GRANDVIEW CITY COUNCIL COMMITTEE-OF-THE-WHOLE SPECIAL MEETING AGENDA TUESDAY, DECEMBER 8, 2020



Governor Proclamation 20-28.12 continues the prohibition on "in-person" meetings. This meeting will be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

COMMITTEE-OF-THE-WHOLE SPECIAL MEETING - 6:30 PM

<u>PAGE</u>

- 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 authorizing the Mayor to sign the Washington State Transportation
 Improvement Board Grant Agreement for the FY 2022 Overlay Project,
 TIB Project Number 3-E-183(009)-1, Wine Country Road from Euclid Road
 Intersection to I-82 On-Ramp
 - B. Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 11-14 010121GV with the Yakima Valley Conference of Governments
 - C. Employee Appreciation Ideas Councilmember Diana Jennings 15
- 5. OTHER BUSINESS
- 6. ADJOURNMENT

The City of Grandview Special Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, December 8, 2020 at 6:30 pm and 7:00 pm will only be available via teleconference.

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

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You can also dial in using your phone. (For supported devices, tap a one-touch number below to join instantly.)

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- One-touch: tel:+18722403212,,592362461#

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

ITEM TITLE

AGENDA NO.: New Business 4 (A)

Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Grant Agreement for the FY 2022 Overlay Project, TIB Project Number 3-E-183(009)-1, Wine Country Road from Euclid Road Intersection to I-82 On-Ramp

AGENDA DATE: December 8, 2020

DEPARTMENT

FUNDING CERTIFICATION (City Treasurer)

(If applicable) N/A

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 submitted a grant funding application to the Washington State Transportation Improvement Board in the amount of \$307,456 for a grind and overlay of Wine Country Road from the Euclid Road Intersection to the I-82 On-Ramp.

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

On November 20, 2020, the City was awarded FY 2022 Overlay Project funding from the Washington State Transportation Improvement Board in the amount of \$307,456 for a grind and overlay of Wine Country Road from the Euclid Road Intersection to the I-82 On-Ramp. The City will be required to provide a 10% local match in the amount of \$30,745 which will be funded through the Transportation Benefit District. The project is scheduled for construction in the spring of 2021. Attached is the Fuel Tax Grant Agreement with TIB that will require Council approval.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Grant Agreement for the FY 2022 Overlay Project, TIB Project Number 3-E-183(009)-1, Wine Country Road from Euclid Road Intersection to I-82 On-Ramp to the December 8, 2020 regular Council meeting for consideration.



Washington State

Transportation Improvement Board

TIB Members

Chair Commissioner Richard Stevens Grant County

> Vice Chair Mayor Glenn Johnson City of Pullman

> > Amy Asher RiverCities Transit

Aaron Butters, P.E. HW Lochner Inc.

Barbara Chamberlain WSDOT

Elizabeth Chamberlain City of Walla Walla

Chad Coles, P.E. Spokane County

Mike Dahlem, P.E. City of Sumner

> Sue Dreier Pierce Transit

John Klekotka, P.E. Port of Everett

Commissioner Robert Koch Franklin County

John Koster
County Road Administration Board

Colleen Kuhn Human Services Council

Councilmember Sam Low Snohomish County

Mayor Ron Lucas
Town of Steilacoom

David Ramsay Feet First

Steve Roark, P.E. WSDOT

Councilmember Mike Todd City of Mill Creek

> Jennifer Walker Thurston County

Ashley Probart Executive Director

P.O. Box 40901 Olympia, WA 98504-0901 Phone: 360-586-1140 Fax: 360-586-1165 www.tib.wa.gov November 20, 2020

RECEIVED

DEC - 2 2020

CITY OF GRANDVIEW

The Honorable Gloria Mendoza Mayor City of Grandview 207 West 2nd Street Grandview, WA 98930-1398

Dear Mayor Mendoza:

Congratulations! We are happy to announce the selection of your project, FY 2022 Overlay Project, Multiple Locations, TIB project number 3-E-183(009)-1. TIB is awarding 89.9999% of eligible project costs with a maximum grant of \$307,456.

This year, we received requests to fund 177 different projects, totaling more than \$189 million. We are pleased to provide \$59 million in transportation investments to cities and counties like yours throughout the state.

If you have questions, please contact Christa Draggie, TIB Project Engineer, at (360) 586-1147 or e-mail ChristaD@TIB.wa.gov.

Sincerely,

Ashley Probart Executive Director

Tulant



Washington State

Transportation Improvement Board

TIB Members

Commissioner Richard Stevens
Grant County

Vice Chair Mayor Glenn Johnson City of Pullman

Amy Asher RiverCities Transit

Aaron Butters, P.E. HW Lochner Inc.

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Commissioner Robert Koch Franklin County

John Koster
County Road Administration Board

Colleen Kuhn Human Services Council

> Councilmember Sam Low Snohomish County

> > Mayor Ron Lucas
> > Town of Steilacoom

David Ramsay Feet First

Steve Roark, P.E. WSDOT

Councilmember Mike Todd City of Mill Creek

> Jennifer Walker Thurston County

Ashley Probart Executive Director

P.O. Box 40901 Olympia, WA 98504-0901 Phone: 360-586-1140 Fax: 360-586-1165 www.tib.wa.gov November 20, 2020

Mr. Cus Arteaga
City Administrator/Public Works Director
City of Grandview
207 West 2nd Street
Grandview, WA 98930-1398

RECEIVED

DEC - 2 2020

CITY OF GRANDVIEW

Dear Mr. Afteaga:

Congratulations! We are pleased to announce the selection of your project, FY 2022 Overlay Project, Multiple Locations, TIB project number 3-E-183(009)-1.

TIB is awarding 89.9999% of approved eligible project costs with a maximum grant of \$307,456.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB:

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 20, 2021 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Christa Draggie, TIB Project Engineer, at (360) 586-1147 or e-mail ChristaD@TIB.wa.gov.

Sincerely,

Ashley Propart
Executive Director

Enclosures

Arterial Preservation Program (APP) Approved Segment Listing

GRANDVIEW

FY 2022 Overlay Program

Street	Termini	Pavement Length	Pavement Width
Wine Country Road	Euclid Rd to N Euclid Rd	235 feet	48 feet
Wine Country Road	West of Euclid Rd to South of Viall	1,310 feet	39 feet
Wine Country Road	South of Viall Rd to North of Viall Rd	125 feet	39 feet
Wine Country Road	North of Viall Rd to I-82 On-ramp	1,150 feet	39 feet

RESOLUTION NO. 2020-____

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD GRANT AGREEMENT FOR THE FY 2022 OVERLAY PROJECT, TIB PROJECT NUMBER 3-E-183(009)-1, WINE COUNTRY ROAD FROM EUCLID ROAD INTERSECTION TO I-82 ON-RAMP

WHEREAS, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB grant funds in the amount of \$307,456 for the FY 2022 Overlay Project Wine Country Road from Euclid Road Intersection to the I-82 On-Ramp, and

WHEREAS, the City must execute a Grant Agreement setting forth the terms and conditions and the regulations by which the City must comply in order to receive said funding,

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

The Mayor is hereby authorized to sign the Grant Agreement between the City of Grandview and the Washington State Transportation Improvement Board in the form as is attached hereto and incorporated herein by reference for the FY 2022 Overlay Project Number 3-E-183(009)-1, Wine Country Road from Euclid Road Intersection to the I-82 On-Ramp.

meeting on, 2020.	JL and APPROVED by the MATOR at its regular
	MAYOR
	ATTEST:
	CITY CLERK
APPROVED AS TO FORM:	
CITY ATTORNEY	

City of Grandview
3-E-183(009)-1
FY 2022 Overlay Project
Multiple Locations

STATE OF WASHINGTON TRANSPORTATION IMPROVEMENT BOARD AND City of Grandview AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2022 Overlay Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Grandview, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 89.9999 percent of approved eligible project costs up to the amount of \$307,456, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims. suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

Approved as to Form

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Attorney General			
Ву:			
Signature on f	ile		
Guy Bowman Assistant Attorney General	1	<u> </u>	
Lead Agency		Transportation Improvemer	nt Board
Chief Executive Officer	Date	Executive Director	Date
Print Name	VIII - 1	Print Name	

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

Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010121GV with the Yakima Valley Conference of Governments

DEPARTMENT
Planning

Planning

Planning

Planning

AGENDA NO.: New Business 4 (B)

AGENDA DATE: December 8, 2020

FUNDING CERTIFICATION (City Treasurer) (If applicable)

Planning

DEPARTMENT HEAD REVIEW

Anita Palacios, City Clerk

CITY ADMINISTRATOR

MAYOR

MAYOR

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

Each year, the City contracts with the Yakima Valley Conference of Governments (YVCOG) for technical assistance to include planning activities and grant applications on an as needed basis as requested by 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.

YVCOG has the expertise and capability of assisting the City with planning activities and projects. The maximum amount of compensation and reimbursement to be paid by the City to YVCOG under this Technical Assistance Contract is \$5,000, contract attached. When assistance is requested by the City, YVCOG prepares a scope of work and cost estimate. YVCOG invoices the City based upon actual expenses incurred. This amount has been appropriated in the 2021 planning budget under professional services.

ACTION PROPOSED

Move resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010121GV with the Yakima Valley Conference of Governments to a regular Council meeting for consideration.

RESOLUTION NO. 2021-___

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE TECHNICAL ASSISTANCE CONTRACT NO. 010121GV WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

WHEREAS, the City of Grandview wishes to enter into a Technical Assistance Contract with the Yakima Valley Conference of Governments for technical planning assistance,

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

The Mayor is hereby authorized to sign the Technical Assistance Contract No. 010120GV with the Yakima Valley Conference of Governments in the form as is attached hereto and incorporated herein by reference.

PASSED by the CITY COU meeting on, 2	INCIL and APPROVED by the MAYOR at its regular 021.
	MAYOR
	ATTEST:
	CITY CLERK
APPROVED AS TO FORM:	
CITY ATTORNEY	<u> </u>

CITY OF GRANDVIEW TECHNICAL ASSISTANCE CONTRACT NO. 010121GV

2021

THIS CONTRACT, entered into this day of, 2021 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of GRANDVIEW, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by, Mayor, hereunto duly authorized:
WITNESSETH THAT;
WHEREAS, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,
WHEREAS, the City is desirous of contracting with the Conference for certain technical planning assistance; and,
WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;
NOW THEREFORE, the parties do mutually agree as follows:
1. Scope of Services. Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:
1.1 Develop or assist in development of grant applications for community projects as requested by the Mayor or City Administrator;
1.2 Develop or assist with GIS for community projects as requested by the Mayor or City Administrator;;
1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.
2. Time of Performance. The services provided by the Conference pursuant to this contract shall:
☑ commence on January 1, 2021 and shall end on December 31, 2021.
□ commence on, 2021 and shall end on, 2021.

3. Access to Information. It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City. No charge shall be made to the Conference for such information, and the City will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. Compensation and Method of Payment. The maximum amount	of compensation and reimbursement
to be paid by the City hereunder shall not exceed \$	for all services required. In addition,
the City will provide, at no charge to the Conference, photocopy se	rvice and secretarial assistance in
typing reports for submittal to the Council and Planning Commissi	on. The Conference shall assume full
responsibility for payments of federal, state and local taxes or conti	ributions imposed or required under the

Social Security, Workmen's Compensation and Income Tax Laws for persons other than City employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to the City for payment based upon work completed for the City. Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

- 6.1. Termination of Contract for Cause. If, through any cause, the City or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.
- 6.2. Termination for Convenience. Either the City or the conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, the City will compensate the Conference for that portion of services extended unto the City.
- 7. Modification. The terms of this contract may be changed or modified by mutual agreement of the City and the Conference in the form of written amendments to this contract.
- 8. Contract for Continuation. The City shall give notice of their intent to continue or discontinue the contractual agreement for the year 2021, at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS	CITY OF GRANDVIEW YAKIMA COUNTY
BY:Conference Chair	BY: Mayor Gloria Mendoza
ATTEST: Secretary	ATTEST: Anita Palacios, City Clerk

Chapter 26 EMPLOYEE RECOGNITION

26.01 <u>Policy Statement</u>. The purpose of this policy is to provide for the recognition of employees and volunteers.

26.02 Policy. This policy shall apply to all departments of the city, employees and volunteers. The city and its various departments may provide awards and hold special events to recognize and acknowledge publicly the contribution of employees and volunteers to the successful conduct of the city's business. Recognition events may include any of the following elements:

- A. Public acknowledgment of excellence and/or achievement by elected officials or department heads.
- B. Presentation of individual awards such as certificates, plaques and other recognition mementoes.
- C. Recognition of group success and achievement.
- D. Meal and light refreshments whose purpose is to honor volunteers and/or employee service awards in recognition of exemplary service, notable achievements, i.e., course completion, length of service, outstanding safety performance, cost saving suggestions, exemplary service above and beyond the normal job requirements, and other achievements in support of the city's mission.

Such awards may be made by the Mayor upon recommendation by the City Administrator and should be a budgeted item in each department. The cost of individual awards shall not exceed \$100.00 each.