

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, MAY 13, 2025**



**This meeting will be held in person  
and will also be available via teleconference.**

**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.**

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

**PAGE**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. NEW BUSINESS**
  - A. 2025-27 Capital Construction Budget Funding Announcement 1-4
  - B. Resolution accepting the bid for the Bonnieview Water Main Looping and authorizing the Mayor to sign all contract documents with Ascent Foundation & More, LLC 5-9
  - C. Ordinance amending the 2025 Annual Budget 10-16
  - D. Resolution authorizing the Mayor to sign a Public Defender Agreement with Garrison Law Offices, Inc., P.S. 17-29
  - E. Resolution declaring certain City property from the Police Department as surplus and authorizing disposal by public auction, sale or trade 30-31
- 4. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 5. MAYOR & COUNCILMEMBER REPORTS**
  - A. Sub-Committee Updates
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, May 13, 2025 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/81192420288?pwd=n1sY5aQIN2q2CB7vHaMw1vRDFagREU.1>

To join via phone: +1 253 215 8782

Meeting ID: 811 9242 0288

Passcode: 678653

**Anita Palacios**

---

**From:** Hemingway, Annalise <Annalise.Hemingway@leg.wa.gov> on behalf of Mendoza, Rep. Gloria <Gloria.Mendoza@leg.wa.gov>  
**Sent:** Monday, May 5, 2025 7:29 AM  
**To:** Shane Fisher  
**Cc:** Anita Palacios; gretchen@grandview.waus  
**Subject:** Representative Gloria Mendoza - 2025-27 Capital Construction Budget Funding  
**Attachments:** Representative Gloria Mendoza - 2025-27 Capital Construction Budget Funding for Grandview WA.pdf

---

**CAUTION:** External Email

---

Good morning,

Please find the attached letter from Representative Mendoza regarding the 2025-27 Capital Construction Budget Funding for 14<sup>th</sup> Legislative District.

We are happy to answer any questions.

Kindest regards,

**Annalise Hemingway**

Legislative Assistant to Representative Gloria Mendoza

Washington State 14th Legislative District

Office: 360.786.7960 | Cell: 360.786.7345

[Sign Up for Representative Mendoza's E-Newsletters](#)

**FIX WASHINGTON.**

STATE REPRESENTATIVE  
14<sup>th</sup> LEGISLATIVE DISTRICT  
GLORIA MENDOZA

State of  
Washington  
House of  
Representatives



TRANSPORTATION  
RANKING MINORITY MEMBER  
POSTSECONDARY EDUCATION &  
WORKFORCE  
ENVIRONMENT & ENERGY

**Dear Shane,**

**CC: Anita Palacios & Gretchen Chronis**

I am pleased to share that Washington State's 2025–27 Biennial Capital Budget includes meaningful support for the 14th Legislative District. This funding will directly strengthen the services and resources available to the communities in the 14th Legislative District.

**This key area of support includes:**

- **Grandview Police Center: \$550,000**
- **Grandview Splash Pad: \$108,000**

We are extremely proud to help bring these resources to the 14th District and will continue working to ensure the needs of our communities are being heard in Olympia, Washington.

Thank you for your partnership and for the work you do to serve our shared community in the 14th Legislative District.

Sincerely,

Gloria Mendoza  
State Representative

A handwritten signature in black ink that reads "Gloria Mendoza".

**Anita Palacios**

---

**From:** Manjarrez, Rep. Deb <Deb.Manjarrez@leg.wa.gov>  
**Sent:** Wednesday, May 7, 2025 12:11 PM  
**To:** Ashley Lara; Shane Fisher  
**Cc:** Anita Palacios; Gretchen Chronis; Popoff, Elizabeth  
**Subject:** 14th Legislative District - 2025-27 Capital Construction Funding for City of Grandview  
**Attachments:** Representative Deb Manjarrez - 2025-27 Capital Construction Budget Funding for City of Grandview.pdf

---

**CAUTION:** External Email

---

Good afternoon Mayor Lara & Mr. Fisher,

Please find the attached letter above for the 14<sup>th</sup> Legislative District Capital Construction Budget funding I was able to secure in the 2025 Legislative Session for our shared community in the 14<sup>th</sup> Legislative District. Furthermore, I would be delighted to attend your upcoming City Council Meeting on May 13<sup>th</sup>, 2025, to present this funding announcement to the city and community. As always, please feel free reach out if you have any additional inquiries.

Kindly,



**Representative Deb Manjarrez**  
Serving the People of the 14<sup>th</sup> Legislative District  
Washington State House of Representatives  
Office: (360) 786-7856 | [deb.manjarrez@leg.wa.gov](mailto:deb.manjarrez@leg.wa.gov)

[Sign Up for My E-Newsletters](#)

**FIX WASHINGTON.**

STATE REPRESENTATIVE  
14<sup>th</sup> LEGISLATIVE DISTRICT  
DEB MANJARREZ

State of  
Washington  
House of  
Representatives



HOUSING  
ASSISTANT RANKING MEMBER  
APPROPRIATIONS  
HEALTH CARE & WELLNESS

May 7<sup>th</sup>, 2025

Shane Fisher, City Administrator  
City of Grandview  
207 W. 2<sup>nd</sup> St.  
Grandview, WA 98930

**WA State 2025-27 Capital Construction Budget – Funding for the 14<sup>th</sup> Legislative District**

Dear Shane,

I am pleased to share that the Washington State's 2025-27 Biennial Capital Budget includes meaningful support for the 14<sup>th</sup> Legislative District. This funding will directly strengthen the services and resources available to the communities in the 14<sup>th</sup> Legislative District.

These key areas of support include:

- Grandview Police Center: \$550,000
- Grandview Splash Pad: \$108,000

I am extremely proud to have made these recommendations for the capital projects for the 14<sup>th</sup> Legislative District. You will be contacted by the appropriate Washington State agency on how to access these funds. Please let me know when you are available to meet during this Legislative Interim and if you have any follow up inquiries.

**Thank you for your partnership and for the work you do to serve our shared community in the 14<sup>th</sup> Legislative District.**

Sincerely,

A handwritten signature in black ink that reads "Deb Manjarrez". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Deb Manjarrez  
Representative, Washington State 14<sup>th</sup> Legislative District

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

**ITEM TITLE**

Resolution accepting the bid for the Bonnieview Water Main Looping and authorizing the Mayor to sign all contract documents with Ascent Foundation & More, LLC

**AGENDA NO.:** New Business 3 (B)

**AGENDA DATE:** May 13, 2025

**DEPARTMENT**

Public Works Department

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

**DEPARTMENT DIRECTOR REVIEW**

John Simmons, Public Works Director



**CITY ADMINISTRATOR**



**MAYOR**



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

The City plans to install a new water main and service connections in Bonnieview Road. The project will also include repair and replacement of the existing sidewalk as necessary. HLA provided Task Order No. 2025-01 to the City on January 14, 2025, and it was approved at the January 28th Council meeting.

**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 Bonnieview Water Main Looping were opened on May 7, 2025. A total of three (3) bids were received with Ascent Foundation & More, LLC., of Cle Elum, Washington, submitting the low bid in the amount of \$164,175.12.

**ACTION PROPOSED**

Move resolution accepting the bid for the Bonnieview Water Main Looping and authorizing the Mayor to sign all contract documents with Ascent Foundation & More, LLC to the May 13, 2025 regular Council meeting for consideration.

**Anita Palacios**

---

**From:** Janell Buchanan <jbuchanan@hlacivil.com>  
**Sent:** Wednesday, May 7, 2025 3:34 PM  
**To:** Shane Fisher  
**Cc:** Anita Palacios; John Simmons; Lillian Veliz; Stephen Hazzard; Tanner Lange; Taylor Denny; Angie Ringer  
**Subject:** 25050 Recommendation of Award and Bid Summary  
**Attachments:** 2025-05-07 - 25050 - RECAward.pdf; 2025-05-07 - 25050 - Bid Summary.pdf  
  
**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

---

**CAUTION:** External Email

---

Good afternoon,

Please see the attached Recommendation of Award and Bid Summary for the “Bonnieview Water Main Looping” project.

Once available, please send a copy of the City of Grandview Council meeting minutes authorizing award for this project so that we may proceed with contract execution.

Please contact us if you have any questions.

Thanks,



**Janell Buchanan, Contract Administrator I**

**HLA Engineering and Land Surveying, Inc.**

2803 River Road, Yakima, WA 98902

Office: (509) 966-7000 |

[jbuchanan@hlacivil.com](mailto:jbuchanan@hlacivil.com) | [www.hlacivil.com](http://www.hlacivil.com)





May 7, 2025

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

Attn: Shane Fisher, City Administrator

Re: City of Grandview  
Bonnieview Water Main Looping  
HLA Project No.: 25050  
Recommendation of Award

Dear Shane:

The bid opening for the above referenced project was held at City of Grandview Council Chambers at 10:00 a.m. on Wednesday, May 7, 2025. A total of three (3) bids were received with the low bid of \$164,175.12, being offered by Ascent Foundation & More, LLC., of Cle Elum, WA. This low bid is approximately six (-6%) percent below the Engineer's Estimate of \$174,036.60.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to Ascent Foundation & More, LLC., in the amount of \$164,175.12. 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.

Sincerely,

   
Digitally signed by Stephen S. Hazzard,  
PE  
DN: C=US, E=shazzard@hla civil.com,  
O=HLA Engineering and Land  
Surveying, Inc., CN=Stephen S.  
Hazzard, PE  
Date: 2025.05.07 15:28:02-0700

Stephen S. Hazzard, PE

SSH/jdb

Enclosures

Copy: John Simmons, Anita Palacios, Lillian Veliz, City of Grandview  
Tanner Lange, Taylor Denny, Angie Ringer, HLA

Ascent Foundation & More, LLC	Wakefield Excavation, LLC	TTC Construction, Inc.
106 N Peach Ave Suite C Ellensburg, WA 98926	P.O. Box 1679 Ellensburg, WA 98926	12871 Summitview Rd. Yakima, WA 98904

ITEM NO.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE									
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Minor Change	Est.	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	Mobilization	--	LS	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 14,000.00	\$ 14,000.00	\$ 28,041.52	\$ 28,041.52	\$ 28,041.52
3	Project Temporary Traffic Control	--	LS	\$ 15,000.00	\$ 15,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 16,000.00	\$ 16,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
4	Crushed Surfacing Top Course	110	TON	\$ 100.00	\$ 11,000.00	\$ 87.00	\$ 7,370.00	\$ 7,370.00	\$ 110.00	\$ 12,100.00	\$ 72.10	\$ 7,931.00	\$ 7,931.00
5	HMA CI. 3/8-Inch PG 64H-28	40	TON	\$ 225.00	\$ 9,000.00	\$ 336.00	\$ 13,440.00	\$ 13,440.00	\$ 400.00	\$ 16,000.00	\$ 225.00	\$ 9,000.00	\$ 9,000.00
6	Shoring or Extra Excavation	325	LF	\$ 1.00	\$ 325.00	\$ 2.00	\$ 650.00	\$ 650.00	\$ 2.00	\$ 650.00	\$ 6.27	\$ 2,037.75	\$ 2,037.75
7	Select Backfill, as Directed	25	CY	\$ 95.00	\$ 2,375.00	\$ 160.00	\$ 4,000.00	\$ 4,000.00	\$ 144.00	\$ 3,600.00	\$ 82.34	\$ 2,058.50	\$ 2,058.50
8	PVC Pipe for Water Main 6 In. Diam.	325	LF	\$ 130.00	\$ 42,250.00	\$ 116.00	\$ 37,700.00	\$ 37,700.00	\$ 144.00	\$ 46,800.00	\$ 194.36	\$ 63,167.00	\$ 63,167.00
9	D.I. Pipe for Water Main 6 In. Diam.	17	LF	\$ 175.00	\$ 2,975.00	\$ 133.00	\$ 2,261.00	\$ 2,261.00	\$ 142.00	\$ 2,414.00	\$ 208.18	\$ 3,539.06	\$ 3,539.06
10	Tapping Sleeve and Valve Assembly, 8 In.	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00	\$ 10,497.66	\$ 10,497.66	\$ 10,497.66
11	Hydrant Assembly	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,900.00	\$ 8,900.00	\$ 10,294.03	\$ 10,294.03	\$ 10,294.03
12	Service Connection 1 In. Diam.	3	EA	\$ 4,000.00	\$ 12,000.00	\$ 1,800.00	\$ 5,400.00	\$ 5,400.00	\$ 6,000.00	\$ 18,000.00	\$ 3,833.86	\$ 11,501.58	\$ 11,501.58
13	Casing Pipe, in Place 16 In. Diam.	20	LF	\$ 150.00	\$ 3,000.00	\$ 157.00	\$ 3,140.00	\$ 3,140.00	\$ 206.00	\$ 4,120.00	\$ 90.55	\$ 1,811.00	\$ 1,811.00
14	Landscap Restoration	Est.	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
15	Cement Conc. Sidewalk Curb and Gutter	16	LF	\$ 170.00	\$ 2,720.00	\$ 146.00	\$ 2,336.00	\$ 2,336.00	\$ 70.00	\$ 1,120.00	\$ 70.00	\$ 1,120.00	\$ 1,120.00
16	Cement Conc. Sidewalk 4-Inch Thick	11	SY	\$ 500.00	\$ 5,500.00	\$ 147.00	\$ 1,617.00	\$ 1,617.00	\$ 118.00	\$ 1,298.00	\$ 112.50	\$ 1,237.50	\$ 1,237.50
17	Pavement Markings	--	LS	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,300.00	\$ 3,300.00	\$ 3,300.00
18	Controlled Density Fill	2	CY	\$ 1,000.00	\$ 2,000.00	\$ 800.00	\$ 1,600.00	\$ 1,600.00	\$ 400.00	\$ 800.00	\$ 288.29	\$ 576.58	\$ 576.58
Bid Subtotal					\$ 161,145.00		\$ 152,014.00					\$ 172,802.00	\$ 191,113.18
8.0% Sales Tax					\$ 12,891.60		\$ 12,161.12					\$ 13,824.16	\$ 15,289.05
BID TOTAL					\$ 174,036.60		\$ 164,175.12					\$ 186,626.16	\$ 206,402.23

**ADDITIONAL BID TOTAL \$**

**BID TOTAL**[illegible]

Date \_\_\_\_\_



\*Highlighted amounts have been corrected

**RESOLUTION NO. 2025-\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE BID FOR THE BONNIEVIEW WATER MAIN LOOPING AND  
AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT DOCUMENTS WITH  
ASCENT FOUNDATION & MORE, LLC**

**WHEREAS**, the City of Grandview has advertised for bids for the Bonnieview Water Main Looping; and,

**WHEREAS**, Ascent Foundation & More, LLC., of Cle Elum, 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 Ascent Foundation & More, LLC for the Bonnieview Water Main Looping in the amount of \$164,175.12.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2025.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

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

<b>ITEM TITLE</b>  Ordinance amending the 2025 Annual Budget	<b>AGENDA NO.:</b> New Business 3 (C)  <b>AGENDA DATE:</b> May 13, 2025
<b>DEPARTMENT</b>  City Treasurer	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)

**DEPARTMENT DIRECTOR REVIEW**

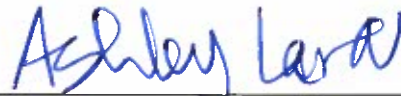
Matthew Cordray, City Treasurer



**CITY ADMINISTRATOR**



**MAYOR**



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

Staff monitoring and review of fund and department budgets has identified numerous budget accounts to be amended. An ordinance will be prepared to provide for the amending of the 2025 Annual Budget to accommodate the changes in sources and uses.

**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 budget changes are:

**CURRENT EXPENSE FUND:** Increase revenues for Utility Tax – Electricity. Increase appropriations for Legislative and Executive Administration Travel, Insurance Liability, Patrol Workman's Compensation, Flock Camera Maintenance, Fire Administration Advertising and Public Utility Services. Net effect is a decrease in estimated ending fund balance.

**SIED LOAN – WCR/HIGGINS FUND:** Increase revenues for Malhi Contribution. Increase appropriations for Loan Principal and Interest. Net effect is no change in estimated ending fund balance.

**CAPITAL IMPROVEMENT FUND:** Increase revenues for Real Estate Excise Tax. Increase appropriations for New Police Department Building, EV Station Electrical Installation, Dykstra Restroom and Playground Fencing. Net effect is a decrease in estimated ending fund balance.

**WATER FUND:** Decrease revenues for Malhi Contribution. Decrease appropriations for Loan Principal and Interest. Net effect is no change in estimated ending fund balance.

**SEWER FUND:** Increase appropriations for Public Utility Services. Net effect is a decrease in estimated ending fund balance.

**SOLID WASTE FUND:** Increase appropriations for Operating Rentals & Leases and Public Utility Services. Net effect is a decrease in estimated ending fund balance.

**ERR FUND:** Increase appropriations for Insurance, Repairs & Maintenance and Machinery & Equipment. Net effect is a decrease in estimated ending fund balance.

**ACTION PROPOSED**

Move an ordinance amending the 2025 Annual Budget to the next regular Council meeting for consideration.

to Sue 5/xx/2025 - mc Ordinance No. 2025-X

Account		Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
Current Expense Fund						
001 000 000 308 51 00 00		Beginning Fund Balance - Assigned	10,000		10,000	
001 000 000 308 91 00 00		Beginning Fund Balance - Unassigned	699,805		699,805	
001 000 000 316 41 00 00		Utility Tax - Electricity		80,000		Pacific Power rate increase
Revenues/Sources			7,359,600		7,439,600	
Current Exp. Fund Total			8,069,405	80,000	8,149,405	
001 001 000 511 60 43 00		Travel		2,000		Conferences for councilmembers
001 006 000 513 10 43 00		Travel		1,500		Conferences for mayor
001 013 040 521 70 46 00		Insurance - PD Patrol		17,000		Insurance liability higher than expected
001 013 040 572 20 46 00		Insurance - Library		6,500		Insurance liability higher than expected
001 013 040 576 80 46 00		Insurance - Parks Maintenance		7,000		Insurance liability higher than expected
001 032 000 521 22 23 00		Workman's Compensation		6,000		L&I Rate increase higher than expected - PD Patrol
001 032 000 521 22 48 15		Flock Camera Maintenance		60,000		Agreement was for 2025 and 2026
001 035 000 528 80 47 00		Public Utility Services		8,000		Pacific Power rate increase - Dispatch
001 037 000 522 10 41 01		Advertising		2,000		Advertising for new Fire Chief position
001 038 000 522 51 47 00		Public Utility Services		5,000		Pacific Power rate increase - Fire Suppression
001 081 000 576 20 47 00		Public Utility Services		4,000		Pacific Power rate increase - Swimming Pool
001 082 000 576 80 47 00		Public Utility Services		5,000		Pacific Power rate increase - Parks Maintenance
001 085 000 575 30 47 00		Public Utility Services		3,000		Pacific Power rate increase - Museum
001 087 000 575 50 47 00		Public Utility Services		2,000		Pacific Power rate increase - Community Center
Expenditures/Uses			7,852,975		7,981,975	
001 099 000 508 51 00 00		Ending Fund Balance - Assigned	10,000		10,000	
001 099 000 508 91 00 00		Ending Fund Balance - Unassigned	206,430	(49,000)	157,430	
Current Exp. Fund Total			8,069,405	80,000	8,149,405	

to Sue 5/xx/2025 - mc

Ordinance No. 2025-X

Account		Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
220 000 000 308 31 00 00	220 000 000 308 31 00 00	SIED Loan - WCR/Higgins Fund				
		Beginning Fund Balance - Restricted	-		-	
220 000 000 367 11 00 01	220 000 000 367 11 00 01	Malhi Contribution		27,600	27,600	Project percentages incorrect during budget process
		Revenues/Sources	27,600		55,200	
SIED Loan - WCR/Higgins Fund Total			27,600	27,600	55,200	
220 000 000 591 95 78 02	220 000 000 591 95 78 02	SIED Loan Principal		5,700		Project percentages incorrect during budget process
		SIED Loan Interest		21,900	55,200	
220 000 000 592 95 83 03	220 000 000 592 95 83 03	Expenditures/Uses	27,600		55,200	Project percentages incorrect during budget process
Ending Fund Balance - Restricted			-	-	-	
SIED Loan - WCR/Higgins Fund Total			27,600	27,600	55,200	
<hr/>						
301 000 000 308 51 00 00	301 000 000 308 51 00 00	Capital Improvement Fund				
		Beginning Fund Balance - Assigned	747,460		747,460	
301 000 000 318 34 00 00	301 000 000 318 34 00 00	Real Estate Excise Tax		50,000		Real Estate Excise Tax revenue more than projected
		Revenues/Sources	420,000		470,000	
Capital Improvements Fund Total			1,167,460	50,000	1,217,460	
<hr/>						
301 000 090 594 21 62 02	301 000 090 594 21 62 02	New Police Department Building		200,000		Funds to assist with purchase of land Electrical installation at WCR Park and Ride Construction and engineering not covered by RCO Grant Fencing around the new sensory playground
		EV Station Electrical Installation		41,000		
		Dykstra & Bren Park Restrooms		70,000		
		Playground Fencing		65,000		
301 000 090 594 76 63 09	301 000 090 594 76 63 09	Expenditures/Uses	639,050		1,015,050	
Ending Fund Balance - Assigned			528,410	(326,000)	202,410	
Capital Improvements Fund Total			1,167,460	50,000	1,217,460	

to Sue 5/xx/2025 - mc

Ordinance No. 2025-X

Description Fund/Account		Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
Water Fund					
Account					
410 000 000 308 31 00 01	USDA Water Loan Reserve - Restricted	21,600		21,600	Project percentages incorrect during budget process
410 000 000 308 31 00 02	USDA Water Loan SL Assets - Restricted	496,700		496,700	
410 000 000 308 31 00 03	USDA Water Loan O&M - Restricted	248,035		248,035	
410 000 000 308 51 00 00	Beginning Fund Balance - Assigned	7,954,260		7,954,260	
410 000 000 367 11 00 01	Malhi Contribution		(27,600)		Project percentages incorrect during budget process
	Revenues/Sources	10,932,400		10,904,800	
Water Fund Total		19,652,995	(27,600)	19,625,395	
Principal SIED Loan - WCR/Higgins			(5,700)		Project percentages incorrect during budget process
410 000 036 591 34 78 14	Interest SIED Loan - WCR/Higgins		(21,900)		
	Expenditures/Uses	12,032,540		12,004,940	
410 000 099 508 31 00 01	USDA Water Loan Reserve - Restricted	21,600		21,600	Project percentages incorrect during budget process
410 000 099 508 31 00 02	USDA Water Loan SL Assets - Restricted	546,370		546,370	
410 000 099 508 31 00 03	USDA Water Loan O&M - Restricted	248,035		248,035	
410 000 099 508 51 00 00	Ending Fund Balance - Assigned	6,804,450	-	6,804,450	
Water Fund Total		19,652,995	(27,600)	19,625,395	
Sewer Fund					
415 000 000 308 31 00 01	USDA WW Loan Reserve - Restricted	129,000		129,000	Pacific Power rate increase - Sewer Treatment
415 000 000 308 31 00 02	USDA WW Loan SL Assets - Restricted	88,200		88,200	
415 000 000 308 31 00 03	USDA WW Loan O&M - Restricted	415,050		415,050	
415 000 000 308 51 00 00	Beginning Fund Balance - Assigned	6,957,360		6,957,360	
	Revenues/Sources	6,050,200		6,050,200	
Sewer Fund Total		13,639,810	-	13,639,810	
415 000 035 535 80 47 00	Public Utility Service		100,000		Pacific Power rate increase - Sewer Treatment
	Expenditures/Uses	6,379,580		6,479,580	
415 000 099 508 31 00 01	USDA WW Loan Reserve - Restricted	129,000		129,000	Pacific Power rate increase - Sewer Treatment
415 000 099 508 31 00 02	USDA WW Loan SL Assets - Restricted	88,200		88,200	
415 000 099 508 31 00 03	USDA WW Loan O&M - Restricted	415,050		415,050	
415 000 099 508 51 00 00	Ending Fund Balance - Assigned	6,627,980	(100,000)	6,527,980	
Sewer Fund Total		13,639,810	-	13,639,810	



**Ordinance No. 2025-X**

to Sue \$5xx2025 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
<input type="checkbox"/> 430 000 000 308 51 00 00	<b>Solid Waste Fund</b>				
	Beginning Fund Balance - Assigned	415,840		415,840	
	<b>Revenues/Sources</b>	1,403,530		1,403,530	
	<b>Solid Waste Fund Total</b>	1,819,370	-	1,819,370	
<input type="checkbox"/> 430 000 010 537 80 45 00	Operating Rentals & Leases		25,000		Additional funds to set aside for future garbage truck Pacific Power rate increase - Sewer Treatment
<input type="checkbox"/> 430 000 010 537 80 47 00	Public Utility Service		5,000		
	<b>Expenditures/Uses</b>	1,558,750		1,588,750	
<input type="checkbox"/> 430 000 099 508 51 00 00	<b>Ending Fund Balance - Assigned</b>	260,620	(30,000)	230,620	
	<b>Solid Waste Fund Total</b>	1,819,370	-	1,819,370	
<input type="checkbox"/> 510 000 000 308 51 00 00	<b>Equipment Rental Fund</b>				
	Beginning Fund Balance - Assigned	1,404,650		1,404,650	
	<b>Revenues/Sources</b>	605,000		605,000	
	<b>Equipment Rental Fund Total</b>	2,009,650	-	2,009,650	
<input type="checkbox"/> 510 000 010 548 60 46 00	Insurance		20,000		Insurance liability higher than expected Increased repairs to equipment rental vehicles Costs for new patrol and fire vehicles higher than expected
<input type="checkbox"/> 510 000 010 548 60 48 00	Repairs & Maintenance		80,000		
<input type="checkbox"/> 510 000 010 594 48 64 00	Machinery & Equipment		60,000		
	<b>Expenditures/Uses</b>	706,260		866,260	
<input type="checkbox"/> 510 000 099 508 51 00 00	<b>Ending Fund Balance - Assigned</b>	1,303,390	(160,000)	1,143,390	
	<b>Equipment Rental Fund Total</b>	2,009,650	-	2,009,650	



**ORDINANCE NO. 2025-\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING THE 2025 ANNUAL BUDGET**

**WHEREAS**, the original 2025 estimated beginning fund balances and revenues do not reflect available budget sources; and

**WHEREAS**, there are necessary and desired changes in uses and expenditure levels in the funds; and

**WHEREAS** there are sufficient sources within the funds to meet the anticipated expenditures.

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

**Section 1.** That the 2025 annual budget be amended to reflect the changes presented in Exhibit A.

**Section 2.** That the City Administrator is authorized and directed to adjust estimated revenues, expenditures and fund balances reflecting the determined changes.

**Section 3.** This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2025.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PUBLICATION:**  
**EFFECTIVE:**

# Exhibit A

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
<b>Current Expense Fund</b>					
Original 2025 Budget	709,805	7,359,600	7,852,975	216,430	8,069,405
Amendment Amount		80,000	129,000	(49,000)	80,000
Amended Total	709,805	7,439,600	7,981,975	167,430	8,149,405
<b>SIED Loan - WCR/Higgins Fund</b>					
Original 2025 Budget	-	27,600	27,600	-	27,600
Amendment Amount		27,600	27,600	-	27,600
Amended Total	-	55,200	55,200	-	55,200
<b>Capital Improvement Fund</b>					
Original 2025 Budget	747,460	420,000	639,050	528,410	1,167,460
Amendment Amount		50,000	376,000	(326,000)	50,000
Amended Total	747,460	470,000	1,015,050	202,410	1,217,460
<b>Water Fund</b>					
Original 2025 Budget	8,720,595	10,932,400	12,032,540	7,620,455	19,652,995
Amendment Amount		(27,600)	(27,600)	-	(27,600)
Amended Total	8,720,595	10,904,800	12,004,940	7,620,455	19,625,395
<b>Sewer Fund</b>					
Original 2025 Budget	7,589,610	6,050,200	6,379,580	7,260,230	13,639,810
Amendment Amount			100,000	(100,000)	-
Amended Total	7,589,610	6,050,200	6,479,580	7,160,230	13,639,810
<b>Solid Waste Fund</b>					
Original 2025 Budget	415,840	1,403,530	1,558,750	260,620	1,819,370
Amendment Amount			30,000	(30,000)	-
Amended Total	415,840	1,403,530	1,588,750	230,620	1,819,370
<b>Equipment Rental Fund</b>					
Original 2025 Budget	1,404,650	605,000	706,260	1,303,390	2,009,650
Amendment Amount			160,000	(160,000)	-
Amended Total	1,404,650	605,000	866,260	1,143,390	2,009,650

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

**ITEM TITLE**

Resolution authorizing the Mayor to sign a Public Defender Agreement with Garrison Law Offices, Inc., P.S.

**AGENDA NO.** New Business 3 (D)

**AGENDA DATE:** May 13, 2025

**DEPARTMENT**

City Attorney & City Clerk

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

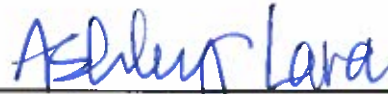
**DEPARTMENT HEAD REVIEW**

Anita Palacios, City Clerk (Municipal Court)



**CITY ADMINISTRATOR**

**MAYOR**



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

The City contracts with the law firm of Beck and Phillips, PLLC, for indigent defense services. The current contract runs for a term of 18 months (1/1/2025 to 6/30/2026), and recites that "[t]he assignment of cases is expected to equate to approximately 450 cases over the term of the agreement," or about 25 cases per month. Management of total case assignments is important because the Washington Supreme Court regulates the total number of cases indigent defense counsel can take in a given year.

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

In early April, Jordan Beck notified the City that the number of cases assigned to Beck and Phillips, PLLC, during the first three months of 2025 exceeded the historical average and approximated 40 cases/month. The City investigated this issue and believes that these circumstances resulted, in part, from developments at the prosecuting attorney's office that are likely temporary, and that the total number of case assignments is unlikely to remain high through the duration of the year. However, the City determined it would be appropriate to hire another indigent defense firm so as to ensure the number of cases handled by Beck and Phillips, PLLC, remains consistent with the contract estimate. Attorney Douglas Garrison of Garrison Law Offices, P.S., already contracts with the City to handle conflict indigent defense cases, and has agreed to also provide non-conflict indigent defense services when needed. The City anticipates that the court will assign cases exceeding 25/month to Garrison Law Offices, P.S.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign a Public Defender Agreement with Garrison Law Offices, Inc., P.S., to the May 13, 2025 regular Council meeting for consideration.

**RESOLUTION NO. 2025-\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A CONTRACT FOR INDIGENT DEFENSE  
SERVICES 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 has contracted with Garrison Law Offices, Inc. P.S., for 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 with Garrison Law Offices, Inc. P.S., for the provision of indigent defense services, 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 \_\_\_\_\_, 2025.

**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 May 2025, by and between Garrison Law Offices, P.C., 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. 7<sup>th</sup> Street, Sunnyside, WA, 98944; 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; 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. The specific cases for which the Public Defender will be responsible will vary, but will be allocated by assignment by the Court of cases to the Public Defender. 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. **Public Defender Availability.** 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. **Duty in Case of Conflict.** 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, routine

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. **Investigators.** Public Defenders may retain investigators of the Public Defender's choosing as it deems necessary for the effective defense of indigent defendants. The City shall reimburse Public defender for the actual cost of investigative services. The City shall budget \$2,000 per calendar year for investigative services. If during the course of a year Public Defender determines that additional funds will be required, Public Defender shall notify the City in writing that investigative costs are reasonably anticipated to exceed \$2,000 for the year, and the City shall allocate additional funds for indigent defense services, provided said funds are available.

6. **Experts.** The Public Defender may apply to the court for expert witness services, or for other needs not anticipated in this Agreement, pursuant to the procedure outlined in CrRLJ 3.1(f). The City shall reimburse Public Defender for such costs as are approved and ratified by the court.

7. **Certified Court Interpreter Services.** The City shall budget \$5,000 per calendar year for certified court interpreter services.

8. **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 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 and/or contractors 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.

9. **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.

10. **Term and Renegotiation.** This Agreement shall commence on May 1, 2025 and run for 24 months, with a final expiration date of on April 30, 2027.

11. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in an amount of \$190.00 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.

12. **Expansion of Court Jurisdiction – Contingency.** In the event jurisdiction of the Grandview Municipal Court is extended to include juvenile misdemeanor offenses, or to cover diversion agreements with Yakima County, it is agreed that the rate of compensation provided in this Agreement shall be subject to renegotiation by the parties.

13. **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.

14. **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.

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



16. **Successors Bound.** Subject to the provisions of Section 14, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

17. **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.

18. **Warranty of Public Defender.** The Public Defender warrants that he or she had read: (1) the Public Defender 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-referenced standards, court rules or case law.

19. **Taxes and Assessments.** The Public Defender shall be solely responsible for compensating its employees and contractors 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.

20. **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.

21. **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.

22. **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.

23. **Termination.** 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. In the event the Public Defender provides notice under this section, Public Defender shall provide indigent defense services in accordance with the terms set forth in this Agreement (including compensation) beyond the termination date and until the City obtains replacement indigent defense counsel. The City shall make good faith efforts to secure replacement indigent defense counsel. In the event the City provides notice under this subsection, the parties shall negotiate a reasonable fee for services to complete client representation which cannot be done through substituted counsel.

24. **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.

25. **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, Yakima, Washington.

26. **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.

27. **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 29 day of April, 2025.

CITY OF GRANDVIEW

By: \_\_\_\_\_  
Mayor Ashley Lara  
207 West Second Street  
Grandview, WA 98930

PUBLIC DEFENDER

By: Doug Garrison  
Doug Garrison, WSBA #30857  
516 S. 7<sup>th</sup> Street  
Sunnyside, WA 98944

ATTEST:

\_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_, 2025

## 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.



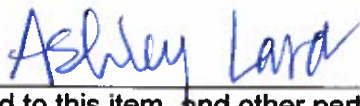
#### **Ensure clients have adequate access to services, including court ordered treatment and/or counseling**

- 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.

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

<b>ITEM TITLE</b>  Resolution declaring certain City property from the Police Department as surplus and authorizing disposal by public auction, sale or trade	<b>AGENDA NO.:</b> New Business 3 (E)  <b>AGENDA DATE:</b> May 13, 2025
<b>DEPARTMENT</b>  Police Department	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)
<b>DEPARTMENT DIRECTOR REVIEW</b>  Kal Fuller, Police Chief 	
<b>CITY ADMINISTRATOR</b>  	<b>MAYOR</b>  
<b>ITEM HISTORY</b> (Previous council reviews, action related to this item, and other pertinent history)	

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

The Police Department has the following vehicle which is no longer needed for the conduct of City business and being recommended for surplus:

- 2003 Ford Expedition, VIN #1FMPU16L13LB33570, License #32793D, (PD/203)

**ACTION PROPOSED**

Move a resolution declaring certain City property from the Police Department as surplus and authorizing disposal by public auction, sale or trade to a regular Council meeting for consideration.



**RESOLUTION NO. 2025-\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
DECLARING CERTAIN CITY PROPERTY FROM THE POLICE DEPARTMENT  
AS SURPLUS AND AUTHORIZING DISPOSAL BY PUBLIC AUCTION,  
SALE OR TRADE**

**WHEREAS**, the City no longer has a need for certain personal property that has outlived its useful life and no longer needed for the conduct of City business; and,

**WHEREAS**, the City Council has determined that it is in the best interest of the City that the foregoing described equipment be declared surplus and disposed of;

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

Section 1. The following Police Department vehicle is hereby declared surplus and no longer needed for the conduct of City business:

- 2003 Ford Expedition, VIN #1FMPU16L13LB33570, License #32793D, (PD/203)

Section 2. City staff is authorized to dispose of the equipment described in Section 1 of this resolution by public auction, sale, trade-in or disposal.

Section 3. The City Administrator is authorized to establish a minimum sale/trade-in price that reflects a fair market value of the equipment described in Section 1 of this resolution as deemed necessary to protect the City's interests.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2025.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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