

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, MARCH 10, 2020**



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

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
- 4. NEW BUSINESS**
 - A. Resolution approving Task Order No. 2020-02 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant (WWTP) Facility Plan 1-7
 - B. Resolution approving Task Order No. 2020-03 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant (WWTP) Utility Water Pump Controls 8-13
 - C. Street Maintenance Program 14-15
 - D. Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Troy Lee & Associates, Inc. 16-27
- 5. OTHER BUSINESS**
 - A. USDA Rural Development – Self-Contained Breathing Apparatus Grant 28-31
- 6. ADJOURNMENT**

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



ITEM TITLE Resolution approving Task Order No. 2020-02 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant (WWTP) Facility Plan	AGENDA NO.: New Business 4 (A) AGENDA DATE: March 10, 2020
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR

MAYOR

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

The City operates a Wastewater Treatment Plant (WWTP) under the terms of Department of Ecology (DOE) NPDES Permit No. WA0052205. Special Condition S9 requires the Permittee (City) to prepare a draft Facility Plan in accordance with Chapter 173-240 WAC and submit to DOE by September 30, 2020, for review. Additional Permit requirements include:

- As required by RCW 90.48.112, the facility plan must address the feasibility of using reclaimed water as defined in RCW 90.46.010.
- The report must contain any appropriate requirements as described in the following guidance documents:
 - ✓ Criteria for Sewage Works Design (DOE Publication No. 98-37 WQ, 2008)
 - ✓ Design Criteria for Municipal Wastewater Land Treatment Systems for Public Health Protection (Washington State Department of Health (DOH), 1994)
 - ✓ Guidelines for Preparation of Engineering Reports for Industrial Wastewater Land Application Systems (DOE Publication No. 93-36, 1993)
 - ✓ Water Reclamation and Reuse Standards (DOE and DOH Publication No. 97-23, 1997)
- To assure eligibility for DOE funding, the Facility Plan must include either SERP, NEPA, or both.

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 Task Order No. 2020-02 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant (WWTP) Facility Plan with an estimated total amount of \$64,000.00 for professional engineering services.

ACTION PROPOSED

Move a resolution approving Task Order No. 2020-02 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant (WWTP) Facility Plan to the regular Council meeting for consideration.

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2020-02 WITH HLA ENGINEERING
AND LAND SURVEYING, INC., FOR THE WASTEWATER TREATMENT
PLANT (WWTP) FACILITY PLAN**

WHEREAS, the City of Grandview has entered into a General Services Agreement with Huibregtse, Louman Associates, Inc., (HLA) for work pursuant to task orders; and,

WHEREAS, the City would like to enter into a Task Order with HLA to provide professional engineering services for the Wastewater Treatment Plant (WWTP) Facility Plan,

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

The Mayor is hereby authorized to sign Task Order No. 2020-02 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services for the Wastewater Treatment Plant (WWTP) Facility Plan with an estimated total amount of \$64,000.00 in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2020-02

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

WWTP Facility Plan

The City of Grandview (CITY) operates a wastewater treatment plant (WWTP) under the terms of Department of Ecology (Ecology) NPDES Permit No WA0052205. Special Condition S9. requires the Permittee (CITY) to prepare a draft Facility Plan in accordance with chapter 173-240 WAC and submit to Ecology by September 30, 2020, for review. Additional Permit requirements include:

- As required by RCW 90.48.112, the facility plan must address the feasibility of using reclaimed water as defined in RCW 90.46.010.
- The report must contain any appropriate requirements as described in the following guidance documents:
 - Criteria for Sewage Works Design (Washington State Department of Ecology, Publication No. 98-37 WQ, 2008)
 - Design Criteria for Municipal Wastewater Land Treatment Systems for Public Health Protection (Washington State Department of Health, 1994)
 - Guidelines for Preparation of Engineering Reports for Industrial Wastewater Land Application Systems (Washington State Department of Ecology, Publication No. 93-36, 1993)
 - Water Reclamation and Reuse Standards (Washington State Department of Ecology and Department of Health Publication No. 97-23, 1997)
- To assure eligibility for Department of Ecology funding, the Facility Plan must include either SERP, NEPA, or both.

SCOPE OF SERVICES:

At the direction of the CITY, HLA will provide professional engineering services for the WWTP Facility Plan (PROJECT). HLA will work with the CITY Council and staff, to prepare the Facility Plan. The Scope of Services is further outlined in the attached copy of WAC 173-240.

HLA shall provide the following services:

1.0 Prepare Facility Plan

- 1.1 HLA will provide three (3) copies of the "conceptual draft" plan for review and comment by CITY Council and staff.
- 1.2 HLA will incorporate CITY comments and publish three (3) copies of the "draft" plan for review and comment by the Washington State Department of Ecology (Ecology) and two (2) copies to the CITY.
- 1.3 Following receipt of CITY and Ecology written comments on the draft plan, HLA will publish four (4) copies of the "Final" Plan for the CITY and three (3) copies for submittal to Ecology.

2.0 Additional Services

- 2.1 Provide professional engineering and land surveying services for additional work requested by the CITY that is not included above.

3.0 Items to be Furnished and Responsibility of CITY

- 3.1. Provide full information as to CITY requirements of the Project.
- 3.2. Assist HLA by placing at their disposal all available information pertinent to the Project including previous reports, plans, program information, drawings, plats, surveys, utility records, and any other data relative to the Project.
- 3.3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of HLA.
- 3.4. Distribute the SEPA Checklist, receive review comments, and issue the appropriate environmental determination. For this Project, a Mitigated Determination of Non-Significance (MDNS) is anticipated.
- 3.5. Provide wastewater samples and pay for the cost of testing necessary for inclusion of test results in the Facility Plan.
- 3.6. Obtain approval of all governmental authorities having jurisdiction over the Plan and such approvals and consents from other individuals or bodies as may be necessary for completion of the Plan.

TIME OF PERFORMANCE:

HLA will diligently pursue completion of the PROJECT with the following schedule anticipated:

1.0 Prepare Facility Plan

Following the authorization to proceed, HLA will complete the "draft" Facility Plan by September 30, 2020. HLA will complete the "Final" General Sewer Plan within one hundred twenty (120) calendar days following receipt of all CITY and Ecology comments on the "draft" document.

2.0 Additional Services

Time for completion of work directed by the CITY under Additional Services shall be negotiated and mutually agreed upon at the time of service request by the CITY.

FEE FOR SERVICE:

1.0 Prepare Facility Plan

All work for Prepare Facility Plan services shall be performed for the Lump Sum fee of \$64,000.00.

2.0 Additional Services

Any additional work requested by the CITY that is not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with the services. HLA will perform the additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

Proposed:  2/21/2020
HLA Engineering and Land Surveying, Inc. Date
Michael T. Battle, PE, President

Approved: _____ Date _____
City of Grandview
Gloria Mendoza, Mayor

Chapter 173-240 WAC

SUBMISSION OF PLANS AND REPORTS FOR CONSTRUCTION OF WASTEWATER FACILITIES

Excerpt – WAC 173-240-060 Engineering report


- (1) The engineering report for a domestic wastewater facility shall include each appropriate (as determined by the department) item required in WAC 173-240-050 for general sewer plans unless an up-to-date general sewer plan is on file with the department. Normally, an engineering report is not required for sewer line extensions or pump stations. See WAC 173-240-020(13) and 173-240-030(5). The facility plan described in federal rule 40 CFR 35 is an "engineering report."
- (2) The engineering report must be sufficiently complete so that plans and specifications can be developed from it without substantial changes. Three copies of the report must be submitted to the department for approval, except as waived under WAC 173-240-030(5).
- (3) The engineering report shall include the following information together with any other relevant data as requested by the department:
 - (a) The name, address, and telephone number of the owner of the proposed facilities, and the owner's authorized representative.
 - (b) A project description that includes a location map and a map of the present and proposed service area.
 - (c) A statement of the present and expected future quantity and quality of wastewater, including any industrial wastes that may be present or expected in the sewer system.
 - (d) The degree of treatment required based upon applicable permits and rules, the receiving body of water, the amount and strength of wastewater to be treated, and other influencing factors.
 - (e) A description of the receiving water, applicable water quality standards, and how water quality standards will be met outside any applicable dilution zone.
 - (f) The type of treatment process proposed, based upon the character of the wastewater to be handled, the method of disposal, the degree of treatment required, and a discussion of the alternatives evaluated and the reasons they are unacceptable.
 - (g) The basic design data and sizing calculations of each unit of the treatment works. Expected efficiencies of each unit and also of the entire plant, and character of effluent anticipated.
 - (h) Discussion of the various sites available and the advantages and disadvantages of the site or sites recommended. The proximity of residences or developed areas to any treatment works. The relationship of the twenty-five-year and one hundred-year flood to the treatment plant site and the various plant units.
 - (i) A flow diagram that shows general layout of the various units, the location of the effluent discharge, and a hydraulic profile of the system that is the subject of the engineering report and any hydraulically related portions.
 - (j) A discussion of infiltration and inflow problems, overflows and bypasses, and proposed corrections and controls.
 - (k) A discussion of any special provisions for treating industrial wastes, including any pretreatment requirements for significant industrial sources.
 - (l) Detailed outfall analysis or other disposal method selected.
 - (m) A discussion of the method of final sludge disposal and any alternatives considered.
 - (n) Provision for future needs.
 - (o) Staffing and testing requirements for the facilities.
 - (p) An estimate of the costs and expenses of the proposed facilities and the method of assessing costs and expenses. The total amount shall include both capital costs and also operation and maintenance costs for the life of the project, and must be presented in terms of total annual cost and present worth.
 - (q) A statement regarding compliance with any applicable state or local water quality management plan or any plan adopted under the Federal Water Pollution Control Act as amended.

- (r) A statement regarding compliance with the State Environmental Policy Act (SEPA) and the National Environmental Policy Act (NEPA), if applicable.
- (4) The engineering report for projects that use land application, including seepage lagoons, irrigation, and subsurface disposal, shall include information on the following together with appropriate parts of subsection (3) of this section, as determined by the department:
 - (a) Soils and their permeability;
 - (b) Geohydrologic evaluation of factors such as:
 - (i) Depth to ground water and ground water movement during different times of the year;
 - (ii) Water balance analysis of the proposed discharge area;
 - (iii) Overall effects of the proposed facility upon the ground water in conjunction with any other land application facilities that may be present;
 - (c) Availability of public sewers;
 - (d) Reserve areas for additional subsurface disposal.
- (5) The engineering report for projects funded by the Environmental Protection Agency shall, in addition to the requirements of subsection (3) or (4) of this section, follow EPA facility plan guidelines contained in the EPA publication, "Guidance for Preparing a Facility Plan" (MCD-46), and shall indicate how the special requirements contained in 40 CFR 35.719-1 will be met.

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

ITEM TITLE	AGENDA NO.: New Business 4 (B)
Resolution approving Task Order No. 2020-03 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant (WWTP) Utility Water Pump Controls	AGENDA DATE: March 10, 2020
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Public Works Department	

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director 

CITY ADMINISTRATOR  **MAYOR** 

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

The City operates a Wastewater Treatment Plant (WWTP) under the terms of Department of Ecology (DOE) NPDES Permit No WA0052205. Effluent from the 1.5 MGD mechanical treatment process is used to provide utility water for washdown and other purposes in the treatment process and sludge dewatering facility. As the booster system was originally designed, pump control and pressure fluctuations were controlled by a 1,980-gallon hydropneumatic tank (500-gallon working volume). The booster system was sized to provide up to 300 gallons per minute with two pumps in operation. A pump control panel would signal one or more of the three utility water pumps to start or stop based on pressure in the tank. The bladder in the tank failed, so the control system no longer functions, and plant personnel operate the system manually.

Control technology has changed since the original installation. Pumps are now controlled by variable speed drives (VFDs) that receive pressure signals from a small (150-gallon) pressure tank. Speed of the individual pumps is adjusted by the VFDs to meet the demand, and additional pump(s) are called when utility water demand exceeds pump capacity.

A preliminary review found the existing pumps are suitable for operation on VFDs. Therefore, this project proposes to replace the existing hydropneumatic tank and control panel with a small pressure tank and new control panel. Vendor designed and supplied control panels are available for this application. The VFDs would be housed in the new control panel and new control wiring may be needed between the panel and pressure transducer near the pressure tank.

Depending on the selected panel supplier and costs, panel installation could be performed by the supplier, if appropriately licensed, or by an electrician selected from the City.

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

Attached is Task Order No. 2020-03 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant (WWTP) Utility Water Pump Controls with an estimated total amount of \$12,500.00 for professional engineering services.

ACTION PROPOSED

Move a resolution approving Task Order No. 2020-03 with HLA Engineering and Land Surveying, Inc., for the Wastewater Treatment Plant (WWTP) Utility Water Pump Controls to the regular Council meeting for consideration.

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2020-03 WITH HLA ENGINEERING
AND LAND SURVEYING, INC., FOR THE WASTEWATER TREATMENT
PLANT (WWTP) UTILITY WATER PUMP CONTROLS**

WHEREAS, the City of Grandview has entered into a General Services Agreement with Huibregtse, Louman Associates, Inc., (HLA) for work pursuant to task orders; and,

WHEREAS, the City would like to enter into a Task Order with HLA to provide professional engineering services for the Wastewater Treatment Plant (WWTP) Utility Water Pump Controls,

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

The Mayor is hereby authorized to sign Task Order No. 2020-03 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services for the Wastewater Treatment Plant (WWTP) Utility Water Pump Controls with an estimated total amount of \$12,500.00 in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2020-03

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

WWTP Utility Water Pump Controls

The City of Grandview (CITY) operates a wastewater treatment plant (WWTP) under the terms of Department of Ecology (Ecology) NPDES Permit No WA0052205. Effluent from the 1.5 MGD mechanical treatment process is used to provide utility water for washdown and other purposes in the treatment process and sludge dewatering facility. As the booster system was originally designed, pump control and pressure fluctuations were controlled by a 1,980-gallon hydropneumatic tank (500-gallon working volume). The booster system was sized to provide up to 300 gallons per minute with two pumps in operation. A pump control panel would signal one or more of the three utility water pumps to start or stop based on pressure in the tank. The bladder in the tank failed, so the control system no longer functions, and plant personnel operate the system manually.

Control technology has changed since the original installation. Pumps are now controlled by variable speed drives (VFDs) that receive pressure signals from a small (150-gallon) pressure tank. Speed of the individual pumps is adjusted by the VFDs to meet the demand, and additional pump(s) are called when utility water demand exceeds pump capacity.

A preliminary review found the existing pumps are suitable for operation on VFDs. Therefore, this project proposes to replace the existing hydropneumatic tank and control panel with a small pressure tank and new control panel. Vendor designed and supplied control panels are available for this application. The VFDs would be housed in the new control panel and new control wiring may be needed between the panel and pressure transducer near the pressure tank.

Depending on the selected panel supplier and costs, panel installation could be performed by the supplier, if appropriately licensed, or by an electrician selected from the CITY's small works roster.

SCOPE OF SERVICES:

At the direction of the CITY, HLA will provide professional engineering services for the WWTP Utility Water Pump Controls (PROJECT). HLA services shall include the following:

1.0 Design Engineering

- 1.1 Perform a site investigation to confirm size and orientation of the booster system components. Note motor nameplate and existing electrical supply data.
- 1.2 Review original booster system submittals and as-built information.
- 1.3 Prepare schematic plan set illustrating existing system components. Photographs may be used for this purpose.
- 1.4 Contact control panel suppliers regarding available materials, panel components, control strategies, and delivery schedules. If estimated costs are low and the supplier can install the equipment, the PROJECT may proceed to securing formal quotes at this point.
- 1.5 Prepare PROJECT plans, specifications and cost estimate based on information from suppliers.

- 1.6 Submit final documents to the CITY for review and approval.
- 1.7 Prepare advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees to be paid by the CITY.
- 1.8 Provide contract documents to potential bidders, as requested, and maintain planholder list.
- 1.9 Prepare any required addenda to contract documents.
- 1.10 Answer questions from prospective bidders during bidding.
- 1.11 Attend PROJECT bid opening, check and tabulate bids, and make recommendation of award to lowest responsible bidder.

2.0 Construction Phase Services

- 2.1 Coordinate and conduct preconstruction conference followed by issuance of Notice to Proceed.
- 2.2 Provide submittal review for PROJECT materials as provided by the Contractor per the PROJECT specifications.
- 2.3 Furnish a qualified resident engineer (inspector) to periodically observe construction. The resident engineer shall provide surveillance of construction for substantial compliance with plans and specifications. Up to three (3) site visits are included in this task.
- 2.4 Prepare construction progress reports for days the resident engineer is present.
- 2.5 Recommend progress payments for the Contractor to the CITY.
- 2.6 Monitor Contractor's compliance with the Contract documents for labor standards and review Statements of Intent to pay Prevailing Wages and Affidavits of Wages Paid.
- 2.7 Prepare and submit proposed contract change orders when applicable.
- 2.8 Conduct final inspection and prepare punchlist of items to be corrected by the Contractor and provide to the CITY.

3.0 Additional Services

- 3.1. Provide professional engineering and land surveying services for additional work requested by the CITY that is not included above.

4.0 Items to be Furnished and Responsibility of CITY

- 4.1. Provide full information as to CITY requirements of the PROJECT.
- 4.2. Assist HLA by placing at their disposal all available information pertinent to the PROJECT, including previous reports, plans, program information, drawings, plats, surveys, utility records, and any other data relative to the PROJECT.
- 4.3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 4.4. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from other individuals or bodies as may be necessary for completion of the PROJECT.

TIME OF PERFORMANCE:

HLA will diligently pursue completion of the PROJECT with the following schedule anticipated:

1.0 Design Engineering

Following the receipt of the signed Task Order, HLA will complete the final plans and specifications by April 30, 2020.

2.0 Construction Phase Services

Engineering services during construction for the PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through construction contract completion.

3.0 Additional Services

Time for completion of work directed by the CITY under Additional Services shall be negotiated and mutually agreed upon at the time of service request by the CITY.

FEE FOR SERVICE:

1.0 Design Engineering

All work for Design Engineering services shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants/engineers, for the estimated fee of \$5,000.

2.0 Construction Phase Services

All work for Construction Phase Services shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants/engineers, for the estimated fee of \$7,500.

2.0 Additional Services

Any additional work requested by the CITY that is not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with the services. HLA will perform the additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants/engineers..

Proposed:  3/3/2020
HLA Engineering and Land Surveying, Inc. Date
Michael T. Battle, PE, President

Approved: _____ Date _____
City of Grandview
Gloria Mendoza, Mayor



Memorandum

To: Mayor/Council

From: Cus Arteaga, City Administrator/Public Works Director

Date: March 3, 2020

Re: Street Maintenance Program

Street maintenance has been very challenging due to limited funding to apply and/or provide a proper maintenance program.

Five years ago, Council approved a Six-Year Street Sealcoat Maintenance Program. Staff provided a list of streets that would be completed within the six-year period and estimated spending \$80,000 per year as a funding appropriation. The funding was supported by the Transportation Benefit District (TBD) which will now go away due to the passage of I-976. One of the stipulations of the six-year program was staff would complete a roadway survey during the spring and bring back a modified recommendation for Council to consider if appropriate.

The City has been able to partner with either Benton County and/or Yakima County for the labor of applying the annual sealcoat treatment. The City has interlocal agreements in place with both agencies which eliminates the need to request sealed bids for the work.

The 2020 street sealcoat recommendation was as follows:

- North Fourth Street from Euclid to Wilson (2,680 feet)
- North Third Street from Wine Country Road to Opal (1,040 feet)
- Davie from North Third Street to North Fourth Street (442 feet)
- Nealy from North Third Street to North Fourth Street (442 feet)

However, I am recommending that Council consider a different street maintenance treatment for this year. Currently, there are three blocks of roadway that are failing and, in my opinion, beyond a chip-seal treatment and will require a full asphalt grind and overlay in order to preserve these sections of roadway. The areas are as follows:

- 200 Block of Elm Street estimated at \$36,000
- 100 Block of Birch Street estimated at \$30,000
- 200 Block of Birch Street estimated at \$32,000

These roadways are located within the center of town and are highly visible. As we continue to promote the downtown business core, these streets will be the first impression that newcomers will see.

Again, I consider this as one of our last chances to repair these streets since the TBD will potentially be going away because of I-976.

RECOMMENDATION:

I recommend that Council approve the proposal of postponing the chip-seal treatment for 2020 and allow staff to complete the three blocks as described above. If Council supports the recommendation, we will need to complete the following:


- Develop bid documents
- Advertise for sealed-bids
- Open bids and award the project

All of these steps are required in order to meet and comply with the State of Washington bidding requirements because of the total dollar amount limit. The maximum dollar amount we can approve without going to sealed-bid is \$65,000.

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

ITEM TITLE Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Troy Lee & Associates, Inc.	AGENDA NO. New Business 4 (D) AGENDA DATE: March 10, 2020
DEPARTMENT City Attorney & City Clerk	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

Anita Palacios, City Clerk (Municipal Court) 

CITY ADMINISTRATOR 	MAYOR 
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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 contract, the City must provide indigent defense services to indigent defendants. In the event of a conflict with the current public defender, the City must also provide alternate counsel for indigent defendants.

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

In 2018, the City negotiated contract terms with Troy Lee & Associates, Inc., to provide conflict indigent defense counsel. His contract has expired. Attached is a new Public Defender Agreement from March 1, 2020 to March 31, 2022 in the amount of \$90 per hour plus mileage. It would be in the best interest of the City to negotiate a new contract with Troy Lee & Associates, Inc., to provide conflict indigent defense counsel.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Troy Lee Associates, Inc., to the regular Council meeting for consideration.

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PUBLIC DEFENDER AGREEMENT
FOR CONFLICT INDIGENT DEFENSE COUNSEL WITH
TROY LEE & ASSOCIATES, INC.**

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

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

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

WHEREAS, the City of Grandview and Troy Lee & Associates, Inc., have negotiated a contract for conflict indigent services commencing March 1, 2020 and expiring on March 31, 2022; and,

WHEREAS, the City Council of the City of Grandview finds it to be in the interest of the City of Grandview to enter into a contract with Troy Lee & Associates, Inc., in the form attached hereto, for the provision of conflict indigent defense services;

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

The Mayor is hereby authorized to enter into a contract for conflict indigent defense services with Troy Lee & Associates, Inc., in the form attached hereto and to take such other action as necessary to effectuate said contract.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made and entered into this ___ day of March 2020, by and between Troy Lee & Associates, Inc., 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 117 N. 3rd Street, #201, Yakima, WA, 98901; and

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

IT IS HEREBY mutually agreed as follows:

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

2. **Public Defender Availability.** Public Defender must be available by telephone 24 hours a day, seven (7) days a week, for each week of the year in order to give legal advice to the client described in Section 1 herein during the course of representing said client.

3. **Administrative and Support Services.** Public Defender shall be responsible for administrative costs associated with providing legal representation. Such costs include, but are not limited to, travel, telephones, law library, electronic research, financial accounting, case management systems, computers, software, office space, supplies, training, meeting reporting requirements imposed by the City, the WSBA and the Washington Supreme Court, and other costs necessarily incurred in the day-to-day management of the contract. Public Defender shall maintain an office that accommodates confidential meetings with clients. Public Defender shall staff their office with an appropriate number of support staff and other support services, including a postal address and adequate telephone service to ensure prompt response to client contact. Public Defender shall maintain appropriate computer/word processing equipment in order to handle the paperwork generated by the contract case load as well as to comply with all reporting procedures.

4. **Insurance.** Without limiting the Public Defender's indemnification, it is agreed that the Public Defender shall maintain in force, at all times during the term of this Agreement, a policy or policies of insurance covering its operation as described below.

A. General Liability Insurance

The Public Defender shall maintain continuously public liability insurance with limits of liability not less than Two Hundred Fifty Thousand Dollars (\$250,000) for each occurrence, personal injury, and/or property damage liability.

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

B. Professional Liability Insurance

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

Such professional liability insurance shall be maintained in an amount not less than Two Hundred Thousand Dollars (\$200,000) combined single limit per claim/aggregate. The Public Defender further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy. The Public Defender shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City. The Public Defender shall not be required to make payments other than its judicially determined percentage, for any professional liability which is determined by a court of competent jurisdiction to be the result of the comparative negligence of the Public Defender and the City.

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

coverage. The Public Defender shall provide certificates of insurance or, upon written request of the City, duplicates of the policies as evidence of insurance protection.

C. Workers' Compensation

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

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

6. **Term and Renegotiation.** This Agreement shall commence on March 1, 2020 and expires on March 31, 2022.

7. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in an amount of \$90.00 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:

Troy Lee & Associates, Inc.
117 N. 3rd Street, #201
Yakima, WA 98901

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

8. **Client Transport.** Public Defender, or his employees or subcontractors, shall not transport clients by vehicle (personal or otherwise) while undertaking services pursuant to this Agreement. In the event Public Defender does transport clients during the course of representation as contemplated in this Agreement, Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of such transport, caused or contributed thereto by the Public Defender or his employees or subcontractors.

9. **Expert Witnesses.** The City shall, in addition, compensate the Public Defender for all expert witness fees incurred by the Public Defender on behalf of indigent clients covered by this Agreement upon application and approval of the court.

10. **Costs and Fees Assessed Against Defendants.** Any and all payments for reimbursement of court-appointed attorney's fees, as ordered and assessed by the Grandview Municipal Court or other court having jurisdiction to hear a City case, shall be payable by defendant directly to the Grandview Municipal Court.

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

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

13. **Ethic Compliance, Reports, and Training.** The Public Defender will provide the aforementioned services in conformity with all applicable Rules of Professional Conduct and will provide the Municipal Court and the City with any reports, fiscal or otherwise, which are reasonably required in the performance of the Municipal Court's and the City's responsibilities. 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.

14. **Taxes and Assessments.** The Public Defender shall be solely responsible for compensating its employees and for paying all related taxes,

deductions and assessments, including but not limited to, leasehold excise taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Public Defender shall pay the same before it becomes due.

15. **Independent Contractor.** The parties agree that the Public Defender is an independent contractor with the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Public Defender. No agent, employee, subcontractor, or representative of the Public Defender shall be deemed to be an employee, agent, servant, or representative of the City or of the City of Grandview Municipal Court for any purpose, and the employees, agents, subcontractors, or representatives of the Public Defender are not entitled to any of the benefits the City provides for its employees. The Public Defender will be solely and entirely responsible for his acts and for the acts of his agents, employees, subcontractors, or otherwise, during the performance of this Agreement.

16. **Indemnity.** The Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of the operation of this Agreement, caused or contributed thereto by the Public Defender or his employees or subcontractors. Provided, however, that nothing herein shall be deemed to require the Public Defender to indemnify the City or its elected or appointed officials, agents, volunteers, or employees for injury to persons, corporation, and/or property arising from the sole negligence of the City and its elected or appointed officials, employees, volunteers, and agents. In case of suit or action brought against the City and/or its elected or appointed officials, agents, volunteers, and employees for damages arising out of or by reason of any of the above-mentioned causes, the Public Defender agrees to pay all costs of defense, including reasonable attorney's fees and any judgment.

17. **Non discrimination.** The Public Defender shall not discriminate on the basis of race, creed, color, national origin, or physical, mental, or sensory handicap in the performance of this Agreement.

18. **Termination.** The City of Grandview may terminate this Agreement, with or without cause, upon ninety (90) days written notice sent by certified mail to the Public Defender at the address listed in this Agreement. The parties shall negotiate a reasonable fee for services to complete client representation which cannot be done through substituted counsel.

19. **Governing Law.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performances.

20. **Venue.** Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in the Superior Court for Yakima County, Washington

21. **Integration.** It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.


22. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

DATED this ____ day of March, 2020.

CITY OF GRANDVIEW

PUBLIC DEFENDER

By: _____
Gloria Mendoza
207 West Second Street
Grandview, WA 98930

By:  _____
Troy Lee, WSBA #30527
117 N. 3rd Street, #201
Yakima, WA 98901

ATTEST:

City Clerk

EXHIBIT A

PUBLIC DEFENSE STATEMENT OF WORK

1. **PUBLIC DEFENDER CONTRACTOR DUTIES AND RESPONSIBILITIES**
 - The Public Defender shall provide high quality indigent defense representation in the cases assigned to it by the Grandview Municipal Court. The representation shall be consistent with **EXHIBIT B, CLIENT REPRESENTATION PRACTICE GUIDELINES** as set forth below, and with the City's adopted standards for the delivery of public defense services. The representation shall be provided in a professional and skilled manner and shall be in compliance with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the best interests of the client.

2. **TASKS** – The Public Defender shall perform the following tasks with regard to each case to which the Public Defender is appointed.
 - A. Maintain a law office with a suitable client interview facility. The Public Defender will provide adequate phone lines, computers, postage, office equipment, office supplies, office furniture and legal research tools to maintain a smooth-running and efficient law office.

 - B. Receive notices of appointment for indigent defendants each court day. Set up and maintain files on each assigned defendant.

 - C. Establish and maintain client contact, keep the client informed of the progress of the case, and effectively provide legal advice to the client throughout the representation.

 - D. Timely interview defendants in custody anywhere in Yakima County.

 - E. Meet at least weekly with the Assigned Prosecutor to discuss pending matters.

 - F. Maintain continuity of representation at all stages of a case, including attendance at all first appearance proceedings, such as arraignments, for in-custody defendants. Except for illness, vacation or occasional conflicts, the assigned Public Defender shall appear at all Municipal Court hearings with their clients.

3. COMPLAINTS

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

EXHIBIT B

CLIENT REPRESENTATION PRACTICE GUIDELINES

Meet and communicate regularly with the client

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

Prepare cases well

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

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

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

- **In appropriate cases, encourage clients to obtain necessary evaluations and enroll in counseling and/or treatment even before ordered by the court to do so.**

Prevent continuances and delays within attorney's control

- **Treat all cases assigned to counsel with the highest priority.**
- **Avoid over scheduling whenever possible.**
- **Request continuances only if they are needed for substantive reasons.**

Rural Development

Yakima Area Office

606 Perry Street,
Suite D; Yakima, WA
8902-5798

Phone 509.454.5740
Ext 4
Fax (855) 847-5491

March 3, 2020

LETTER OF CONDITIONS – COMMUNITY FACILITIES PROGRAM

Subject: Purchase of Self-contained Breathing Apparatus- SCBA

Dear Mayor Gloria Mendoza:

This letter establishes conditions, which must be understood and agreed to before further consideration may be given to the application. This offer of financial assistance is being made to the City of Grandview through the Community Facilities Program, in Rural Housing an agency of USDA in the Rural Development (RD) mission area. Any changes in project costs, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by RD by written amendment to this letter. Any changes not approved by RD shall be cause for discontinuing processing of the application.

No qualified handicapped person shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives federal financial assistance, as required under, "Section 504 of the Rehabilitation Act".

This letter is not to be considered as grant approval or as representation that funds are available. The required documents may be completed on the basis of a grant not to exceed \$88,500.

Please complete and return the following forms as soon as possible:

- RD 1942-46 Letter of Intent to Meet Conditions
- RD 1940-1 Request for Obligation of Funds
- RD 442-7 Operating Budget

You will adopt and execute Form RD 3570-3, "Community Facilities Grant Agreement". The grant will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds", is mailed to you. This approval will still be contingent on your meeting the conditions herein.

Guidance from RD Instructions 3570-B may be obtained from this office to assist you with questions on particular phases of grant processing. You may also call our office at

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Esta institución es un proveedor de servicios con igualdad de oportunidades

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

any time for assistance or access the instructions on the Internet at http://rdinit.usda.gov/regs/regs_toc.html.

GENERAL CONDITIONS

PROJECT FUNDING

The financing proposal is based upon funds from:

City of Grandview	\$72,500
USDA-grant	\$88,500

TOTAL\$161,000

Funds have been budgeted for the following estimated expenditures:

22 SCBA units	\$160,117
Contingency	\$883

TOTAL\$161,000

Evidence of funds from the City of Grandview must be provided by the applicant prior to the purchase of any equipment or award of any contract. Any changes in funding sources following obligation of RD funds must be reported to the RD office.

PROCUREMENT

All procurement activities will be conducted to meet the applicable requirements of RD. Guidance is located in Instruction 1942-A and 1942.18 which can be accessed on the internet at http://rdinit.usda.gov/regs/regs_toc.html.

When authorized by RD you may solicit bids for the project. Bids should be taken in a manner to ensure maximum open and free competition. The bid should be awarded to the lowest bidder unless there are circumstances that would justify not doing so. RD is to be consulted before award of the bid. A positive effort must be made to utilize small and minority-owned businesses.

Any person or entity who requests or receives a contract or subcontract exceeding \$100,000 at any tier under a covered contract or loan must complete and submit a "Certification for Contracts, Grants, and Loans", Exhibit A-1 to RD Instruction 1940-Q, to the next higher tier.

GRANT AGREEMENT

Enclosed is a copy of form RD 3570-3, "Community Facilities Grant Agreement" for review. The City of Grandview will be required to execute the agreement at the time of grant closing and before any grant funds are advanced.

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 by fax (202) 690-7442 or email at program.intake@usda.gov.

Grant funds will be expended only for the purposes for which they are approved and will benefit only those areas for which the funds are committed.

The applicant contribution shall be considered the first funds expended. Ordinarily, funds provided from other sources will also be disbursed prior to the use of RD funds. RD funds will not be used to pre-finance funds committed to the project from other sources or the applicant. After providing for all authorized costs, any remaining RD project funds will be considered RD funds and refunded to RD.

Any equipment acquired with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 C.F.R. Part 200 in effect at this time and as may be subsequently modified. Any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 2 C.F.R. Part 200, in effect at this time and as may be subsequently modified.

The following forms will need your review and/or signature/s:

AD - 1048	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions and Other Responsibility
ACH	Automated Clearing House {bank info. used to transfer funds to borrower account}

ENVIRONMENTAL

The project scope of work as proposed has been evaluated to be consistent with all applicable environmental requirements as a CATEX without ER (1970.53 (a)(2)). If the project or any project element deviates from or is modified from the original approved project scope of work, RD must be contacted to determine whether additional environmental review may be required.

PAY REQUESTS

Payments through RD are made on a reimbursable basis. Pay requests regardless of funding source, must be reviewed by RD. An outlay report of expenditures will be provided to the applicant for project tracking.

AUDITS

If the City of Grandview expends in any given fiscal year \$750,000 or more in Federal financial assistance, the City of Grandview shall submit an audit performed in accordance with the requirements of OMB circular A-133.

If the City of Grandview expends in any given fiscal year less than \$750,000 in Federal financial assistance but has an outstanding debt with the RD of \$750,000 or more, the City of Grandview shall submit an audit performed in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

The audit requirements stated above apply only to the fiscal year(s) in which Community Facilities Grant funds are expended.

COMPLIANCE WITH SPECIAL LAWS AND REGULATIONS

The City of Grandview must comply with Federal, State, and local laws and any regulatory commission rules and regulations pertaining to; organization and authority to operate and maintain the facility, borrowing money, giving security therefor, and raising revenues for the repayment thereof; land use zoning; health and sanitation standards and design and installation standards.

You will acquire and maintain the appropriate licenses, permits, etc. necessary to own and operate the financed facility.

You will maintain a current registration in the System for Award Management (www.sam.gov) or successor system, as designated by RD, for the entire period of time in which you have an active federal award.

The financed facility must be operated in compliance with Title III of the Americans with Disabilities Act. Accommodation of the public must be accessible to the handicapped.

Your organization is subject to, and the financed facility must be operated in compliance with, Title VI of the Civil Rights Act of 1964. The attached Form RD 400-1, "Equal Opportunity Agreement," and Form RD 400-4, "Assurance Agreement" must be completed.

You will operate your facility in compliance with RD Instruction 1942-A, Section 1942.17(k), Section 504 of the Rehabilitation Act of 1973, "Title IX of the Education Amendments of 1972," and "Age Discrimination Act of 1975."

The financed facility must be operated in compliance with Title III of the Americans with Disabilities Act. Accommodation of the public must be accessible to the handicapped.

If all conditions set forth in this letter are not met within 12 months from the date hereof, RD reserves the right to discontinue the processing of the application. In addition, it is expected that closing will take place within 12 months from the date of grant approval in order for RD to retain the obligation.

Sincerely,



Marti Canatsey
Community Programs Specialist

cc:

Peter McMillin, Community Programs Director

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.