

RESOLUTION NO. 3175

RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A
TECHINICAL SERVICES CONTRACT WITH THE YAKIMA VALLEY COUNCIL OF
GOVERNMENTS (YVCOG) FOR CALENDAR YEAR 2025

WHEREAS, the City desires to renew, for the calendar year 2025, its contractual relationship with the Yakima Valley Council of Governments (YVCOG) whereby YVCOG provides technical assistance services to the City (separate from and in addition to normal YVCOG activities); and

WHEREAS, YVCOG has established operations that are capable of continuing to provide such technical assistance services to the City; and

WHEREAS, YVCOG has drafted a two-page "Technical Assistance Contract", which includes in its paragraph 4 a maximum compensation amount of \$5,000; and

WHEREAS, the terms of the proposed contract are acceptable to City staff and City staff recommends the City Council authorize the Mayor to sign it; and

WHEREAS, the City Council finds good cause for the City to renew its contractual relationship with YVCOG for 2025;


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON that the City Council does hereby approve and authorize the Mayor to execute the two-page Techincal Assistance Contract in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON this 10th day of December, 2024.



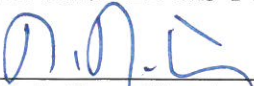
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

Organization Name: City of Selah
TECHNICAL ASSISTANCE CONTRACT NO.

THIS CONTRACT, entered into this (DATE) January 1, 2025, 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, Conference Chair, James Restucci, acting hereunto duly authorized, City of Selah, a municipal corporation or organization, located within Yakima County, State of Washington (hereinafter called the "City" or "Organization"), acting herein by (Name of Mayor or E.D.) Roger Bell Executive Director or Mayor, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City or Organization has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City or Organization 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/Organization 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 Executive Director;

1.2 Assist the City or Organization in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the Mayor or Organization;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

1.4 Other Services - Choose One

Not Applicable

See Attached Additional Scope of Services

2. Time of Performance. The services provided by the Conference pursuant to this contract shall:

Commence on January 1, 2025 and shall end on December 31, 2025.

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 or Organization. No charge shall be made to the Conference for such information, and the Organization 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 or Organization hereunder shall not exceed \$5,000 for all services required.

In addition, the City or Organization will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal. 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 Organization employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to City of Selah for payment based upon work completed for City of Selah. 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, City of Selah 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 City of Selah 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, City of Selah will compensate the Conference for that portion of services extended unto City of Selah.

7. Modification. The terms of this contract may be changed or modified by mutual agreement of City of Selah and the Conference in the form of written amendments to this contract.


8. Contract for Continuation. City of Selah shall give notice of their intent to continue or discontinue the contractual agreement for the year 2025, at least thirty (30) days prior to the completion of this contract.


YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

BY: _____
Conference Chair

ATTEST: _____
Secretary

City of Selah
YAKIMA COUNTY

BY: 
Roger Bell, Mayor

ATTEST: 
Courtney McGarity, City Clerk