

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, MAY 26, 2026**



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. 2026 Legislative Session Update – Representative Gloria Mendoza & Representative Deb Manjarrez 1-2
 - B. Climate Element – Community Assets & Hazards 3-5
 - C. Resolution accepting the bid for the Country Park Well – Well Pump and Control Building and authorizing the Mayor to sign all contract documents with Apollo, Inc. 6-9
 - D. Resolution declaring certain City property from the Police Department Evidence Section as surplus and authorizing disposal by public auction 10-16
 - E. Resolution approving a contract amendment to the 2025/26 Public Defender Agreement with the Law Office of Beck & Phillips, PLLC 17-21
 - F. Resolution authorizing the Mayor to execute a contract for indigent defense services from July 1, 2026 to June 30, 2028 with the Law Office of Beck and Phillips, PLLC 22-33
- 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 26, 2026 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/84421630441?pwd=F5OHTbL5MusoorwSIb8NEPHjiGPXfn.1>

To join via phone: +1 253 215 8782

Meeting ID: 844 2163 0441

Passcode: 844932

RE: Invitation to provide an update on the Legislative Session to the Grandview City Council

From Robert Ozuna <robert@rgicorporation.com>

Date Mon 5/18/2026 9:57 AM

To Michel, Lupita <Lupita.Michel@leg.wa.gov>; Swartz, Charles <Charles.Swartz@leg.wa.gov>; Anita Palacios <anitap@grandview.wa.us>

Cc gmcmandoza@gmail.com <gmcmandoza@gmail.com>

CAUTION: External Email

Hi Lupita, thanks so much for the update.

Robert Ozuna
City Council Member
Cell: 509.830.1967



From: Michel, Lupita <Lupita.Michel@leg.wa.gov>

Sent: Monday, May 18, 2026 9:55 AM

To: Robert Ozuna <robert@rgicorporation.com>; Swartz, Charles <Charles.Swartz@leg.wa.gov>; anitap@grandview.wa.us

Cc: gmcmandoza@gmail.com

Subject: RE: Invitation to provide an update on the Legislative Session to the Grandview City Council

Good morning Robert,

It is great to hear from you! Thank you so much for the invitation to Representative Mendoza and Representative Manjarrez. We are ahead of the game this time 😊 — we have already made arrangements and coordinated with Anita Palacios. Both Representatives are planning to attend the meeting on May 26th at 6:00 PM.

We truly appreciate the opportunity to connect with the Grandview Mayor and City Council and look forward to hearing updates regarding the PD Station and Splash Pad projects, as well as sharing a Legislative Session update.

Have a blessed Monday and a wonderful rest of your week. Please feel free to reach out if you have any questions. We are here to serve!

With Joy/Con Alegría 🌸

Lupita Michel

Legislative Assistant to Representative Gloria Mendoza
Washington State 14th Legislative District
Office: 360.786.7960 | Cell: 360.786.7905

FIX WASHINGTON.

From: Robert Ozuna <robert@rgicorporation.com>

Sent: Monday, May 18, 2026 8:37 AM

To: Swartz, Charles <Charles.Swartz@leg.wa.gov>; Michel, Lupita <Lupita.Michel@leg.wa.gov>

Cc: Robert Ozuna <robert@rgicorporation.com>; gcmendoza@gmail.com

Subject: Invitation to provide an update on the Legislative Session to the Grandview City Council

CAUTION: External email.

Hello,

On behalf of the Grandview Mayor and City Council, we would like to invite Representative Mendoza and Representative Manjarrez to provide an update on the Legislative Session at our next city council meeting. We missed the April 28 Toppenish Townhall because it was at the same time as our city council meeting on Tuesdays. We would also like to provide them an update on the projects they funded last year – PD Station and Splash Pad.

Our next meeting is on May 26 at 6 PM. If that date doesn't work, our next council meeting is June 9th at 6 PM.

We hope they can join us for this meeting to provide us an update.

Thanks,

Robert Ozuna

City Council Member

Cell: 509.830.1967



CAUTION: This email originated from outside of the Legislature. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Climate Element - council summary

From Byron Gumz <byron.gumz@yvcog.us>
Date Thu 5/21/2026 8:45 AM
To Anita Palacios <anitap@grandview.wa.us>

CAUTION: External Email

Good morning Anita,

Here's a quick one sentence explanation of our ask for the agenda.

City Council is being asked to review the Planning Commission's recommended list of community assets and select one priority asset from each sector to guide development of goals, policies, and implementation strategies within the Comprehensive Plan Climate Element.

Please let me know if you have questions or want me to add more to it.

Byron

 	<p>Byron J. Gumz Regional Land Use Manager</p> <hr/> <p> 509-759-7994, Direct Line 509-574-1550, Main Office</p> <p> Byron.Gumz@yvcog.us</p> <p> 1200 Chesterly Dr., Suite 260 Yakima, WA 98902</p> <p> yvcog.us</p>
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2. Climate Element: City of Grandview Community Assets & Hazards Planning Commission List

The list below represents the priority Community Assets that the Planning Commission identified, with relevant climate hazards associated with them in the second column

Sectors & Priority Assets	Associated Hazards
Agriculture & Food Systems <ul style="list-style-type: none"> • Grocery stores • EBT/Food Stamp programs and access locations • Produce storage (Freezer/Cold Storage, Controlled Atmosphere) 	<ul style="list-style-type: none"> ○ Drought ○ Extreme Heat ○ Extreme Precipitation ○ Agricultural Disease/Pest Outbreak ○ Severe Weather
Buildings & Energy <ul style="list-style-type: none"> • Educational facilities • Municipal buildings • Power distribution and transmission lines and related infrastructure 	<ul style="list-style-type: none"> ○ Extreme Heat ○ Wildfire ○ Severe Weather ○ Flooding
Cultural Resources & Practices <ul style="list-style-type: none"> • Community gatherings (festivals, fairs, summer concert series, etc.) • Grandview Community Center 	<ul style="list-style-type: none"> ○ Drought ○ Extreme heat ○ Flooding ○ Wildfire
Economic Development <ul style="list-style-type: none"> • Retail businesses (brick and mortar) • Agricultural industries 	<ul style="list-style-type: none"> ○ Flooding ○ Drought ○ Extreme Heat ○ Extreme Precipitation ○ Reduced Snowpack ○ Wildfire
Ecosystems <ul style="list-style-type: none"> • Landscaping, urban forests, and tree canopy • Yakima River/Game Ponds near Wastewater Treatment Plant (Department of Fish and Wildlife managed) 	<ul style="list-style-type: none"> ○ Drought ○ Flooding ○ Reduced Snowpack ○ Wildfire ○ Agricultural Disease/Pest Outbreak ○ Changing Streamflow
Emergency Management <ul style="list-style-type: none"> • Emergency response (fire, police, etc.) • Wildland Urban Interface • Medical Facilities 	<ul style="list-style-type: none"> ○ Drought ○ Extreme heat ○ Extreme precipitation ○ Flooding ○ Wildfire ○ Public health emergency

2. Climate Element: City of Grandview Community Assets & Hazards Planning Commission List

<p>Health & Well-being</p> <ul style="list-style-type: none"> • Parks and recreation • Housing and shelter 	<ul style="list-style-type: none"> ○ Extreme heat ○ Wildfire ○ Public health emergencies ○ Severe weather
<p>Transportation</p> <ul style="list-style-type: none"> • Multimodal transportation • Freight systems 	<ul style="list-style-type: none"> ○ Extreme heat ○ Extreme precipitation ○ Flooding ○ Wildfire ○ Severe weather
<p>Waste Management</p> <ul style="list-style-type: none"> • Wastewater treatment facilities (municipal domestic and industrial) • Solid waste collection (domestic and industrial/demolition/recycling) 	<ul style="list-style-type: none"> ○ Extreme temperature ○ Flooding ○ Wildfire
<p>Water Resources</p> <ul style="list-style-type: none"> • Drinking water supply (municipal and well) • Water infrastructure (pumps, lines, water towers, etc.) 	<ul style="list-style-type: none"> ○ Reduced snowpack ○ Drought ○ Wildfire
<p>Zoning & Development</p> <ul style="list-style-type: none"> • Industrial and Commercial uses • Single and multi-family residences (residential densities) 	<ul style="list-style-type: none"> • Wildfire • Extreme heat • Extreme precipitation • Flooding

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

ITEM TITLE

Resolution accepting the bid for the Country Park Well – Well Pump and Control Building and authorizing the Mayor to sign all contract documents with Apollo, Inc.

AGENDA NO.: New Business 3 (C)

AGENDA DATE: May 26, 2026

DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

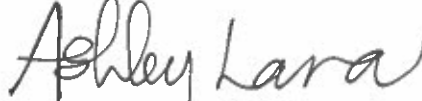
DEPARTMENT DIRECTOR REVIEW

John Simmons, Public Works Director

CITY ADMINISTRATOR



MAYOR



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

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 – Well Pump and Control Building were opened on May 14, 2026. A total of Six (6) bids were received with Apollo, Inc., of Kennewick, Washington, submitting the low bid in the amount of \$2,835,175.42.

ACTION PROPOSED

Move resolution accepting the bid for the Country Park Well – Well Pump and Control Building and authorizing the Mayor to sign all contract documents with Apollo, Inc., to the May 26, 2026 regular Council meeting for consideration.

May 18, 2026

City of Grandview
207 W. Second Street
Grandview, WA 98930

Attn: Shane Fisher, City Administrator

Re: City of Grandview
Country Park Well – Well Pump and Control Building
HLA Project No. 22149B
Recommendation of Award

Dear Shane:

The bid opening for the above-referenced project was held at City Hall at 10:00a.m. on Thursday, May 14, 2026. A total of six (6) bids were received with the low bid of \$2,835,175.42, being offered by Apollo, Inc., of Kennewick, WA. This low bid is approximately twenty (20%) percent above the Engineer's Estimate of \$2,363,791.30.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to Apollo, Inc., in the amount of \$2,835,175.42. Please send us a copy of the City of Grandview Council meeting minutes authorizing the 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
Robert Scott
Date: 2026.05.18
10:26:58-07'00'

Robert J. Scott, PE

RJS/jmv

Enclosures

Copy: John Simmons, Anita Palacios (City of Grandview)
Taylor Denny, Angie Ringer (HLA)

BID SUMMARY

Contracting Agency: City of Grandview
 Project: Country Park Well - Well Pump and Control Building
 HLA Project No. 22149B
 Bid Opening Date: May 14, 2026
 DWSRF Project No. DWL27055
 ARPA Project No. 1052

ITEM NO.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE	
				UNIT PRICE	AMOUNT
1	Minor Change	Est	FA	\$ 25,000.00	\$ 25,000.00
2	Apprenticeship Incentive/Penalty	Est	CALC	\$ 2,000.00	\$ 2,000.00
3	Clearing and Grubbing	---	LS	\$ 10,000.00	\$ 30,000.00
4	Well Control Building, Complete	---	LS	\$ 1,100,000.00	\$ 1,068,000.00
5	Well Pump and Motor, Complete	---	LS	\$ 110,000.00	\$ 359,000.00
6	Electrical and Control System, Complete	---	LS	\$ 500,000.00	\$ 632,000.00
7	Site Piping, Fittings, and Valves, Complete	---	LS	\$ 50,000.00	\$ 101,000.00
8	DJ Pipe for Water Main 12 In. Diam.	50	LF	\$ 140.00	\$ 7,000.00
9	PVC C900 Pipe for Water Main 12 In. Diam.	520	LF	\$ 120.00	\$ 62,400.00
10	Hydrant Assembly	1	EA	\$ 9,000.00	\$ 9,000.00
11	Site Grading and Drainage	---	LS	\$ 40,000.00	\$ 40,000.00
12	Crushed Surfacing Base Course	130	TON	\$ 50.00	\$ 6,500.00
13	Crushed Surfacing Top Course	80	TON	\$ 60.00	\$ 4,800.00
14	HMA for Pavement Repair Cl. 3/8" PG 64H-28	70	TON	\$ 150.00	\$ 10,500.00
15	4-Inch Cement Concrete Sidewalk, Incl. Aggregate Base	40	SY	\$ 100.00	\$ 4,000.00
16	Cement Concrete Traffic Curb and Gutter	5	LF	\$ 50.00	\$ 250.00
17	Chain Link Fencing	280	LF	\$ 90.00	\$ 25,200.00
18	Chain Link (Single) Swing Gate, 4 Feet Wide	1	EA	\$ 4,000.00	\$ 4,000.00
19	Chain Link (Double) Swing Gate, 20 Feet Wide	3	EA	\$ 4,000.00	\$ 12,000.00
20	O&M Manuals (Minimum Bid \$1000)	---	LS	\$ 1,000.00	\$ 1,000.00
21	Mobilization	---	LS	\$ 196,000.00	\$ 196,000.00
22	Project Temporary Traffic Control	---	LS	\$ 5,000.00	\$ 5,000.00
				Bid Subtotal	\$ 2,184,650.00
				8.2% Sales Tax	\$ 179,141.30
				BID TOTAL	\$ 2,363,791.30

ENGINEER'S REPORT

Competitive bids were opened May 14, 2026. All bids have been reviewed by this office.

We recommend the contract be awarded to: **Apollo, Inc.**

Digitally signed by Robert Scott

Date: 2026.05.18

10:23:54-0700

Project Engineer

Date



Results can be found at: hla.civil.com

BIDDER NO. 1			BIDDER NO. 2			BIDDER NO. 3			
Apollo, Inc. 1133 W. Columbia Drive Kennewick, WA 99336			POW Contracting PO Box 4772 Pasco, WA 99302			Goodman & Mehtenbacher Enterprise, Inc. PO Box 5949 Kennewick, WA 99336			
UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
\$ 32,000.00	\$ 32,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
\$ 1,068,000.00	\$ 1,068,000.00	\$ 982,000.00	\$ 982,000.00	\$ 982,000.00	\$ 982,000.00	\$ 1,100,000.00	\$ 1,100,000.00	\$ 1,100,000.00	\$ 1,100,000.00
\$ 359,000.00	\$ 359,000.00	\$ 464,402.00	\$ 464,402.00	\$ 464,402.00	\$ 464,402.00	\$ 485,000.00	\$ 485,000.00	\$ 485,000.00	\$ 485,000.00
\$ 632,000.00	\$ 632,000.00	\$ 594,000.00	\$ 594,000.00	\$ 594,000.00	\$ 594,000.00	\$ 608,000.00	\$ 608,000.00	\$ 608,000.00	\$ 608,000.00
\$ 101,000.00	\$ 101,000.00	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00	\$ 105,000.00	\$ 105,000.00	\$ 105,000.00	\$ 105,000.00
\$ 205.00	\$ 10,250.00	\$ 117.00	\$ 5,850.00	\$ 117.00	\$ 5,850.00	\$ 150.00	\$ 7,500.00	\$ 150.00	\$ 7,500.00
\$ 147.00	\$ 76,440.00	\$ 307.00	\$ 159,640.00	\$ 307.00	\$ 159,640.00	\$ 125.00	\$ 65,000.00	\$ 125.00	\$ 65,000.00
\$ 17,400.00	\$ 17,400.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00	\$ 19,000.00
\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00
\$ 46.00	\$ 5,980.00	\$ 75.00	\$ 9,750.00	\$ 75.00	\$ 9,750.00	\$ 100.00	\$ 13,000.00	\$ 100.00	\$ 13,000.00
\$ 48.00	\$ 3,840.00	\$ 100.00	\$ 8,000.00	\$ 100.00	\$ 8,000.00	\$ 100.00	\$ 8,000.00	\$ 100.00	\$ 8,000.00
\$ 217.00	\$ 15,190.00	\$ 265.00	\$ 18,550.00	\$ 265.00	\$ 18,550.00	\$ 225.00	\$ 15,750.00	\$ 225.00	\$ 15,750.00
\$ 170.00	\$ 6,800.00	\$ 240.00	\$ 9,600.00	\$ 240.00	\$ 9,600.00	\$ 170.00	\$ 6,800.00	\$ 170.00	\$ 6,800.00
\$ 162.00	\$ 810.00	\$ 275.00	\$ 1,375.00	\$ 275.00	\$ 1,375.00	\$ 275.00	\$ 1,375.00	\$ 275.00	\$ 1,375.00
\$ 50.00	\$ 14,000.00	\$ 47.00	\$ 13,160.00	\$ 47.00	\$ 13,160.00	\$ 55.00	\$ 15,400.00	\$ 55.00	\$ 15,400.00
\$ 1,300.00	\$ 1,300.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00	\$ 1,350.00
\$ 3,100.00	\$ 9,300.00	\$ 3,000.00	\$ 9,000.00	\$ 3,000.00	\$ 9,000.00	\$ 3,200.00	\$ 9,600.00	\$ 3,200.00	\$ 9,600.00
\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
\$ 211,000.00	\$ 211,000.00	\$ 190,000.00	\$ 190,000.00	\$ 190,000.00	\$ 190,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00
\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
	\$ 2,620,310.00		\$ 2,638,527.00		\$ 2,638,527.00		\$ 2,751,275.00		\$ 2,751,275.00
	\$ 214,865.42		\$ 216,359.21		\$ 216,359.21		\$ 225,604.55		\$ 225,604.55
	\$ 2,835,175.42		\$ 2,854,886.21		\$ 2,854,886.21		\$ 2,976,879.55		\$ 2,976,879.55
ADDITIONAL BID TOTALS									
BIDDER									
SCI Industrial Services, LLC									
Belsaas & Smith Construction, Inc.									
DW Excavating, Inc.									
BID TOTAL									
\$ 3,198,970.87									
\$ 3,485,330.83									
Rejected									

*Highlighted amounts have been corrected.

RESOLUTION NO. 2026-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE COUNTRY PARK WELL – WELL PUMP AND
CONTROL BUILDING AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT
DOCUMENTS WITH APOLLO, INC.**

WHEREAS, the City of Grandview has advertised for bids for the Country Park Well – Well Pump and Control Building; and,

WHEREAS, Apollo, Inc., of Kennewick, 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 Apollo, Inc. for the Country Park Well – Well Pump and Control Building in the amount of \$2,835,175.42.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

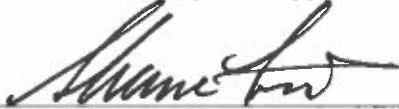
CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING

<p>ITEM TITLE</p> <p>Resolution declaring certain City property from the Police Department Evidence Section as surplus and authorizing disposal by public auction</p>	<p>AGENDA NO.: New Business 3 (D)</p> <p>AGENDA DATE: May 26, 2026</p>
<p>DEPARTMENT</p> <p>Police Department</p>	<p>FUNDING CERTIFICATION (City Treasurer) (If applicable)</p>

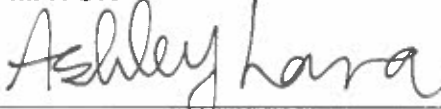
DEPARTMENT DIRECTOR REVIEW

Kal Fuller, Police Chief

CITY ADMINISTRATOR



MAYOR



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

Property not held for evidence or held for 60 days or longer where the owner has not been located or fails to claim the property, may be disposed of in compliance with existing laws upon receipt of proper authorization for disposal. A notice of surplus property which lists all property to be surplus is presented to Council for approval. After Council approval, all property authorized for disposal is sent to PropertyRoom.com (firearms through their Egunner.com service) for auction. Council has approved a contract with PropertyRoom.com for auction services.

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

Attached is a list of surplus property and a list of 15 firearms from the Police Department Evidence Section for authorization of disposal through the online auction process with PropertyRoom.com.

ACTION PROPOSED

Move a resolution declaring certain City property from the Police Department Evidence Section as surplus and authorizing disposal by public auction to the May 26, 2026 regular Council meeting for consideration.

RESOLUTION NO. 2026-_____

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

WHEREAS, the City has in its custody property from the Police Department Evidence Section; and,

WHEREAS, the City Council finds that it would be in the best interest of the City to dispose of said property by public auction,

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

The following Police Department Evidence Section property attached hereto and incorporated herein by reference as Exhibit "A" is hereby declared surplus, and the Police Chief is authorized dispose of said surplus property according to law by public auction.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

COPY

Exhibit "A"

GRANDVIEW POLICE DEPARTMENT

207 W. 2ND STREET, GRANDVIEW, WA 98930 TELEPHONE (509) 882-2000
FAX (509) 882-1232



Case #
26V1698

KAL FULLER
Chief of Police

MEMORANDUM AUTHORIZING AUCTION/TRADE

SUBJECT: Grandview Police Department Evidence/Property Auction Authorization

This document is to authorize the auction of the listed items of property below on **Egunner.com** that are in possession of the Grandview Police Department Evidence Section. The items have been adjudicated and/or disposed of in a court of law and no longer have any evidentiary value. All listed items have been run through ACCESS (if applicable), any identified or known owner has been provided with written notice, and all persons have been given at least 60 days to claim the listed property in accordance with RCW 63.32.010.

Case#	Evi#	TYPE	Description	SKU	S/N	Cal?
18V0794	18-0066	Pistol	Phoenix Arms, HP22A	8487-000001	4384676	0.22
18V5192	18-0323	Pistol	Stoeger Ind, Llama 38 Super	8487-000002	B54454L	.38 Super
21V0511	21-0050	Pistol	Colt Commander	8487-000003	CLW048441	0.45
21V1459	21-0123	Pistol	Glock 23	8487-000004	LXW196	0.40
21V5021	21-0407	Pistol	Springfield XD	8487-000005	GM840138	9mm
22V1894	22-0228	Pistol	SCCY CPX-2	8487-000006	800636	9mm
22V1893	22-0239	Pistol	S&W Mod 5903	8487-000007	TDH4209	9mm
22V3304	22-0376	Pistol	Springfield 1911-A1	8487-000008	N353305	0.45
22V4226	22-0439	Pistol	Glock 23	8487-000009	BLFE984	0.40
22V5196	22-0504	Pistol	S&W 9mm	8487-000010	HND3652	9mm
23V0705	23-0198	Pistol	S&W Shield 9 2.0	8487-000011	JNE7272	9mm
23V2239	23-0364	Pistol	Springfield XD-40	8487-000012	MG302291	0.40
23V6767	23-0806	Pistol	Glock 22	8487-000013	BPAD772	0.40
24V1708	24-0273	Pistol	Glock 23	8487-000014	BFGG393	0.40
24V2262	24-0340	Pistol	Beretta 96	8487-000015	BER382165	0.40

I attest that the above-described property is authorized for auction or trade and so authorize it.

Signed: Kal Fuller Date: 9/29/24 Time: 1850
Kal Fuller, Chief of Police

COPY

I certify that the above property was auctioned as was authorized by Chief Kal Fuller.

Signed: _____ Date: _____ Time: _____
Evidence Custodian

Signed: _____ Date: _____ Time: _____
Witness

COPY

GRANDVIEW POLICE DEPARTMENT

207 W. 2ND STREET, GRANDVIEW, WA 98930 TELEPHONE (509) 882-2000
FAX (509) 882-1232



Case #
26V1697

KAL FULLER
Chief of Police

MEMORANDUM AUTHORIZING AUCTION/TRADE

SUBJECT: Grandview Police Department Evidence/Property Auction Authorization

This document is to authorize the auction or trade of the listed items of property below on **PropertyRoom.com** that are in possession of the Grandview Police Department Evidence Section. The items have been adjudicated and/or disposed of in a court of law and no longer have any evidentiary value. All listed items have been run through ACCESS (if applicable), any identified or known owner has been provided with written notice, and all persons have been given at least 60 days to claim the listed property in accordance with RCW 63.32.010.

Case#	Evi#	Description	SKU	S/N
22V1791	22-0224	Hart Drill	2746-000001	NC20291N189711
22V4226	22-0442	Samsung Tablet	2746-000002	
22V4226	22-0443	Apple Tablet	2746-000003	
22V5196	26-0256	Two 9Pb Snap Caps	2746-000004	
24V2232	24-0320	Kobalt Impact Drill	2746-000005	027728
24V3461	24-0435	Ring with Round Stone	2746-000006	
25V2444	25-0272	Milwaukee 2540-20 Pin Nailer	2746-000007	L77AR250300622
25V2444	26-0007	Milwaukee 2540-20 Pin Nailer	2746-000008	L77AR250400489
25V2444	26-0008	Milwaukee 2540-20 Pin Nailer	2746-000009	L77AR250400513
25V2444	26-0009	Milwaukee 2540-20 Pin Nailer	2746-000010	L77AR250400485
25V2444	26-0010	Milwaukee 2540-20 Pin Nailer	2746-000011	L77AR250400484
25V2444	26-0011	Milwaukee 2540-20 Pin Nailer	2746-000012	L77AR250300619
25V2444	26-0012	Milwaukee 2540-20 Pin Nailer	2746-000013	L77AR250300618
25V2444	26-0013	Milwaukee 2540-20 Pin Nailer	2746-000014	L77AR250400482
25V2444	26-0014	Milwaukee 2540-20 Pin Nailer	2746-000015	L77AR250400494
25V2444	26-0015	Milwaukee 2540-20 Pin Nailer	2746-000016	L77AR250400495
25V2444	26-0016	Milwaukee 2540-20 Pin Nailer	2746-000017	L77AR250400491
25V2444	26-0017	Milwaukee 2540-20 Pin Nailer	2746-000018	L77AR250300621
25V2444	26-0018	Milwaukee 2540-20 Pin Nailer	2746-000019	L77AR250300604

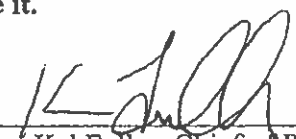
COPY

Case#	Evi#	Description	SKU	S/N
25V2444	26-0019	Milwaukee 2540-20 Pin Nailer	2746-000020	L77AR250400496
25V2444	26-0020	Milwaukee 2540-20 Pin Nailer	2746-000021	L77AR250400488
25V2444	26-0021	Milwaukee 2540-20 Pin Nailer	2746-000022	L77AR250400493
25V2444	26-0022	Milwaukee 2540-20 Pin Nailer	2746-000023	L77AR250400492
25V2444	26-0023	Milwaukee 2540-20 Pin Nailer	2746-000024	L77AR250400486
25V2444	26-0024	Milwaukee 2540-20 Pin Nailer	2746-000025	L77AR250300602
25V2444	26-0025	Milwaukee 2540-20 Pin Nailer	2746-000026	L77AR250300605
25V2444	26-0026	Milwaukee 2540-20 Pin Nailer	2746-000027	L77AR250300620
25V2444	26-0027	Milwaukee 2540-20 Pin Nailer	2746-000028	L77AR250400508
25V2444	26-0028	Milwaukee 2540-20 Pin Nailer	2746-000029	L77AR250300609
25V2444	26-0029	Milwaukee 2540-20 Pin Nailer	2746-000030	L77AR250300603
25V2444	26-0030	Milwaukee 2540-20 Pin Nailer	2746-000031	L77AR250400483
25V2444	26-0031	Milwaukee 2540-20 Pin Nailer	2746-000032	L77AR245102478
25V2444	25-0273	Milwaukee 2744-20 Frame Nailer	2746-000033	K82DR250602050
25V2444	26-0032	Milwaukee 2744-20 Frame Nailer	2746-000034	K82DR250602051
25V2444	26-0033	Milwaukee 2744-20 Frame Nailer	2746-000035	K82DR250602053
25V2444	26-0034	Milwaukee 2744-20 Frame Nailer	2746-000036	K82DR250502032
25V2444	26-0035	Milwaukee 2744-20 Frame Nailer	2746-000037	K82DR250502031
25V2444	25-0274	Milwaukee M12 XC 6.0 Battery	2746-000038	H29BDCHA 240904 2028730
25V2444	26-0036	Milwaukee M12 XC 6.0 Battery	2746-000039	H29BDCHA 240904 2028714
25V2444	26-0037	Milwaukee M12 XC 6.0 Battery	2746-000040	H29BDCHA 240904 2028750
25V2444	26-0038	Milwaukee M12 XC 6.0 Battery	2746-000041	H29BDCHA 240904 2028777
25V2444	26-0039	Milwaukee M12 XC 6.0 Battery	2746-000042	H29BDCHA 240904 2028738
25V2444	26-0040	Milwaukee M12 XC 6.0 Battery	2746-000043	H29BDCHA 240904 2028703
25V2444	26-0041	Milwaukee M12 XC 6.0 Battery	2746-000044	H29BDCHA 240904 2028674
25V2444	26-0042	Milwaukee M12 XC 6.0 Battery	2746-000045	H29BDCHA 240904 2028683
25V2444	26-0043	Milwaukee M12 XC 6.0 Battery	2746-000046	H29BDCHA 240904 2028720
25V2444	26-0044	Milwaukee M12 XC 6.0 Battery	2746-000047	H29BDCHA 240904 2028692
25V2444	26-0045	Milwaukee M12 XC 6.0 Battery	2746-000048	H29BDCHA 240904 2028752
25V2444	26-0046	Milwaukee M12 XC 6.0 Battery	2746-000049	H29BDCHA 240904 2028686
25V2444	26-0047	Milwaukee M12 XC 6.0 Battery	2746-000050	H29BDCHA 240904 2028732
25V2444	26-0048	Milwaukee M12 XC 6.0 Battery	2746-000051	H29BDCHA 240904 2028696
25V2444	26-0049	Milwaukee M12 XC 6.0 Battery	2746-000052	H29BDCHA 240904 2028707
25V2444	26-0050	Milwaukee M12 XC 6.0 Battery	2746-000053	H29BDCHA 240904 2028719
25V2444	26-0051	Milwaukee M12 XC 6.0 Battery	2746-000054	H29BDCHA 240904 2028705
25V2444	26-0052	Milwaukee M12 XC 6.0 Battery	2746-000055	H29BDCHA 240904 2028699
25V2444	26-0053	Milwaukee M12 XC 6.0 Battery	2746-000056	H29BDCHA 240904 2028729
25V2444	26-0054	Milwaukee M12 XC 6.0 Battery	2746-000057	H29BDCHA 240904 2028726
25V2444	26-0055	Milwaukee M12 XC 6.0 Battery	2746-000058	H29BDCHA 240904 2028731

COPY

Case#	Evi#	Description	SKU	S/N
25V2444	26-0056	Milwaukee M12 XC 6.0 Battery	2746-000059	H29BDCHA 240904 2028725
25V2444	26-0057	Milwaukee M12 XC 6.0 Battery	2746-000060	H29BDCHA 240904 2028701
25V2444	26-0058	Milwaukee M12 XC 6.0 Battery	2746-000061	H29BDCHA 240904 2028727
25V2444	26-0059	Milwaukee M12 XC 6.0 Battery	2746-000062	H29BDCHA 240904 2028698
25V2444	26-0060	Milwaukee M12 XC 6.0 Battery	2746-000063	H29BDCHA 240904 2028688
25V2444	25-0275	26 Milwaukee CP 3.0 Batteries	2746-000064	
25V2444	25-0276	Milwaukee M18 XC 5.0 Battery	2746-000065	G29NHTBC 250107 5675282
25V2444	26-0061	Milwaukee M18 XC 5.0 Battery	2746-000066	G29NHTBC 250107 5675287
25V2444	26-0062	Milwaukee M18 XC 5.0 Battery	2746-000067	G29NHTBC 250107 5675263
25V2444	26-0063	Milwaukee M18 XC 5.0 Battery	2746-000068	G29NHTBC 250107 5675278
25V2444	26-0064	Milwaukee M18 XC 5.0 Battery	2746-000069	G29NHTBC 250107 5675271
25V3800	25-0416	Hart 20V Weed Eater	2746-000070	LT20471D31018

I attest that the above-described property is authorized for auction or trade and so authorize it.

Signed:  Date: 4/29/24 Time: 1850
Kal Fuller, Chief of Police

I certify that the above property was auctioned as was authorized by Chief Kal Fuller.

Signed: _____ Date: _____ Time: _____
Evidence Custodian

Signed: _____ Date: _____ Time: _____
Witness

**Federal Firearms License
(18 U.S.C. Chapter 44)**

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51. See "WARNINGS" and "NOTICES" on reverse.**

Direct ATF Correspondence To	ATF - Chief, FFLC FFLC@atf.gov 1-866-662-2750	License Number	4-61-049-01-6F-11002
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Chief, Federal Firearms Licensing Center (FFLC) <i>Tracy Robertson</i>	Expiration Date	June 01, 2026
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Name
PROPERTYROOM.COM

Premises Address (Changes? Notify the FFLC in 30 days before the move.)
**4739 ROCKWELL ROAD
WINCHESTER, KY 40391-**

Type of License
01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Purchasing Certification Statement The licensee named above shall use a copy of this license to assist a transferor of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License."	Mailing Address (Changes? Notify the FFLC of any changes.) PROPERTYROOM.COM INC PROPERTYROOM.COM 6257 BUCKEYSTOWN PIKE, STE 475 FREDERICK, MD 21704-
--	---

<i>Alan Thompson</i> Licensee/Responsible Person Signature	CEO Position/Title
Alan Thompson Printed Name	11/30/2023 Date

ATF Form 8 (5310 11)
Revised September 2023

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

<p>ITEM TITLE</p> <p>Resolution approving a contract amendment to the 2025/26 Public Defender Agreement with the Law Office of Beck & Phillips, PLLC</p> <p>and</p> <p>Resolution authorizing the Mayor to execute a contract for indigent defense services from July 1, 2026 to June 30, 2028 with the Law Office of Beck and Phillips, PLLC</p>	<p>AGENDA NO. New Business 3 (E) & (F)</p> <p>AGENDA DATE: May 26, 2026</p>
<p>DEPARTMENT</p> <p>City Attorney & City Clerk</p>	<p>FUNDING CERTIFICATION (City Treasurer) (If applicable)</p>

DEPARTMENT HEAD REVIEW

Anita Palacios, City Clerk (Municipal Court)

<p>CITY ADMINISTRATOR</p> 	<p>MAYOR</p> 
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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 Yakima County District Court contract, the City is to provide indigent defense services to indigent defendants.

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

The Law Office of Beck and Phillips, PLLC, have requested an amendment to the 2025-26 City of Grandview Public Defender Agreement from May 26, 2026 through June 30, 2026, copy attached. Compensation for the amended agreement would include a total fixed-fee of \$205,000 payable in equal monthly installments plus additional compensation at a rate of \$180/hour.

In addition, staff and the Law Office of Beck and Phillips, PLLC, have negotiated a renewal of the Public Defender Agreement commencing July 1, 2026 through June 20, 2028, copy attached. Compensation for the new agreement would include a total fixed-fee, as follows:

- July 1, 2026 – June 30, 2027: 360 cases for \$167,400 paid in equal monthly installments. Cases in excess of 30/month shall, when possible, be referred to other defense counsel.
- July 1, 2027 – June 30, 2028: 330 cases for \$167,400 paid in equal monthly installments. Cases in excess of 28/month shall, when possible, be referred to other defense counsel.

ACTION PROPOSED

Move a resolution approving a contract amendment to the 2025/26 Public Defender Agreement with the Law Office of Beck & Phillips, PLLC and a resolution authorizing the Mayor to execute a contract for indigent defense services from July 1, 2026 to June 30, 2028 with the Law Office of Beck and Phillips, PLLC to the May 26, 2026 regular Council meeting for consideration.

RESOLUTION NO. 2026-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING A CONTRACT AMENDMENT TO THE 2025/2026 PUBLIC DEFENDER
AGREEMENT WITH THE LAW OFFICE OF BECK & PHILLIPS, PLLC**

WHEREAS, the City of Grandview and the Law Office of Beck & Phillips, PLLC (the "Law Firm"), entered into an agreement for public defender services from January 1, 2025, to June 30, 2026, which was approved by the Grandview City Council on November 26, 2024 (the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, the Law Firm has provided indigent defense services to the City since January 1, 2025; and,

WHEREAS, the Agreement contemplates that during the 18-month contract term, the Law Firm would be assigned approximately 450 cases; and

WHEREAS, the number of cases assigned to the Law Firm has exceeded 450 cases, with more than one month left before the Agreement expires on June 30, 2026; and

WHEREAS, City Council finds that it is appropriate to amend the Agreement to provide additional compensation to the Law Firm as compensation for the higher-than-anticipated case load it has handled and will continue to handle on behalf of the City,

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

The Amendment to 2025/26 City of Grandview Public Defender Agreement attached hereto is approved. The Mayor is hereby authorized to execute said agreement on behalf of the City and take such other action as necessary to effectuate its terms.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**AMENDMENT TO 2025/26 CITY OF GRANDVIEW
PUBLIC DEFENDER AGREEMENT**

WHEREAS, the City of Grandview ("City") and the Law Office of Beck & Phillips, PLLC ("Law Firm") entered into an agreement for public defender services from January 1, 2025, to June 30, 2026, which was approved by the Grandview City Council on November 26, 2024 (the "Agreement"), and

WHEREAS, pursuant to the terms of the Agreement, the Law Firm has provided indigent defense services to the City since January 1, 2025; and

WHEREAS, the Agreement contemplates that during the 18-month contract term, the Law Firm would be assigned approximately 450 cases; and

WHEREAS, the number of cases assigned to the Law Firm under the Agreement has exceeded 450 cases, with more than one month left before the Agreement expires on June 30, 2026; and

WHEREAS, the City Council of the City of Grandview had decided it is appropriate to amend the Agreement to provide additional compensation to the Law Firm as compensation for the higher-than-anticipated case load it has handled and will continue to handle on behalf of the City; and

IT IS HEREBY mutually agreed as follows:

Section 11, Compensation, of the 2025-2026 Public Defender Agreement between the City of Grandview and Beck & Phillips, PLLC, is amended as follows:

11. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in a total fixed-fee of the following amount, payable in equal monthly installments upon proper voucher for the same: \$205,000. Beginning May 26, 2026, and through the end of the contract term on June 30, 2026, Law Firm shall be entitled to additional compensation at a rate of \$180/hour for work performed on behalf of the City under this Agreement.

All payments shall be made to:

Law Office of Beck and Phillips, PLLC
723 Sixth Street, Suite 100
Prosser, WA 99350


The Agreement is otherwise affirmed in all relevant regards.

DATED this _ day of _____, 2026.

CITY OF GRANDVIEW


PUBLIC DEFENDER

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

By:  _____
Jordan Beck, WSBA #44069
723 Sixth Street, Suite 100
Prosser, WA 99350

ATTEST:

City Clerk

By:  _____
Christi Phillips, #44181
723 Sixth Street, Suite 100
Prosser, WA 99350

Dated: _____, 2026

RESOLUTION NO. 2026-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR
INDIGENT DEFENSE SERVICES FROM JULY 1, 2026, TO JUNE 30, 2028,
WITH THE LAW OFFICE OF BECK & PHILLIPS, PLLC**

WHEREAS, the City of Grandview is required to provide defense services for indigent residents of the City charged with misdemeanors and gross misdemeanors; and

WHEREAS, the City has for many years contracted with the Law Office of Beck & Phillips, PLLC, for the provision of indigent defense services on behalf of the City, and,

WHEREAS, the current contract between the City and the Law Office of Beck & Phillips, PLLC, expires on June 30, 2026; and

WHEREAS, City staff and the Law Office of Beck & Phillips, PLLC, have negotiated a contract for indigent services pursuant to which the Law Office of Beck & Phillips, PLLC, will accept 360 municipal cases during the period of time encompassing July 1, 2026, to June 30, 2027, and 330 municipal cases during the period of time encompassing July 1, 2027, to June 30, 2028,

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

The City of Grandview Public Defender Agreement attached hereto is approved. The Mayor is hereby authorized to execute said agreement on behalf of the City and take such other action as necessary to effectuate its terms.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2026.

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 2026, by and between Law Office of Beck and Phillips, PLLC, of Prosser, Washington, 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 723 Sixth Street, Suite 100, Prosser, WA, 99350; 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. As set forth in Section 11, the Public Defender shall accept 360 cases during the contract term commencing July 1, 2026, and terminating June 30, 2027, and shall accept 330 cases during the contract term commencing July 1, 2027, and terminating June 30, 2028. 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 July 1, 2026 and run for two years, with a final expiration date of on June 30, 2028.

11. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in a total fixed-fee of the following amount, payable in equal monthly installments.

- July 1, 2026-June 30, 2027: 360 cases for \$167,400 paid in equal monthly installments. Cases in excess of 30/month shall, when possible, be referred to other defense counsel.
- July 1, 2027-June 30, 2028: 330 cases for \$167,400 paid in equal monthly installments. Cases in excess of 28/month shall, when possible, be referred to other defense counsel.

All payments shall be made to:

Law Office of Beck and Phillips, PLLC
723 Sixth Street, Suite 100
Prosser, WA 99350

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. **Quarterly Report.** Public Defender shall provide a report to the City on a quarterly basis. The report shall document the number of open cases and whether any such cases are scheduled for trial. The report shall also document the number of cases closed in the quarter and the disposition of each. With respect to each open case, the report shall document: (1) the date Public Defender entered a notice of appearance; (2) the date of first client contact; (3) whether an investigator has been used; (4) whether motions have been filed; (5) whether expert witnesses have been retained; (6) whether a mental health evaluation was requested; and (7) the number of hours expended by Public Defender. The Public Defender shall provide such additional information as

requested by the City subject to applicable privileges and ethics rules. The parties agree to meet and discuss the quarterly report at the request of the City. Quarterly reports shall be submitted to the City on the first day of January, April, July and October of each year.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.


28. **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 _____, 2026.

CITY OF GRANDVIEW


PUBLIC DEFENDER

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

By:  _____
Jordan Beck, WSBA #44069
723 Sixth Street, Suite 100
Prosser, WA 99350

ATTEST:

City Clerk

By:  _____
Christi Phillips, #44181
723 Sixth Street, Suite 100
Prosser, WA 99350

Dated: _____, 2026

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.