

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, JANUARY 11, 2022**



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

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

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

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.
- 4. NEW BUSINESS**
 - A. Resolution declaring Police Department property as surplus and authorizing its sale or disposal 1-3
 - B. Resolution authorizing the Mayor to sign a Technical Assistance Contract No. 010122GV with the Yakima Valley Conference of Governments 4-7
 - C. Resolution authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments for the Housing Action Plan 8-20
 - D. Casey Kidd, NaviRetail, Inc.
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, January 11, 2022 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

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

Join Zoom Meeting

<https://us06web.zoom.us/j/88038716999?pwd=b2hiaUNUamt6K0t6bkx3Umdza2RIUT09>

Meeting ID: 880 3871 6999

Passcode: 760550

To join via phone: +1 253 215 8782

Meeting ID: 880 3871 6999

Passcode: 760550

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

ITEM TITLE

Resolution declaring Police Department property as surplus and authorizing its sale or disposal

AGENDA NO.: New Business 4 (A)

AGENDA DATE: January 11, 2022

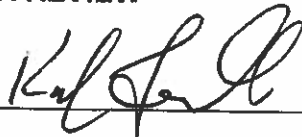
DEPARTMENT

Police Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Kal Fuller, Police Chief



CITY ADMINISTRATOR

MAYOR



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

The Police Department has desktop computers and laptops on capital replacement schedules. The computers and laptops are rotated out every four (4) to six (6) years and then surplus.

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

The Police Department would like to surplus six (6) laptops and three (3) desktop computers that are surplus property. Benton REA will scrub the computers of all information in exchange for the component parts.

ACTION PROPOSED

Move a resolution declaring Police Department property as surplus and authorizing its sale or disposal to a regular Council meeting for consideration.

GRANDVIEW POLICE DEPARTMENT

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



KAL FULLER
Chief of Police

Date: 12/08/2021
To: Cus Arteaga, City Administrator
From: Kal Fuller, Police Chief
Re: Surplus/Destruction of Police Department Computers & Laptops

I have the following laptops and computers that are of no current or future value to GPD and the surplus thereof would be in the best interest of the City.

The below listed items may be declared as surplus and sold at auction, destroyed, or donated:

Laptops

Panasonic	Model #:CF-GCMBXAM	Serial #: 8JTYA19389
	Model #:CF-2MLBBD1M	Serial #: 2BTYA45177
	Model #:CF-2MLBBD1M	Serial #: 2BTYA44656
	Model #:CF-2MLBBD1M	Serial #: 2BTYA44643
	Model #:CF-51RCLDFBM	Serial #: 7FTYA50420 R
	Model #:CF-51RCLDFBM	Serial #: 7FTYA49606 R
HP Gateway	Model: NX8504	Serial #: 0036332090

Desktop PC

(Custom Alden Builds)

Model #: 1622A040400190	Serial #: 65868-01
Model #: 16245069001634	Serial #: 679331
Model #: 16245069001000	Serial #: 679332,
	Serial #: 63506-1
	Serial #: 63506-2
	Serial #: 7146702

I contacted Heaverlo's Auctions. They said the computer market fluctuates and they may or may not take computers at any particular auction.

I contacted Benton REA that handles our routine computer work. They said they could scrub all information from the computers for a fee. Because of the sensitive personal information that may be on PD computers they must be completely scrubbed before destruction. Benton REA has once again offered to do a scrub on each computer in exchange for recycling the component parts.

I will send a request to Council to declare PD property surplus. If the resolution is passed, I will then arrange for Benton REA to pick up and remove the computers.

RESOLUTION NO. 2022-___

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

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

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

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

Section 1. The following Police Department computers and/or laptops are hereby declared surplus and no longer needed for the conduct of City business:

Laptops: Panasonic Model #CF-GCMBXAM/Serial #8JTYA19389; Model #CF-2MLBBD1M/Serial #2BTYA45177; Model #CF-2MLBBD1M/Serial#2BTYA44656; Model #CF-2MLBBD1M/Serial #2BTYA44643; Model #CF-51RCLDFBM/Serial #7FTYA50420 R; Model #CF-51RCLDFBM/Serial #7FTYA49606; HP Gateway Model #NX8504/Serial #0036332090

Desktop Computers: (Custom Alden Builds) Model #1622A040400190/Serial #65868-01; Model #16245069001634/Serial #679331; Model #16245069001000/Serial #679332, Serial #63506-1, Serial #63506-2, Serial #7146702

Section 2. City staff is authorized to dispose of the equipment described in Section 1 of this resolution by public auction, sale, trade-in or disposal for an amount that represents a fair market value of the equipment.

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2022.

MAYOR

ATTEST:

CITY CLERK


APPROVED AS TO FORM:



CITY ATTORNEY

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

ITEM TITLE Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010122GV with the Yakima Valley Conference of Governments	AGENDA NO.: New Business 4 (B) AGENDA DATE: January 11, 2022
DEPARTMENT Planning	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

Anita Palacios, City Clerk 

CITY ADMINISTRATOR  **MAYOR** 

ITEM HISTORY (Previous council 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 \$10,000, 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 2022 planning budget under professional services.

ACTION PROPOSED

Move resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010122GV with the Yakima Valley Conference of Governments to a regular Council meeting for consideration.

RESOLUTION NO. 2022-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE TECHNICAL ASSISTANCE CONTRACT
NO. 010122GV 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. 010122GV with the Yakima Valley Conference of Governments in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF GRANDVIEW
TECHNICAL ASSISTANCE CONTRACT NO. 010122GV

THIS CONTRACT, entered into this ____ day of _____, 2022 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 Gloria Mendoza, 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, 2022 and shall end on December 31, 2022.

commence on _____, 2022 and shall end on _____, 2022.

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 \$ 10,000.00 for all services required. In addition, the City will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal to the Council and Planning Commission. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions 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 2022, 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

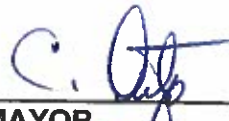
ATTEST: _____
Anita Palacios, City Clerk

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

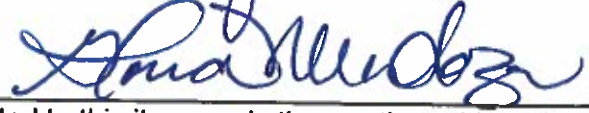
ITEM TITLE Resolution authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments for the Housing Action Plan	AGENDA NO.: New Business 4 (C) AGENDA DATE: January 11, 2022
DEPARTMENT Planning	FUNDING CERTIFICATION (City Treasurer) (If applicable)

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)

On October 28, 2021, the Department of Commerce informed that the consortium of cities in the Yakima Valley region including Grandview, Toppenish, Union Gap, Wapato, Zillah and Tieton were awarded \$450,000 in grant funds for the 2021-23 Biennium to assist with increasing urban residential building capacity and streamlining regulations. The funding would support cities as they study their housing needs and develop strategies to meet those needs with a Housing Action Plan.

At the November 23, 2021 meeting, Council approved Resolution No. 2021-48 authorizing the Mayor to sign an Interlocal Agreement between City of Union Gap, Yakima Valley Conference of Governments and the City of Grandview for the administration and development of a Housing Action Plan.

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

Attached is a Professional Service Agreement with the Yakima Valley Conference of Governments in the amount of \$13,000 for the estimated adoption of Housing Action Plan Scope of Work.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments for the Housing Action Plan to a regular Council meeting for consideration.

Anita Palacios

From: Chris Wickenhagen <chris.wickenhagen@yvcog.org>
Sent: Friday, October 29, 2021 8:02 AM
To: Sharon Bounds; Fred Munoz; Jenny Korens; Lance Hoyt; Arlene Fisher; Cus Arteaga; Anita Palacios; Kim Grimm; Margaret Estrada
Cc: YVCOG - All Staff; YVCOG Exec Committee
Subject: FW: HAPI Grant
Attachments: HAPI Grant.pdf

CAUTION: External Email

Congratulations!! YVCOG is so excited to perform this housing study needs for your city and to review different 'action steps' for your city to meet your goals for housing in your community. We will work closely with you and your staff to develop a Housing Action Plan specific to your jurisdiction.

YVCOG will reach out to all of you regarding the Scope of Work and what to expect next from Commerce.

Congratulations again!

Regards,
Chris

Chris Wickenhagen, Executive Director
Yakima Valley Conference of Governments
Phone: 509-574-1550
Direct: 509-759-7986



From: Weyl, Linda (COM) <linda.weyl@commerce.wa.gov>
Sent: Thursday, October 28, 2021 6:44 PM
To: Gloria Mendoza <mendozag@grandview.wa.us>; mark.oaks@cityoftoppenish.us; john.hodkinson@uniongapwa.gov; kworkman@wapato-city.org; Scott Carmack <scarmack@cityofzillah.us>; DeWane Ashbrooks

<datieton0@centurytel.net>

Cc: Fritzel, Anne (COM) <anne.fritzel@commerce.wa.gov>; Hodgson, Laura (COM) <laura.hodgson@commerce.wa.gov>;
Kuhta, Scott (COM) <scott.kuhta@commerce.wa.gov>; Chris Wickenhagen <chris.wickenhagen@yvcog.org>

Subject: HAPI Grant

CAUTION : This email originated from outside of this organization. Please exercise caution with links and attachments.

Dear recipient:

Please see the attached award letter regarding a grant from Growth Management Services.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

RE: Housing Action Plan and Implementation Grant – Increasing Residential Building Capacity

Dear Mayors,

I am pleased to inform you that the consortium of cities in the Yakima Valley region including Grandview, Toppenish, Union Gap, Wapato, Zillah and Tieton have been awarded \$450,000 in grant funds for the 2021-23 Biennium to assist with increasing urban residential building capacity and streamlining regulations. Union Gap will administer the majority of these funds on behalf of the participating cities.

The Washington State Legislature created this grant program under Engrossed Second Substitute House Bill (E2SHB) 1923 (Chapter 348, Laws of 2019), and re-appropriated funding in the 2021 legislative session. This funding supports cities as they study their housing needs and develop strategies to meet those needs with a Housing Action Plan (HAP), or implement housing strategies of an adopted HAP or comparable housing study to increase housing capacity.

This grant will be administered by the Washington Department of Commerce, Growth Management Services (GMS) unit. Before we disburse the funds, a contract with an agreed upon scope of work and budget will need to be executed between your organization and the Department of Commerce. Your scope of work and budget under this grant must be consistent with the scope of work and budget included in your grant application or as adjusted with Commerce staff. Funds may be retroactively applied to project costs related to your grant scope of work, beginning July 1, 2021, the beginning of the 2021-23 Biennium.

Laura Hodgson, Senior Planner, will be in touch with you in November to develop the contract and answer any questions you may have. Laura can be reached at laura.hodgson@commerce.wa.gov.

Sincerely,

Dave Andersen, AICP
Managing Director
Growth Management Services

Anita Palacios

From: Tamara Hayward <tamara.hayward@yvcog.org>
Sent: Tuesday, January 4, 2022 2:43 PM
To: Gloria Mendoza; Anita Palacios
Subject: Grandview/YVCOG Housing Action Plan Contract
Attachments: City Agreements - Final HAP Adoption Contract Grandview.docx

Importance: High

CAUTION: External Email

Good afternoon!

Attached for your review/signature is the YVCOG Housing Action Plan Contract. Please feel free to contact our office if you have any questions or concerns.

Thank you,
Tami

Tami Hayward, Financial Specialist

Yakima Valley Conference of Governments
311 N 4th Street, Suite 204
Yakima, WA 98901

509-574-1550 (Office)
509-759-7987 (Direct)



RESOLUTION NO. 2022-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICE AGREEMENT
WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS FOR THE
HOUSING ACTION PLAN**

WHEREAS, the City of Grandview wishes to enter into a Professional Service Agreement with the Yakima Valley Conference of Governments for preparation of the Housing Action Plan,

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 Professional Service Agreement with the Yakima Valley Conference of Governments for preparation of the Housing Action Plan in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

City of Grandview, WA
PROFESSIONAL SERVICE AGREEMENT

THIS CONTRACT, entered into this ____ day of _____, _____ 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 Gloria Mendoza, 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. Services to be Provided by the Parties:

- a. The Conference shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance:

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be June 30, 2023.

3. Consideration:

The City agrees to adopt a Housing Action Plan before June 30, 2023. The City shall reimburse the Conference in accordance with the Budget described in Attachment #1 of the contract for all allowable expenses agreed upon by the parties to complete the deliverable identified in the Scope of Work. In no event shall the total amount to be reimbursed by the City exceed the sum of \$13,000.

4. Records:

The Conference agrees to maintain such records and follow such procedures as may be required as the City may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Conference for a period of three years after final audit of the City's project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period of record retention.

The City and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records, and books of the Conference involving transactions related to this local program and contract.

5. Relationship:

The relationship of the Conference to the City shall be that of an independent consultant rendering professional services. The Conference shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Conference.

6. Suspension, Termination, and Close Out:

If the Conference fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract in the manner specified herein:

- a. Suspension - If the Conference fails to comply with the terms and conditions of this contract, or whenever the Conference is unable to substantiate full compliance with provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Conference or its authorized representative. The suspension will remain in full force and effect until the Conference has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Conference or its authorized representative during the period of suspension will be allowable under the contract except:
- (1) Reasonable, proper, and otherwise allowable costs which the Conference could not avoid during the period of suspension;
 - (2) If upon investigation, the Conference is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed; and
 - (3) In the event all or any portion of the work prepared or partially prepared by the Conference be suspended, abandoned, or otherwise terminated, the City shall pay the Conference for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

b. Termination for Cause - If the Conference fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- (1) The lack of compliance with the provisions of this contract is of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
- (2) The Conference has failed to take satisfactory action as directed by the City or its authorized representative within the time period specified by same;
- (3) The Conference has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then,

The City may terminate this contract in whole or in part, and thereupon shall notify the Conference of the termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the Conference. After this effective date, no charges incurred under any terminated portions of the Scope of Work are allowable.

c. Termination for Other Grounds - This contract may also be terminated in whole or in part:

- (1) By the City, with the consent of the Conference, or by the Conference with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
- (2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- (3) In the event the City fails to pay the Conference promptly or within sixty (60) days after invoices are rendered, the City agrees that the Conference shall have the right to consider said default a breach of this agreement and the duties of the Conference under this agreement terminated. In such event, the City shall then promptly pay the Conference for all services performed and all allowable expenses incurred; and
- (4) The City may terminate this contract at any time giving at least ten (10) days notice in writing to the Conference. If the contract is terminated for convenience of the City as provided herein, the Conference will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications:

The City may require changes or modifications in the Scope of Work to be performed hereunder. Such changes, including any decrease or increase in the amount of compensation therefore, which are mutually agreed upon by the City and the Conference shall be incorporated in written amendments to this contract.

8. Personnel:

The Conference represents that they have, or will secure at their own expense, all personnel required in order to perform under this contract. Such personnel shall not be employees of, or have a contractual relationship to the City.

All services required hereunder will be performed by the Conference or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

9. Assignability:

The Conference shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or novation), without prior written consent of the City thereto: provided, however, that claims for money by the Conference from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City by the Conference.

10. Reports and Information:

The Conference shall furnish the City such periodic reports as the City may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential:

All of the reports, information, data, etc., prepared or assembled by the Conference under this contract are confidential and the Conference agrees that they shall not be made available to any individual or organization without prior written approval of the City unless otherwise subject to public records laws.

12. Copyright:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Conference.

13. Compliance with Local Laws:

The Conference shall comply with all applicable laws, ordinances, and codes of the state and local government and the Conference shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974:

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Interest of Members of the City:

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this contract; and the Conference shall also take appropriate steps to assure compliance.

17. Interest of Other Public Officials:

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Conference shall take appropriate steps to assure compliance.

18. Interest of Consultant and Employees:

The Conference covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Conference further covenants that in the performance of this contract, no person having such interest shall be employed.

19. Audits and Inspections:

The City and State Auditor or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and part of the project and this contract, by whatever legal and reasonable means are deemed expedient by the City and the State Auditor.

20. Hold Harmless:

The Conference agrees to indemnify and hold harmless the City, appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Conference's and its agents' negligent performance of work associated with this agreement. The Conference shall not be liable for property and bodily injury that may result from the negligence of any construction contractor or construction subcontractor.

This agreement contains all terms and conditions agreed to by the City and the Conference. The Attachments to this agreement are identified as follows:

Attachment #1, Scope of Work, consisting of 1 page.

IN WITNESS WHEREOF, the City and the Conference have executed this contract agreement as of the date and year last written below.

CITY OF GRANDVIEW
WASHINGTON

YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

Gloria Mendoza, Mayor

Christina Wickenhagen, Executive Director

ATTEST:

ATTEST:

City Clerk

Secretary

Date: _____

Date: _____

Attachment #1:

**CITY TO RECEIVE \$15,000
CONTRACT WITH
COMMERCE FOR ADOPTION
OF A HOUSING ACTION PLAN**

ESTIMATED ADOPTION OF HOUSING ACTION PLAN SCOPE OF WORK	COSTS INCURRED BY YVCOG*
Council Study Session(s) 2021-2023	
Non-project SEPA analysis on HAP and Housing element	
Local public hearing/adoption of Housing Action Plan	\$13,000*

***Up to \$2,000 can be deducted for reimbursable city staff admin cost to process the HAP's adoption through city council.
*HAP is REQUIRED to be adopted by city council to receive funds.**