

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JANUARY 25, 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.

REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS**
 - A. Henry Strom, Superintendent Grandview School District – Proposition No. 1 Replacement Educational Programs and Operation Levy
- 4. 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.
- 5. CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
 - A. Minutes of the January 11, 2022 Committee-of-the-Whole meeting 1-4
 - B. Minutes of the January 11, 2022 Council meeting 5-8
 - C. Payroll Check Nos. 12559-12572 in the amount of \$90,126.69
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 60711-60715 in the amount of \$85,098.76
 - E. Payroll Direct Deposit 1/1/22-1/15/22 in the amount of \$116,212.39
 - F. Claim Check Nos. 123470-123565 in the amount of \$450,440.55
- 6. ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
 - A. Resolution No. 2022-01 declaring Police Department property as surplus and authorizing its sale or disposal 9
 - B. Resolution No. 2022-02 authorizing the Mayor to sign a Technical Assistance Contract No. 010122GV with the Yakima Valley Conference of Governments 10-12
 - C. Resolution No. 2022-03 authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments for the Housing Action Plan 13-20

- 7. UNFINISHED AND NEW BUSINESS**
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER REPORTS**
- 10. EXECUTIVE SESSION – Union negotiations proposals for the following bargaining units:
Police Sergeants-Patrol, Police Support and Public Works (20 minutes)**
- 11. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, January 25, 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/87126895177?pwd=VGJsTEVKdkNDQjYrTFBWRTBuRS9Zdz09>

Meeting ID: 871 2689 5177

Passcode: 040360

To join via phone: +1 253 215 8782

Meeting ID: 871 2689 5177

Passcode: 040360

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

1. CALL TO ORDER

Mayor Gloria Mendoza called the Committee-of-the-Whole meeting to order at 6:00 p.m., in the Council Chambers at City Hall.

The meeting was held in person and was also available via teleconference.

2. ROLL CALL

Present in person: Mayor Mendoza and Councilmembers Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: Councilmembers David Diaz and Diana Jennings

Absent: Councilmember Mike Everett

Staff present: City Attorney Quinn Plant, Police Chief Kal Fuller and City Clerk Anita Palacios

3. OATH OF OFFICE

City Clerk Palacios administered the Oaths of Office to the following: Councilmember Jennings, Councilmember Ozuna, Councilmember Rodriguez and Councilmember Souders.

4. PUBLIC COMMENT

Cody Goepfner, President of Grandview Chamber of Commerce, provided an update of the Chamber and thanked the Council for their support during his term as president.

5. NEW BUSINESS

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

Police Chief Fuller explained that the seven (7) laptops and six (6) computers were of no current or future value to the Police Department and the surplus thereof would be in the best interest of the City. He requested that the below listed items be declared surplus and sold at auction, destroyed, or donated:

<u>Laptops:</u> 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

He contacted Heaverlo Auctions. They said the computer market fluctuates and they may or may not take computers at auction. He contacted Benton REA that handles the Police Department's 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 Police Department computers they must be completely scrubbed before destruction. Benton REA offered once again to do a scrub on each computer in exchange for recycling the component parts.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution declaring Police Department property as surplus and authorizing its sale or disposal to the January 25, 2022 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Jennings – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

B. Resolution authorizing the Mayor to sign a Technical Assistance Contract No. 010122GV with the Yakima Valley Conference of Governments

City Clerk Palacios explained that 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. YVCOG continues to have 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 was \$10,000. When assistance was requested by the City, YVCOG prepares a scope of work and cost estimate. YVCOG invoices the City based upon actual expenses incurred. This amount was appropriated in the 2022 planning budget under professional services.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Diaz, the C.O.W. moved a resolution authorizing the Mayor to sign a Technical Assistance Contract No. 010122GV with the Yakima Valley Conference of Governments to the January 25, 2022 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Jennings – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

C. Resolution authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments for the Housing Action Plan

City Clerk Palacios explained that 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. 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 was presented.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments for the Housing Action Plan to the January 25, 2022 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Jennings – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

D. Casey Kidd, NaviRetail, Inc.

Casey Kidd with NaviRetail, Inc., thanked the City for allowing him to visit the community and meet with the Mayor, Council, Port of Grandview, Grandview Chamber, Yakima County Development Association and other local stakeholders. During his various meetings over the last two days, he heard the need for a hotel, pharmacy and restaurants in the City. He also heard the need for his company to be accountable with performance-based metrics. In addition, there would be the need to have a single stream point of contact at City Hall. He noted that in 2022, his company would be attending 15 trade shows around the region.

Discussion took place. No action was taken.

6. OTHER BUSINESS

Grandview Economic Development Committee – Councilmember Diaz reported that the Economic Development Committee would be scheduling a meeting in February with local stakeholders.

Community and Business Survey – Councilmember Ozuna reported that Berk Consulting Firm completed the Community and Business Survey and would be finalizing the survey for distribution.

7. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Rodriguez, the Committee-of-the-Whole meeting adjourned at 6:40 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
JANUARY 11, 2022**

1. CALL TO ORDER

Mayor Gloria Mendoza called the regular meeting to order at 7:00 p.m. in the Council Chambers at City Hall.

The meeting was held in person and was also available via teleconference.

Present in person: Mayor Mendoza and Councilmembers Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: Councilmembers David Diaz and Diana Jennings

Absent: Councilmember Mike Everett

Staff present: City Attorney Quinn Plant, City Attorney Tony Menke and City Clerk Anita Palacios

2. PLEDGE OF ALLEGIANCE

Mayor Mendoza led the pledge of allegiance.

3. PRESENTATIONS

A. Wayne D. Lutomski, President, FruitSmart, Inc.

Wayne Lutomski, President with FruitSmart, Inc., introduced himself to the Council and provided a brief company update on the latest news at FruitSmart.

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved the Consent Agenda consisting of the following:

- A. Minutes of the December 14, 2021 Committee-of-the-Whole meeting
- B. Minutes of the December 14, 2021 Council meeting
- C. Payroll Check Nos. 12518-12558 in the amount of \$124,067.18
- D. Payroll Electronic Fund Transfers (EFT) Nos. 60695-60699 in the amount of \$84,242.14
- E. Payroll Electronic Fund Transfers (EFT) Nos. 60701-60707 in the amount of \$97,992.65
- F. Payroll Direct Deposit 12/01/21-12/15/21 in the amount of \$117,098.13
- G. Payroll Direct Deposit 12/16/21-12/31/21 in the amount of \$128,172.05
- H. Claim Check Nos. 123294-123469 in the amount of \$816,846.10

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Jennings – Yes

- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

6. ACTIVE AGENDA

A. Closed Record Public Hearing – Gauley Rezone – 501 Concord Avenue

Mayor Mendoza opened the closed record public hearing to consider a Rezone submitted by James E. Gauley for 501 Concord Avenue, Grandview, Washington, by reading the public hearing procedure

There was no one in the audience who objected to her participation as Mayor or any of the Councilmembers' participation in these proceedings. None of the Councilmembers had an interest in this issue nor did any stand to gain or lose any financial benefit as a result of the outcome of this hearing and all indicated they could hear and consider the issue in a fair and objective manner.

The purpose of the hearing was for the Council to review the record and consider the pertinent facts relating to this issue. No new public testimony was allowed.

City Clerk Palacios provided the following review of the record:

The City received a rezone application submitted by James E. Gauley requesting a rezone of Parcel No. 230922-41565 located at 501 Concord Avenue, Grandview, Washington, from R-1 Low Density Residential to R-3 High Density Residential. The current use of the property was a vacant 28,437 square foot building that was a former church. The proposed use would be six (6) apartments.

On November 3, 2021, the Hearing Examiner conducted an open record public hearing to receive comments on the proposed rezone. A copy of the Hearing Examiner's Recommendation RZ#2021-05 dated December 2, 2021 was presented.

Following the closed record public hearing, staff recommended Council accept the Hearing Examiner's conclusions and recommendation that the City Council rezone the 28,437 square foot Parcel No. 230922-41565 at 501 Concord Avenue from R-1 Low Density Residential District to the R-3 High Density Residential District as outlined in Recommendation RZ#2021-05.

Staff further recommended Council approve Ordinance No. 2022-01 changing the zoning classification of certain lands and amending the zoning map of the City of Grandview as requested by James E. Gauley for Parcel No. 230922-41565 located at 501 Concord Avenue, Grandview, Washington.

Council requested no clarification of the record and the public hearing was declared closed.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council accepted the Hearing Examiner's conclusions and recommendation to rezone the 28,437 square foot Parcel No. 230922-41565 at 501 Concord Avenue from R-1 Low Density Residential District to the R-3 High Density Residential District as outlined in Recommendation RZ#2021-05.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Jennings – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

B. Ordinance No. 2022-01 changing the zoning classification of certain lands and amending the zoning map of the City of Grandview as requested by James E. Gauley for Parcel No. 230922-41565 located at 501 Concord Avenue, Grandview, Washington

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Ordinance No. 2022-01 changing the zoning classification of certain lands and amending the zoning map of the City of Grandview as requested by James E. Gauley for Parcel No. 230922-41565 located at 501 Concord Avenue, Grandview, Washington

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Jennings – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

7. **UNFINISHED AND NEW BUSINESS** – None
8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS** - None
9. **MAYOR & COUNCILMEMBER REPORTS** – None
10. **EXECUTIVE SESSION – UNION NEGOTIATIONS**

Mayor Mendoza adjourned the meeting to an executive session at 7:30 p.m., for approximately 30-45 minutes to discuss personnel matters per RCW 42.30.110(1)(g) to include proposals for the following bargaining units: Police Sergeant-Patrol, Police Support and Public Works with the aforementioned Mayor, Councilmembers, City Attorney Menke, City Attorney Plant and City Clerk present.

The meeting resumed at 8:15 p.m., with the aforementioned Mayor, Council and staff present.

No action was taken.

11. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Rodriguez, the Council meeting adjourned at 8:15 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

RESOLUTION NO. 2022-01

**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 January 25, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2022-02

**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 January 25, 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

RESOLUTION NO. 2022-03

**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 January 25, 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

City of Grandview, WA
PROFESSIONAL SERVICE AGREEMENT

THIS CONTRACT, entered into this 25th day of January, 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. 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:

Anita Palacios, City Clerk

Secretary

Date: January 25, 2022

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.**