	—	\$ 20,000.00	—	\$ 15,000.00
24	B	Minor Change	1	FA	Est.	\$ 20,000.00	Est.	\$ 20,000.00	Est.	\$ 20,000.00
25	B	Mobilization	1	LS	—	\$ 150,000.00	—	\$ 130,000.00	—	\$ 125,000.00
26	B	Drill and Install 24-Inch Min. Diam. Surface/Conductor Casing	40	LF	\$ 950.00	\$ 38,000.00	\$ 1,500.00	\$ 60,000.00	\$ 600.00	\$ 24,000.00
27	B	Drill 20-Inch Diam. Borehole Using Mud Rotary	700	LF	\$ 700.00	\$ 490,000.00	\$ 400.00	\$ 280,000.00	\$ 500.00	\$ 350,000.00
28	B	Furnish and Install 16-Inch Diam. Pump Chamber Casing	740	LF	\$ 100.00	\$ 74,000.00	\$ 180.00	\$ 133,200.00	\$ 170.00	\$ 125,800.00
29	B	Cement Grout 16-Inch Diam. Casing	740	LF	\$ 80.00	\$ 59,200.00	\$ 75.00	\$ 55,500.00	\$ 75.00	\$ 55,500.00
30	B	Drill Maximum Diam. Borehole (14.75-Inch) Below 16-Inch Casing Using Reverse Circulation Rotary	860	LF	\$ 650.00	\$ 559,000.00	\$ 400.00	\$ 344,000.00	\$ 350.00	\$ 301,000.00

**BID SUMMARY**

Owner: City of Grandview  
 Project: Country Park Well - Drilling, Casing, and Testing  
 HLA Project No.: 22149  
 Bid Opening Date: February 15, 2023


ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		BIDDER NO. 1		BIDDER NO. 2	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
31	B	Partial Borehole Decommissioning	20	LF	\$ 500.00	\$ 10,000.00	\$ 700.00	\$ 14,000.00	\$ 700.00	\$ 14,000.00
32	B	Furnish and Install 10-Inch Diam. Liner Casing	0	LF	\$ 120.00	\$ -	\$ 115.00	\$ 0.00	\$ 150.00	\$ 0.00
33	B	Furnish and Install 10-Inch Diam. Stainless Steel Well Screen	0	LF	\$ 300.00	\$ -	\$ 550.00	\$ 0.00	\$ 500.00	\$ 0.00
34	B	Furnish and Install Filter Pack	0	LF	\$ 100.00	\$ -	\$ 550.00	\$ 0.00	\$ 240.00	\$ 0.00
35	B	Furnish and Install Filter Pack Seal	0	LF	\$ 200.00	\$ -	\$ 600.00	\$ 0.00	\$ 10,200.00	\$ 0.00
36	B	Furnish and Install Casing Reducer/Guide Tool	1	LS	---	\$ 7,000.00	---	\$ 15,000.00	---	\$ 10,000.00
37	B	Alignment Testing	1	LS	---	\$ 4,000.00	---	\$ 5,000.00	---	\$ 8,000.00
38	B	Video Inspection	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,500.00	\$ 3,000.00
39	B	Well Development	20	HR	\$ 700.00	\$ 14,000.00	\$ 1,000.00	\$ 20,000.00	\$ 500.00	\$ 10,000.00
40	B	Well Disinfection	1	LS	---	\$ 2,000.00	---	\$ 5,000.00	---	\$ 15,000.00
41	B	Furnish, Install, and Remove Test Pump for Pumping Tests	1	LS	---	\$ 60,000.00	---	\$ 150,000.00	---	\$ 75,000.00
42	B	Operate Test Pump for Step-Drawdown and Constant Rate Tests	32	HR	\$ 400.00	\$ 12,800.00	\$ 1,000.00	\$ 32,000.00	\$ 500.00	\$ 16,000.00
43	B	Authorized Standby Time	0	HR	\$ 400.00	\$ -	\$ 350.00	\$ 0.00	\$ 350.00	\$ 0.00
44	B	Complete Wellhead	1	LS	---	\$ 2,000.00	---	\$ 10,000.00	---	\$ 5,000.00
45	B	Site Cleanup	1	LS	---	\$ 20,000.00	---	\$ 20,000.00	---	\$ 15,000.00
46	C	Minor Change	1	FA	Est.	\$ 10,000.00	Est.	\$ 10,000.00	Est.	\$ 10,000.00
47	C	Mobilization	1	LS	---	\$ 30,000.00	---	\$ 50,000.00	---	\$ 105,000.00
48	C	Remove and Inspect Existing Well Pump Equipment	1	LS	---	\$ 20,000.00	---	\$ 40,000.00	---	\$ 28,000.00
49	C	Video Inspection	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,500.00	\$ 3,000.00
50	C	Well Rehabilitation - Mechanical	12	HR	\$ 600.00	\$ 7,200.00	\$ 1,000.00	\$ 12,000.00	\$ 500.00	\$ 6,000.00
51	C	Mobilize Impulse Generation Equipment	1	LS	---	\$ 10,000.00	---	\$ 20,000.00	---	\$ 8,000.00
52	C	Well Rehabilitation - Impulse Generation	12	HR	\$ 600.00	\$ 7,200.00	\$ 2,500.00	\$ 30,000.00	\$ 600.00	\$ 7,200.00
53	C	Well Rehabilitation - Chemical	24	HR	\$ 600.00	\$ 14,400.00	\$ 1,000.00	\$ 24,000.00	\$ 600.00	\$ 14,400.00
54	C	Well Rehabilitation -- Redevelopment	8	HR	\$ 600.00	\$ 4,800.00	\$ 1,000.00	\$ 8,000.00	\$ 600.00	\$ 4,800.00
55	C	Well Rehabilitation and Treatment Chemicals	1	LS	---	\$ 5,000.00	---	\$ 25,000.00	---	\$ 195,600.00
56	C	Control and Disposal of Well Rehabilitation Waste	1	LS	---	\$ 10,000.00	---	\$ 20,000.00	---	\$ 24,000.00
57	C	Furnish, Install, and Remove Test Pump for Pumping Tests	1	LS	---	\$ 60,000.00	---	\$ 140,000.00	---	\$ 125,000.00
58	C	Operate Test Pump for Pumping Tests	4	HR	\$ 400.00	\$ 1,600.00	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00
59	C	Furnish and Install New Well Pump, Motor, and Appurtenances	1	FA	Est.	\$ 100,000.00	Est.	\$ 100,000.00	Est.	\$ 100,000.00
60	C	Well Disinfection	1	LS	---	\$ 2,000.00	---	\$ 5,000.00	---	\$ 15,000.00
61	C	Authorized Standby Time	0	HR	\$ 400.00	\$ -	\$ 350.00	\$ 0.00	\$ 350.00	\$ 0.00
62	C	Site Cleanup	1	LS	---	\$ 10,000.00	---	\$ 20,000.00	---	\$ 10,000.00



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BID SUMMARY				BIDDER NO. 1			BIDDER NO. 2			
<b>Owner: City of Grandview</b> <b>Project: Country Park Well - Drilling, Casing, and Testing</b> <b>HLA Project No.: 22149</b> <b>Bid Opening Date: February 15, 2023</b>				<b>Empire Well Drilling, LLC</b> P.O. Box 3854 Wenatchee, WA 98807			<b>Schneider Equipment, Inc.</b> 21881 River Road NE St. Paul, OR 97137			
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		UNIT PRICE	AMOUNT	ADDITIONAL BID TOTALS	
					UNIT PRICE	AMOUNT			UNIT PRICE	AMOUNT
		Schedule A Bid Subtotal				\$ 1,668,800.00		\$ 1,441,700.00		\$ 1,454,300.00
		8.0% Sales Tax - Schedule A				\$ 133,504.00		\$ 115,336.00		\$ 116,344.00
		<b>SCHEDULE A - TOTAL</b>				<b>\$ 1,802,304.00</b>		<b>\$ 1,557,036.00</b>		<b>\$ 1,570,644.00</b>
		Schedule B Bid Subtotal				\$ 1,526,000.00		\$ 1,298,700.00		\$ 1,172,300.00
		8.0% Sales Tax - Schedule B				\$ 122,080.00		\$ 103,896.00		\$ 93,784.00
		<b>SCHEDULE B - TOTAL</b>				<b>\$ 1,648,080.00</b>		<b>\$ 1,402,596.00</b>		<b>\$ 1,266,084.00</b>
		Schedule C Bid Subtotal				\$ 296,200.00		\$ 513,000.00		\$ 658,000.00
		8.0% Sales Tax - Schedule C				\$ 23,696.00		\$ 41,040.00		\$ 52,640.00
		<b>SCHEDULE C - TOTAL</b>				<b>\$ 319,896.00</b>		<b>\$ 554,040.00</b>		<b>\$ 710,640.00</b>
		<b>SCHEDULE A+C BID TOTAL</b>				<b>\$ 2,122,200.00</b>		<b>\$ 2,111,076.00</b>		<b>\$ 2,281,284.00</b>
		<b>SCHEDULE B+C BID TOTAL</b>				<b>\$ 1,967,976.00</b>		<b>\$ 1,956,636.00</b>		<b>\$ 1,976,724.00</b>
ENGINEER'S REPORT										
Competitive bids were opened <b>February 15, 2023</b> . All bids have been reviewed by this office. We recommend the contract be awarded to: <b>Empire Well Drilling, LLC.</b>										
										
				February 16, 2023						
				Date						
										
Project Engineer _____										
*Bid results can be found at: <a href="http://hlacivil.com">hlacivil.com</a>										
*Highlighted amounts have been corrected.										

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

<b>ITEM TITLE</b>  Resolution approving a Mutual Aid Agreement for Fire Protection and Emergency Services between U.S. Department of Energy – Hanford Site and the City of Grandview Fire Department	<b>AGENDA NO.:</b> New Business 4 (D)  <b>AGENDA DATE:</b> March 14, 2023
<b>DEPARTMENT</b>  Fire Department	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)

**DEPARTMENT DIRECTOR REVIEW**  


<b>CITY ADMINISTRATOR</b> 	<b>MAYOR</b> 
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**ITEM HISTORY** (Previous council reviews, action related to this item, and other pertinent history)

The Grandview Fire Department has a mutual aid agreement in place with the U.S. Department of Energy – Hanford Site aka Hanford Fire Department at this time.

**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.

This agreement allows for the Fire Departments to share resources in situations beyond the capability of either one of the departments independently. This agreement has already proved useful in the past and is a great resource for our department. The proposed agreement has been reviewed and approved by the City Attorney.

**ACTION PROPOSED**

Move a resolution approving a Mutual Aid Agreement for Fire Protection and Emergency Services between U.S. Department of Energy – Hanford Site and the City of Grandview Fire Department to a regular Council meeting for consideration.



**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING A MUTUAL AID AGREEMENT FOR FIRE PROTECTION AND  
EMERGENCY SERVICES BETWEEN U.S. DEPARTMENT OF ENERGY – HANFORD  
SITE AND THE CITY OF GRANDVIEW FIRE DEPARTMENT**

**WHEREAS**, the City of Grandview and the U.S. Department of Energy – Hanford Site aka Hanford Fire Department have previously entered into a Mutual Aid Agreement for the benefit of mutual aid in fire prevention, the protection of life and property from fire, firefighting, emergency medical and disaster response, and

**WHEREAS**, the Interlocal Agreement has or is about to expire, and

**WHEREAS**, the City of Grandview wishes to continue said mutual aid agreement,

**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 Mutual Aid Agreement with the U.S. Department of Energy – Hanford Site 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 \_\_\_\_\_, 2023.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**MUTUAL AID AGREEMENT (MAA)  
FOR FIRE PROTECTION AND EMERGENCY SERVICES  
BETWEEN U.S. DEPARTMENT OF ENERGY - HANFORD SITE  
AND  
CITY OF GRANDVIEW FIRE DEPARTMENT**

This Mutual Aid Agreement (MAA) is made and entered into between the U.S. Department of Energy, Richland Operations Office, (DOE) as relates to the Hanford Fire Department, hereinafter referred to as the HFD, and the City of Grandview Fire Department, hereinafter referred to as “the City” of Yakima County, Washington. This agreement is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property for emergency response activities including, but not limited to emergency medical assistance, firefighting, and disaster response.

1. AUTHORITIES

The DOE and the City have entered into this MAA under the following authorities:

- Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66, 42 U.S.C 1856a-d)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Public Law 93-288, as amended, 42 U.S.C. 5 121-5207)
- Federal Fire Prevention and Control Act of October 29, 1974 et seq. (88 Stat. 1535; 15 U.S.C. 220 1)
- RCW 38.52.091, Mutual Aid, and Interlocal Agreements

2. CONDITIONS

The DOE and the City have entered into this MAA under the following conditions:

- 2.1 This MAA is neither a fiscal nor a funds obligation document.
- 2.2 This Agreement is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any of the Parties. This MAA shall not be construed to provide a private right or cause of action for or by any person or entity.
- 2.3 All agreements herein are subject to, and will be carried out in compliance with, all applicable Federal laws, regulations, and other legal requirements.

3. OPERATIONAL PROVISIONS

Accordingly, all Parties agree to the following:

- 3.1 Upon request by a representative of HFD to a representative of the City, emergency response equipment and personnel will be dispatched when available to any point within the jurisdiction of HFD, as desired by the representative of HFD.
- 3.2 Upon request by a representative of the City to a representative of HFD, emergency response equipment and personnel will be dispatched when available to any point within the jurisdiction of the City, as desired by the representative of the City.
- 3.3 Assistance under this agreement is not mandatory, but the Party receiving the request for assistance will immediately inform the requesting Party if, for any reason, assistance cannot be rendered.

3.4 Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- The requesting Party will be responsible for Incident Command duties and responsibilities within their jurisdiction.
- Any requests for mutual aid under this Agreement will specify the location to which the equipment and personnel are to be dispatched; however, a representative of the responding Party will determine the amount and type of equipment and number of personnel to be provided.
- Any requests for mutual aid under this Agreement will specify to the responding Party the radio communications channel and zone to which the requesting Party is operating.
- The responding Party will report to the Officer in charge (e.g., Incident Command) of the requesting Party at the location to which the equipment is dispatched and will be subject to orders of the Officer.
- The responding Party will be released by the requesting Party when the services of the responding Party are no longer required or when the responding Party is needed within the area for which it normally provides emergency response.
- The requesting Party must return any property of the responding party, when feasible, as soon as property is identified by either the requesting or the responding Party.
- Any requests for mutual aid under this Agreement will be coordinated and communicated through the appropriate agency dispatch center.

3.5 Each Party waives all claims against the other Party for compensation for any loss, damage, injury, or death occurring at the performance of this Agreement.

#### 4. ADMINISTRATION

- 4.1 The Chief Fire Officers and personnel of the HFD and the City of this Agreement are to continue the invitation and encouragement, on a reciprocal basis, to meet and discuss ongoing departmental relationships, visit each other's activities for guided familiarization tours, consistent with local security requirements and, as feasible, to jointly conduct pre-planning activities and trainings.
- 4.2 The Chief Fire Officers and technical heads of the fire departments in this Agreement are authorized to meet and draft any detailed plans, processes, or procedures of operations necessary to effectively implement this Agreement.
- 4.3 The Chief Fire Officers and technical heads of the fire departments in this Agreement are authorized and directed to review this Agreement routinely to identify any necessary changes or conditions that warrant action. Modification of this Agreement is not authorized without the other Party's agreement.
- 4.4 All personnel acting for HFD under this Agreement will be an employee or subcontractor employee member of HFD.
- 4.5 All personnel acting for the City under this Agreement will be an employee or volunteer member of the City.
- 4.6 This Agreement shall become effective upon the date of signatures and remain in full effect until cancelled or through the update of a subsequent Agreement with the Parties.
- 4.7 Cancellation of the Agreement requires written notification by one Party to the other Party, giving (30) days notice of said cancellation.

5.0 APPROVAL

Richland Operations Office, Department of Energy  
Security, Emergency Services, and Information

By: Tim J. Haddick

Date:

CITY OF GRANDVIEW

\_\_\_\_\_  
Mayor Gloria Mendoza

Attest:

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

Approved as to form:

\_\_\_\_\_  
City Attorney

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

**ITEM TITLE**

Resolution accepting the fuel bid from Valley Wide Cooperative for the year beginning April 1, 2023 to March 31, 2024

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

**AGENDA DATE:** March 14, 2023

**DEPARTMENT**

Equipment Rental

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

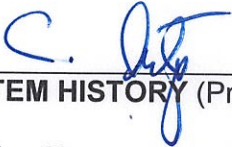
**DEPARTMENT DIRECTOR REVIEW**

Anita Palacios, City Clerk



**CITY ADMINISTRATOR**

**MAYOR**




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

The City uses a common strategy of having bidders provide a bid that is compared to the Oil Information Price Service (OPIS) rack price for a specified location. The bidder is bidding their margin of markup over the rack price for the delivery location they specify. If fuel prices increase or decrease, the price is adjusted accordingly, but the margin as bid must remain the same.

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

Bids to provide fuel for the year beginning April 1, 2023 to March 31, 2024 were opened on March 8, 2023.

One bid was received as follows:

<b>REGULAR UNLEADED</b>	Valley Wide Cooperative
Seller's cost per gallon	\$2.8861
Margin bid above seller's cost excluding taxes	\$0.14
<b>TOTAL</b>	<b>\$3.0261</b>

<b>DIESEL</b>	Valley Wide Cooperative
Seller's cost per gallon	\$3.6051
Margin bid above seller's cost excluding taxes	\$0.14
<b>TOTAL</b>	<b>\$3.7451</b>

**ACTION PROPOSED**

Move a resolution accepting the fuel bid from Valley Wide Cooperative for the year beginning April 1, 2023 to March 31, 2024 to a regular Council meeting for consideration.

RESOLUTION NO. 2023-\_\_\_\_\_

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE FUEL BID FROM VALLEY WIDE COOPERATIVE FOR THE  
YEAR BEGINNING APRIL 1, 2023 TO MARCH 31, 2024**

**WHEREAS**, the City has solicited bids from qualified fuel companies to provide vehicle fuel to the City of Grandview for the year beginning April 1, 2023 to March 31, 2024; and,

**WHEREAS**, the City received one (1) bid in response to such solicitation; and,

**WHEREAS**, the City Council finds and determines that Valley Wide Cooperative is the lowest responsible bidder;

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

That the bid submitted by the Valley Wide Cooperative, as set forth in the attached bid, is hereby approved and accepted, and the Mayor is hereby authorized to execute any and all documents necessary or appropriate to accomplish such transaction.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2023.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**BID FORM**

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will furnish petroleum products and documentation as specified herein as follows:

Bidder's Major Supplier is: Cenex and the OPIS price adjustment reference city shall be: \_\_\_ Seattle; \_\_\_ Spokane; \_\_\_ Moses Lake; \_\_\_ Portland; or  Pasco.

	<u>Regular Unleaded</u>	<u>Diesel</u>
Estimated Annual Gallons:	<u>28,000</u>	<u>14,500</u>
Seller's Cost Per Gallon for <b>Friday, March 3, 2023</b> :	<u>2.8861</u>	<u>3.6051</u>
Margin Bid Above Seller's Cost Excluding Taxes:	<u>0.14</u>	<u>0.14</u>
TOTAL:	<u>3.0261</u>	<u>3.7451</u>

Location(s) of 24-Hour Pumping Facilities with a minimum number of two fueling islands:  
940 E. Wine Country Rd.

Description of Method to be Used to Meet Bid Specifications B Through E:  
Customer will be issued fuel cards to meet requirements

This bid shall be valid for a period of thirty (30) days from the bid opening date.

Bidders Name: ~~Valley~~ Justin Carcy

Company Name: Valley Wide Coop

Mail Address: 940 E. Wine Country Rd. Ste B

Telephone Number: 509-882-3764 Fax Number: 509-882-2353

Signature of Authorized Official: Justin Carcy

Title of Official: Energy Location Manager



**CITY OF GRANDVIEW  
CALL FOR BIDS TO SUPPLY VEHICLE FUEL**

NOTICE IS HEREBY GIVEN that the City of Grandview, Washington, will receive sealed bids at the office of the City Clerk, 207 West Second Street, Grandview, WA 98930, until **11:00 a.m., Wednesday, March 8, 2023**, for providing vehicle fuel using a card controlled fuel purchase system.

The City uses approximately 42,500 gallons of gasoline and diesel fuel per year. The bids shall be for the year beginning April 1, 2023 to March 31, 2024.

Bids must comply with the "Instruction to Bidders" and be submitted in envelopes marked "Fuel Bid". Bid packets are available from the City Clerk, 207 West Second Street, Grandview, WA 98930, PH: (509) 882-9200, email: [anitap@grandview.wa.us](mailto:anitap@grandview.wa.us).

The City of Grandview reserves the right to accept or reject any or all bids and to waive informalities.

**CITY OF GRANDVIEW**  
Anita G. Palacios, MMC  
City Clerk

Publish: Grandview Herald – Wednesday, February 22, 2023



**CITY OF GRANDVIEW  
INSTRUCTIONS TO BIDDERS  
FUEL BID**

**SUBMISSION OF BIDS**

Sealed bids shall be addressed or delivered to:  
City Clerk  
City of Grandview  
207 West Second Street  
Grandview, WA 98930

The bid envelope shall be clearly marked "FUEL BID."

**CLOSING DATE**

Bids will be received until **11:00 a.m., Wednesday, March 8, 2023.**

**BID OPENING**

Bids will be opened and publicly read aloud in the Council Chambers, City Hall, 207 West Second Street, Grandview, Washington, at **11:00 a.m., Wednesday, March 8, 2023**, at which time interested parties may be present to witness the bid opening.

**ACCEPTABILITY OF BIDS**

Bids must be submitted on the City of Grandview bid form and placed in a sealed envelope. The words "Fuel Bid" must be clearly marked on the front of the envelope.

The bid form must contain the bidders business or home address and must be signed by a duly authorized official.

Bids that are unsigned, incomplete, illegible, unbalanced, obscure, or with any other irregularities may be rejected. The City Council reserves the right to accept any or all bids or any portion thereof and to waive minor irregularities and informalities, at the City's discretion.

The bid shall be valid for thirty (30) calendar days following the bid opening date.

**Prices shall be filled in where indicated on the bid form. Prices shall be net, free on board (FOB) Grandview unless otherwise stated, and shall not include any taxes, nor shall they be subject to any discounts or other conditions.**

**BID SPECIFICATIONS**

The products shall conform to the requirements of the Tentative Specifications for Gasoline as approved by the American Society for Testing Materials, ASTM Designation D 439-81. The minimum octane rating shall conform to the Average Knock Index (R+M/2) as follows:

"Regular Unleaded" Minimum Octane 87

The seasonal variation in volatility and vapor pressure shall be substantially maintained in accordance with the schedule set up for the State of Washington as set forth in ASTM specifications above noted.

Bidders shall give the following information relative to each grade of gasoline bid in the spaces provided:

1. The name of the brand under which the gasoline is offered for sale to the general public:

"Regular Unleaded" gasoline: Cenex

"Diesel": Cenex

2. The nature of any added substances other than volatile petroleum hydrocarbons.

"Regular Unleaded" gasoline: 10% Ethanol

3. The guaranteed average and minimum, Octane Number for "Regular Unleaded" grade:

"Regular Unleaded" Average 87 Minimum 87

4. The guaranteed average and maximum Sulphur Content in "Diesel"

Grade No. 2: Average less than 15 ppm Minimum less than 15 ppm

All bids shall be made for a card controlled fuel purchase system for regular gasoline, unleaded gasoline, and diesel fuel. Ease of City staff operation and accounting time for this system will be taken into consideration when determining the low bid.

- A. There must be a "card lock" pumping location in the City of Grandview with 24 hour service and a **minimum number of two fueling islands**.
- B. At the time of purchase, the vehicle, person obtaining fuel, and odometer reading must be identified and recorded by the supplier.
- C. The supplier shall furnish two numbered cards for each vehicle. There are approximately 70 vehicles.
- D. The supplier shall provide security codes for all City vehicle operators, to be used in conjunction with the vehicle cards for purchases of fuel. There are approximately 60 employees.
- E. The supplier must provide a monthly accounting that must include an itemized account detailing the activity of each vehicle. This accounting as a minimum must sub-total by vehicle and list: date, time, vehicle card number, person obtaining fuel, odometer reading, type of fuel, gallons and actual price charged. Each monthly billing shall also include copies of the appropriate weekly OPIS publication for that billing cycle or the major supplier's price change letter.

## PRICING, PRICE ESCALATION - BULK FUELS

- A. Contract prices will be allowed to increase or decrease after bid opening and during the term of the contract. All contract price adjustments shall be based on the change in the vendor's major supplier's listed price for one of the following P.A.D cities: Seattle, Spokane, Portland, Moses Lake, or Pasco as reported in the weekly publications, Oil Price Information Service (OPIS) published by the United Communications Group. A second method shall be to reference the major supplier's price change letter which reflects changes at the location of your plant.
- B. Bidder shall specify his supplier (See Requirements and the Bid Proposal) and the price adjustment reference city (Seattle, Spokane, Portland, Moses Lake, or Pasco) to be used for contract price adjustments on the Bid Proposal. Only one supplier and one reference city may be specified by each bidder. **A copy of the appropriate OPIS publication, or in the case of the second method (above) the calculation price shall be your buying price per gallon with Federal and State taxes excluded, used as a bidding reference and must be included with the bid submitted.** If OPIS does not list one or more supplier product prices for a reference city, the listed average price for that city shall be used.
- C. Any upward or downward change in the major supplier's prices from one OPIS publication to the next, or change in the price from the major supplier's price change letter will be added or subtracted from the previous contract price but the margin as bid will remain the same. It is important to note that the difference between the Bid Price and the selected OPIS Price or major suppliers price change letter at the time of the bid, must be maintained throughout the period of the contract. The effective date of the price change will be on Thursday following the date of the publication which reflects the price change.
- D. The first price adjustment shall be based on the difference in the prices for the last OPIS publication issue or major supplier's price change letter prior to the effective date of the contract. Any upward or downward change in the comparison of prices will be added to or subtracted from bid prices with the effective date of such change to be the **first of April 2023** rather than the following Thursday.

## BIDDERS QUALIFICATIONS

Bidders may be required to submit evidence as to their ability to supply and provide the above defined service and should be prepared to satisfy the City as to their competency to meet the specifications and conditions. Bidders, when required by law, shall be licensed and bonded by the State of Washington.

## CONDITIONS

The bidder is fully responsible for obtaining all information for the preparation of this bid.

## LIABILITY

The bidder shall ensure that the City, it's officers and employees, are held harmless from any liability whatsoever arising out of the bidder's performance or non-performance of the term of this bid, including the performance and non-performance by any sub-contractor or employee.

**CONTRACTORS PROTECTIVE CLAUSE**

There shall be no obligation to deliver any or all of the products included in this proposal in the customary manner when such deliveries are prevented or hindered by Act of God, fire, strike, partial or total interruptions or loss or shortage of transportation facilities, or by other similar or different acts of civil or military authorities, or by other like causes beyond the control of the contractor.

**FURTHER INFORMATION**

Contact Anita Palacios, City Clerk, 207 West Second Street, Grandview, Washington, 98930, or PH: (509) 882-9200, email [anitap@grandview.wa.us](mailto:anitap@grandview.wa.us).

**Patty Bautista**

**From:** CHS Planet Press <ENERGYRFPICING@CHSINC.COM>  
**Sent:** Friday, March 3, 2023 3:19 PM  
**Subject:** Refined Fuels Price Notification

This sender is trusted.

CHS Inc -CENEX - Rack Pricing  
This e-mail is intended solely for the individual(s) named above. It contains CONFIDENTIAL and/or proprietary information and should NOT be forwarded.

Rack Pricing for: VALLEY WIDE COOPERATIVE INC

CENEX  
WA HILLYARD - HFT  
LAST UPDATED 03/03/2023 17:17  
EFFECTIVE 03/03/2023 18:00

PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
UL 10% ETH	870 +0.0376	2.8109	MG 3B 10% ETH	890 +0.0305	2.9709
PUL 10% ETH	920 +0.0389	3.1379	CENEX ROADMASTER XL	+0.0369	3.6061
CENEX RDMSTR XL W/CFI	+0.0369	3.6286	ULSD15 RUBY FLDMSTR	+0.0369	3.6101
ULSD15 R FLDMSTR W/CF	+0.0369	3.6326	ULSD15 #2 CLEAR	+0.0369	3.5586
ULSD15 #2 DYED	+0.0369	3.5626	ULSD15 #2 CFI CLEAR	+0.0369	3.5811
ULSD15 #2 CFI DYED	+0.0369	3.5851			

CENEX  
WA PASCO - TWB  
LAST UPDATED 03/03/2023 17:17  
EFFECTIVE 03/03/2023 18:00

PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
UL 10% ETH	870 +0.0363	2.8861	MG UL 10% ETH	890 +0.0223	3.0482
PUL 10% ETH	920 +0.0362	3.2271	ETHANOL	+0.0455	2.4192
CENEX ROADMASTER XL	+0.0344	3.6526	ULSD15 RUBY FLDMSTR	+0.0344	3.6566
ULSD15 #1 CLEAR	+0.0219	4.1414	ULSD15 #1 DYED	+0.0219	4.1454
ULSD15 #2 CLEAR	+0.0344	3.6051	ULSD15 #2 DYED	+0.0344	3.6091

CENEX  
MT MISSOULA - CNX  
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PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
UL 10% ETH	870 +0.0304	2.5239	MG 3B 10% ETH	890 +0.0366	2.7176
PREMIUM UL	910 +0.0231	3.1481	PUL 10% ETH	930 +0.0231	3.0688
PUL 3B 10% ETH	910 +0.0231	2.8668	ULSD15 WNTRMSTR CLR	+0.0286	3.7799
ULSD15 WNTRMSTR DYE	+0.0286	3.7839	CENEX ROADMASTER XL	+0.0286	3.3826
CENEX RDMSTR XL SE	+0.0286	3.5579	CENEX RDMSTR XL WA IV	+0.0286	3.3951
ULSD15 RUBY FLDMSTR	+0.0286	3.3866	ULSD15 R FLDMSTR SE	+0.0286	3.5619
ULSD15 R FLDMSTR WA I	+0.0286	3.3991	ULSD15 #1 CLEAR	+0.0286	3.8902
ULSD15 #1 DYED	+0.0286	3.8942	ULSD15 #2 CLEAR	+0.0286	3.3351
ULSD15 #2 DYED	+0.0286	3.3391	ULSD15 #2 WA IV CLEAR	+0.0286	3.3476
ULSD15 #2 WA IV DYED	+0.0286	3.3516			

CENEX  
MT LOGAN - CNX  
LAST UPDATED 03/03/2023 17:17  
EFFECTIVE 03/03/2023 18:00

PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
UL 10% ETH	870 +0.0230	2.6430	MG 3B 10% ETH	890 +0.0400	2.8381
PREMIUM UL	910 +0.0283	3.3043	PUL 10% ETH	930 +0.0284	3.2403
PUL 3B 10% ETH	910 +0.0284	3.0382	ULSD15 WNTRMSTR CLR	+0.0384	3.8031
ULSD15 WNTRMSTR DYE	+0.0384	3.8071	CENEX ROADMASTER XL	+0.0384	3.4057
CENEX #1 ROADMASTER X	+0.0384	3.9608	CENEX RDMSTR XL SE	+0.0384	3.5810
CENEX RDMSTR XL WA IV	+0.0384	3.4182	ULSD15 RUBY FLDMSTR	+0.0384	3.4097
ULSD15 #1 R FLDMSTR	+0.0384	3.9648	ULSD15 R FLDMSTR SE	+0.0384	3.5850
ULSD15 R FLDMSTR WA I	+0.0384	3.4222	ULSD15 #1 CLEAR	+0.0384	3.9133
ULSD15 #1 DYED	+0.0384	3.9173	ULSD15 #2 CLEAR	+0.0384	3.3582
ULSD15 #2 DYED	+0.0384	3.3622	ULSD15 #2 WA IV CLEAR	+0.0384	3.3707
ULSD15 #2 WA IV DYED	+0.0384	3.3747			

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CENEX
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PRODUCT - BRANDED CHANGE GROSS PRODUCT - BRANDED CHANGE GROSS
UL 10% ETH 870 +0.0230 2.6431 PREMIUM UL 910 +0.0282 3.3043
PUL 3B 10% ETH 910 +0.0283 3.0382 ULSD15 #1 CLEAR +0.0384 3.9133
ULSD15 #1 DYED +0.0384 3.9173 ULSD15 #2 CLEAR +0.0384 3.3582
ULSD15 #2 DYED +0.0384 3.3622
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CENEX
WA MOSES LAKE - P66
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PRODUCT - BRANDED CHANGE GROSS PRODUCT - BRANDED CHANGE GROSS
UL 10% ETH LAC 870 +0.0337 2.7967 MID GR 3WAY BLD 10890 +0.0337 2.9482
PREM UNL 10% ETH L920 +0.0337 3.1300 ULSD15 #2 CLEAR +0.0319 3.4793
ULSD15 #2 DYED +0.0319 3.5043 ULSD15 #2 CFI CLEAR +0.0319 3.5093
ULSD15 #2 CFI DYED +0.0319 3.5343
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CENEX
OR UMATILLA - TWB
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PRODUCT - BRANDED CHANGE GROSS PRODUCT - BRANDED CHANGE GROSS
ULSD15 #2 CLEAR +0.0344 3.7566 ULSD15 #2 DYED +0.0344 3.7616
ULSD15 #2 CLEAR B20 +0.0320 3.2954 ULSD15 #2 CLEAR B5 +0.0409 3.2844
ULSD15 #2 DYED B5 +0.0409 3.2894 ULSD15 #2 DYED B20 +0.0320 3.3004
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CENEX
WA ANACORTES - TES
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PRODUCT - BRANDED CHANGE GROSS PRODUCT - BRANDED CHANGE GROSS
BLD CLEAR UNL LAC 870 +0.0207 3.4786 UL 10% ETH LAC 870 +0.0160 2.9886
MID GRADE UL LAC 890 +0.0052 3.5518 PREM UNL 10% ETH L920 +0.0234 3.4771
ULSD15 #2 CLEAR +0.0203 3.5100 ULSD15 #2 DYED +0.0203 3.5140
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CENEX
WA SEATTLE - BPP
LAST UPDATED 03/03/2023 17:17
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PRODUCT - BRANDED CHANGE GROSS PRODUCT - BRANDED CHANGE GROSS
BLENDED CLEAR UNL870 +0.0094 3.2547 UL 10% ETH 870 -0.0611 3.1033
MG 3B 10% ETH 890 +0.0247 3.1511 PUL 10% ETH 920 +0.0304 3.3758
ULSD15 #1 CLEAR +0.0358 3.7778 ULSD15 #1 DYED +0.0358 3.7828
ULSD15 #2 CLEAR +0.0358 3.4815 ULSD15 #2 DYED +0.0358 3.4865
ULSD15 #2 CLEAR B20 +0.0149 3.3928 ULSD15 #2 DYED B20 +0.0149 3.3978
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CENEX
WA TACOMA - USO
LAST UPDATED 03/03/2023 17:17
EFFECTIVE 03/03/2023 18:00
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PRODUCT - BRANDED CHANGE GROSS PRODUCT - BRANDED CHANGE GROSS
BLENDED CLEAR UNL870 +0.0126 3.3910 UL 10% ETH 870 +0.0141 3.0000
MID GRADE UL 890 +0.0061 4.0504 MG 3B 10% ETH 890 +0.0154 3.1852
PREMIUM UL 920 +0.0058 4.2824 PUL BG 10% ETH 920 +0.0194 3.3351
CENEX ROADMASTER XL +0.0375 3.5174 ULSD15 RUBY FLDMSTR +0.0375 3.5214
ULSD15 #2 CLEAR +0.0375 3.4699 ULSD15 #2 DYED +0.0375 3.4739
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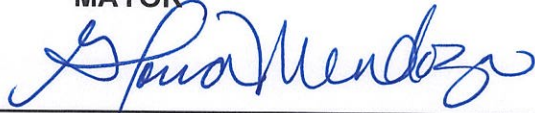
**Confidential Communication:** E-mails from this company normally contain confidential and privileged material, and are for the sole use of the intended recipient. Use or distribution by an unintended recipient is prohibited, and may be a violation of law. If you believe that you received this e-mail in error, please do not read this e-mail or any attached items. Please delete the e-mail and all attachments, including any copies thereof, and inform the sender that you have

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

<b>ITEM TITLE</b>	<b>AGENDA NO.</b> New Business 4 (F)
Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Garrison Law Offices, Inc., P.S.	<b>AGENDA DATE:</b> March 14, 2023
<b>DEPARTMENT</b>	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)
City Attorney & City Clerk	

**DEPARTMENT HEAD REVIEW**

Anita Palacios, City Clerk (Municipal Court) 

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

**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.

Staff has re-negotiated contract terms with Garrison Law Offices, Inc., P.S., to provide conflict indigent defense counsel, see attached Public Defender Agreement. It would be in the best interest of the City to re-negotiate a contract with Garrison Law Offices, Inc., P.S., to provide conflict indigent defense counsel.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Garrison Law Offices, Inc., P.S., to the regular Council meeting for consideration.

RESOLUTION NO. 2023-\_\_\_\_\_

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A PUBLIC DEFENDER AGREEMENT  
FOR CONFLICT INDIGENT DEFENSE COUNSEL WITH  
GARRISON LAW OFFICES, INC, P.S.**

**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 and Garrison Law Offices, Inc., P.S., have negotiated a contract for conflict indigent services commencing March 15, 2023 and expiring on December 31, 2024; 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 Garrison Law Offices, Inc., P.S., in the form attached hereto, 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 Garrison Law Offices, Inc., P.S., in the form attached hereto 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 \_\_\_\_\_, 2023.

**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 March 2023, by and between Garrison Law Offices, Inc. P.S., 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 516 S. 7th Street, Sunnyside, WA, 98944; and

WHEREAS, the parties hereto are desirous of effectuating an agreement whereby the Public Defender will provide legal services for indigent defendants in the Grandview Municipal Court and its various departments; now, therefore,

IT IS HEREBY mutually agreed as follows:

1. **Duties.** The Public Defender shall provide high quality defense attorney services for indigent defendants charged with misdemeanor and gross misdemeanor allegations occurring within the City of Grandview and processed by the City of Grandview Municipal Court where the City's primary public defender has a conflict that prevents representation of the defendant or defendants.

2. **Public Defender Availability.** Public Defender 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 the client described in Section 1 herein during the course of representing said client.

3. **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 (except mileage as set forth in Section 7), 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.

4. **Insurance.** 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 Two Hundred Fifty Thousand Dollars (\$250,000) 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 Two Hundred Thousand Dollars (\$200,000) 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.

5. **Specific Duties.** 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.

6. **Term and Renegotiation.** This Agreement shall commence on March 15, 2023 and expires on December 31, 2024.

7. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in an amount of \$170.00 per hour plus mileage at the current I.R.S. rate, payable upon proper voucher for the same, submitted by the Public Defender and received by the City Clerk at City Hall, Grandview, Washington. Payment shall be sought and paid upon certification that the case has been resolved and closed. All payments shall be made to:

Garrison Law Offices, Inc. P.S.  
516 S. 7th Street  
Sunnyside, WA 98944

For purposes of compensation, case will be "resolved" and may be closed by Public Defender, and he may request to withdraw, after a finding of guilt in a pending criminal case, after the probation matter for which a hearing is currently set is resolved, or after the issues to be reviewed on a Deferred Prosecution or SOC have been decided.

8. **Client Transport.** 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.

9. **Expert Witnesses.** 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.

10. **Costs and Fees Assessed Against Defendants.** 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.

11. **Assignment.** The Public Defender shall not assign, transfer, or subcontract this Agreement without obtaining prior written approval from the City.

12. **Successors Bound.** Subject to the provisions of Section 11, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

13. **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. 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.

14. **Taxes and Assessments.** 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.

15. **Independent Contractor.** 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.

16. **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.

17. **Non discrimination.** 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.

18. **Termination.** The City of Grandview 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.

19. **Governing Law.** 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.

20. **Venue.** 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, Washington

21. **Integration.** 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.

22. **Waiver of Breach.** 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 March, 2023.

CITY OF GRANDVIEW

PUBLIC DEFENDER

By: \_\_\_\_\_  
Gloria Mendoza, Mayor  
207 West Second Street  
Grandview, WA 98930

By: \_\_\_\_\_  
Doug Garrison, WSBA #30857  
516 S. 7th Street  
Sunnyside, 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. 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 as appropriate 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.**

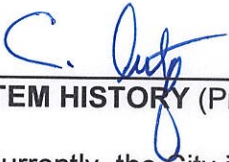
Prevent continuances and delays within attorney's control

- **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.**

**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
CITY COUNCIL MEETING**

<b>ITEM TITLE</b> ARPA New Business Grants	<b>AGENDA NO.:</b> New Business 4 (G) <b>AGENDA DATE:</b> March 14, 2023
<b>DEPARTMENT</b> ARPA Committee	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)
<b>DEPARTMENT HEAD REVIEW</b>	

**CITY ADMINISTRATOR**



**MAYOR**



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

Currently, the City is offering five (5) \$10,000 one-time business grants for a “new business” that locates to the City of Grandview.

**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.

On March 7, 2023, the ARPA Scoring Committee met to evaluate ten (10) applications that are considering opening a new business and/or service. At this meeting, the Committee recommended the following two proposed businesses be awarded a one-time grant in the amount of \$10,000.

- Chapa’s House of Steak and Wings
- Juice Mae LLC

**ACTION PROPOSED**

Move approval of the two businesses to receive a one-time \$10,000 grant funded by the City’s ARPA Funds to a regular Council meeting for consideration.