



YVCOG EXECUTIVE COMMITTEE AGENDA

Wednesday, January 21, 2015
7 p.m.

Selah Civic Center
216 South 1st St, Selah, WA

YVCOG EXECUTIVE COMMITTEE MEMBERS:

Jim Restucci, Chair, Mayor, City of Sunnyside,
John Hodgkinson, Vice-Chair, Member-at-Large
Mike Leita, Commissioner, Yakima County
Micah Cawley, Mayor, City of Yakima
Dan Olson, Council Member, City of Union Gap
Loren Belton, Mayor, City of Toppenish
Mario Martinez, Mayor, City of Mabton

- ❖ **CALL TO ORDER** – The January 21, 2015 meeting of the YVCOG Executive Committee will come to order at _____ p.m.
- ❖ **INTRODUCTIONS / ROLL CALL**
- ❖ **APPROVAL OF MINUTES** – December 15, 2014 *pg. 3-5*
- ❖ **PUBLIC COMMENT POLICY** – *It is the policy of the YVCOG Executive Committee to accept public comment on agenda items at the time the item is being discussed. Public comments regarding items not on the agenda will be heard at the end of the meeting*

NEW BUSINESS

1. General Information & Correspondence
Larry Mattson, Executive Director
 - 2015 Areas of Emphasis
 - Meetings with individual cities
Action: Information
2. Monthly Budget Report *pgs. 6-9*
Chris Wickenhagen, Deputy Director
 - December 2014 Budget Report.
Action: Approval.
 - December 2014 Cash Flow Statement.
Action: Information.
3. Approval Of Vouchers
Action: Review, approval and authorization of signatures.
4. Grandview Professional Services Agreement (GMA Review and Update) *pgs. 10-15*
Larry Mattson, Executive Director
 - Professional Services Agreement for assistance with the City of Grandview's GMA Periodic Update (Comprehensive Plan, development regulations, and Critical Areas Ordinance updates). Grandview

Professional Services Agreement is for \$17,072.00 from date of execution to June 30, 2016.

Action: Approve and authorize chair to sign.

- ❖ **OLD BUSINESS**
- ❖ **OTHER BUSINESS**
- ❖ **PUBLIC COMMENT**
- ❖ **ADJOURN** at _____ p.m.

YVCOG ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin, or sex in the provision of benefits and services resulting from its federally assisted programs and activities. For questions regarding YVCOG's Title VI Program, you may contact the Title VI Coordinator at 509.574.1550.

if you need special accommodations to participate in this meeting, please call us at 509.574.1550 by 10:00 a.m. three days prior to the meeting. For TDD users, please use the state's toll-free relay service, 800.833.6388 and ask the operator to dial 509.574.1550.

YVCOG EXECUTIVE COMMITTEE MEETING MINUTES
December 15, 2014

- CALL TO ORDER Mr. Hodkinson, Vice Chairman, called the December 15, 2014 meeting of the YVCOG Executive Committee to order at 2:28 p.m.
- PUBLIC COMMENT POLICY It is the policy of the Yakima Valley Executive Committee to accept public comment on agenda items at the time the item is being discussed. Public comments regarding items not on the agenda will be heard at the end of the meeting.
- ROLL CALL & INTRODUCTIONS Members present: John Hodkinson, Mike Leita, Loren Belton, Mario Martinez, Dan Olson.
Members Absent: *Jim Restucci, Micah Cawley.
YVCOG staff present: Chris Wickenhagen, Deb LaCombe, Shawn Conrad, Brian Curtin, and Tami Hayward.
Others present: Larry Mattson
A quorum was present.
**Indicates notice of absence received prior to meeting.*
- APPROVAL OF MINUTES Mr. Olson moved to approve the minutes* of the November 17, 2014, meeting. Mr. Belton seconded. The motion carried.
- OLD BUSINESS None.
- NEW BUSINESS
- Correspondence* Ms. Wickenhagen provided a brief overview of recent developments regarding YVCOG's relationship with Yakima County, including obtaining a new EIN (Employer Identification Number), discussions regarding moving the Homeless Network to YVCOG, proposed changes to the MOA, and the Pcard.
- Ms. Hayward updated the members on the status of various YVCOG 2015 contracts.
- Program Update* Ms. Conrad provided an update on recent activities involving the HOME program. She has drafted a contract for the City of Grandview to assist with their GMA periodic update. Continuing to explore various grant possibilities.
- Mr. Calhoun reported on recent activities:
- Harrah Comp Plan – delivered a draft of the Capital Facilities plan to them for review and comment. Will begin working on transportation element next.
- Grandview Parks Plan is complete and has been transmitted to state. We have received their seal of approval. The plan was completed 2 and a half months early and \$1,000 under budget. Great people to work with in Grandview.
- Finishing Comp Plan amendment rezones in Tieton and Granger. Both in 60-day review period. Will be wrapping them up in January.

Monthly Budget Report

Ms. Wickenhagen presented the November Monthly Budget Report showing a revenue balance of \$38,586.27. Under budget because of being understaffed. Mr. Belton moved to approve the November 2014 Monthly Budget Report, seconded by Mr. Olson. The motion carried.

Approval of Vouchers

Vouchers were audited and certified by the Auditing Officer as required by RCW 42.24.080, those expense reimbursement claims certified as required by RCW 42.24.090, and have been recorded on a listing which has been made available to the Executive Committee.

As of this date, the Executive Committee approved for payment those claims and payroll vouchers in the list as follows: payroll vouchers numbered DEC-14-001 through DEC-14-006 in the total amount of \$58,200.00, and claim vouchers numbered DEC-14-007 through DEC-14-041 in the total amount of \$26,940.27. Mr. Belton moved to approve the December Vouchers,* Mr. Martinez seconded this motion. The motion carried.

Adopt 2015 Executive Director Pay Plan

Ms. Wickenhagen requested approval of Resolution 2014-7, adopting the 2015 Executive Director Pay Plan.

Mr. Belton moved to approve, and authorize the Chair to sign, Resolution 2014-7. Mr. Martinez seconded the motion. The motion carried.

Appoint 2015 Auditing Officer & Alternate Auditing Officers

Ms. Wickenhagen requested approval of Resolution 2014-8, appointing 2015 Auditing Officer and Alternate Auditing Officers.

Mr. Olson moved to approve, and authorize the Chair to sign, Resolution 2014-8. Mr. Belton seconded the motion. The motion carried.

Appoint 2015 Auditing Officer and Auditing Officers for Advance Travel Account

Ms. Wickenhagen requested approval of Resolution 2014-9, appointing 2015 Auditing Officer and Alternate Auditing Officer for Yakima Valley Conference of Governments' Advance Travel Account.

Mr. Olson moved to approve, and authorize the Chair to sign, Resolution 2014-9. Mr. Belton seconded the motion. The motion carried.

2015 Meeting Dates

Ms. Wickenhagen introduced YVCOG's 2015 Meeting Date Calendar, and asked the Executive Committee to approve changing the January meeting from Wednesday, January 14, 2015 to Monday, January 12, 2015.

Mr. Belton moved to approve YVCOG's 2015 Meeting Date calendar for publication, including changing the January meeting date from Wednesday, January 14, 2015, to Monday, January 12, 2015. Mr. Martinez seconded. The motion carried.

January 21, 2015 General Membership Meeting

The January meeting will be held at the Selah Civic Center.

Program suggestion: Presentation by Bill Clements, Community Relations Director for Pacific Power regarding a "road map for the future," and direct line contacts to Pacific Power in case of emergency situations.

Mr. Belton also suggested inviting the new EMS Manager. Mr. Martinez also suggested bringing someone in from Commerce to speak to the membership about GMA.

OTHER BUSINESS

PUBLIC COMMENT None.

ADJOURN With no other business, Mr. Hodkinson adjourned the meeting at 2:57 p.m.

Respectfully submitted,

James A. Restucci, YVCOG Executive Committee Chair

Date signed

ATTEST:

Tamara Hayward, Office Specialist

**YVCOG Executive Committee Meeting January 21, 2015
PRELIMINARY BUDGET REPORT
December 2014**

Prepared By Christina Wickenhagen, Deputy Director

REVENUES RECEIVED:		2013	2014
January		148,231.60	136,397.75
February		70,418.79	16,271.78
March		71,408.17	96,237.46
April		56,856.94	68,817.66
May		33,942.71	53,265.46
June		36,854.20	49,677.21
July		109,649.55	62,434.49
August		7,689.37	14,011.30
September		89,372.43	56,655.80
October		45,646.55	48,735.55
November		33,690.89	52,712.46
December		77,272.96	51,734.93
Total Revenue MTD (through December)		\$781,034.16	\$706,951.85
Total Revenue YTD		\$781,034.16	\$706,951.85
EXPENDITURES:			
Salaries	January	\$39,127.92	\$36,171.80
	February	\$39,391.05	\$36,024.11
	March	\$39,628.06	\$36,142.51
	April	\$39,061.83	\$36,274.46
	May	\$42,817.19	\$36,897.03
	June	\$30,791.91	\$29,171.19
	July	\$35,982.00	\$29,914.67
	August	\$35,667.89	\$29,760.34
	September	\$36,501.16	\$29,586.90
	October	\$35,670.22	\$29,670.88
	November	\$36,008.83	\$35,221.53
	December	\$35,205.76	\$34,265.93
Total Salaries MTD (through December)		\$445,853.82	\$399,101.35
Total Salaries YTD		\$445,853.82	\$399,101.35
Vouchers	January	\$34,873.81	\$31,042.82
	February	\$33,086.97	\$25,676.82
	March	\$21,538.54	\$25,927.10
	April	\$23,414.92	\$23,260.02
	May	\$25,718.01	\$22,484.02
	June	\$21,693.75	\$17,171.92
	July	\$19,694.01	\$19,420.69
	August	\$19,272.47	\$17,167.92
	September	\$19,204.84	\$23,769.36
	October	\$23,542.26	\$22,346.83
	November	\$43,595.09	\$23,527.73
	December	\$23,397.83	\$22,871.42
Total Vouchers MTD (through December)		\$309,032.50	\$274,666.65
Total Vouchers YTD		\$309,032.50	\$274,666.65
TOTAL EXPENDITURES MTD (through December)		\$754,886.32	\$673,768.00
TOTAL EXPENDITURES YTD		\$754,886.32	\$673,768.00
Revenue Balance		\$26,147.84	\$33,183.85

MONTHLY CASH FLOW (estimate)

Salaries	\$34,265.93	REIMB (SAL)	\$23,250.02	ADMIN	\$11,015.91
Vouchers	\$22,871.42	REIMBURSED	\$13,322.09	ADMIN	\$9,549.33

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2014
Yakima Valley Conference of Governments
PRELIMINARY REVENUE Budget

100%

Codes	Sub-Departments Grants/Contracts	December	YTD Actual Revenue	2014 Budget	Year-to-Date \$ Variance	Year-to-Date % Variance
615 308 000 01	Beginning Fund Bal-Designated **			195,000.00 **	195,000.00	
	Administration					
615 100 368.5	Admin-Gen'l Assessment	-	98,901.00	98,900.00	-1.00	100%
615 100 369.9	Admin-Misc Revenue (copies, posters)		35.76	500.00	464.24	7%
615 100 345.8	Admin-Assoc Membership Fees		300.00	300.00	0.00	100%
	Total Administration	-	99,236.76	99,700.00	463.24	100%
615 100 337.X	Intergov-Local Match WSDOT	-	52,574.00	52,574.00	0.00	100%
615 100 368.5	Intergov -Local Transit	-	3,000.00	3,000.00	0.00	100%
	Total Intergov-Local	-	55,574.00	55,574.00	0.00	100%
615 210 333	STP - Fed Hwy Admin WSDOT	-	3,900.87	40,000.00 *	36,099.13	10%
	MPO/RTPO					
615 340 333	FHWA-DOT-Metro Plan (PL)	27,398.05	209,185.55	350,000.00	140,814.45	60%
615 340 333	FTA-DOT-Metro Plan Grant	-	42,651.89	42,658.00	6.11	100%
615 340 334	RTPO-WSDOT	-	96,988.98	97,191.00	202.02	100%
	Total MPO/RTPO	27,398.05	348,826.42	489,849.00	141,022.58	71%
615 215 333	ACE - DOH	1,042.50	6,084.69	10,000.00 *	3,915.31	61%
615 440 334	CTR - Plans & Progr WSDOT	1,996.75	42,571.88	75,000.00	32,428.12	57%
615 445 333	CMAQ Grant	6,386.57	91,485.73	103,750.00	12,264.27	88%
615 100 337.1	Intergov-Scholarship	35.00	35.00	1,500.00	1,465.00	2%
615 5XX 345.8	Intergov Serv-Exec Boards (TA Contr)			73,000.00		
	Member TA's 2013	-	2,903.36			
	Grandview TA 2014	743.14	2,137.89			
	Grandview Parks PSA	937.87	5,783.31			
	Granger TA 2014	1,112.89	4,647.47			
	Harrah PSA 2014	-	3,932.72			
	Mabton TA 2014	-	413.62			
	Moxee TA 2014	-	-			
	Selah TA 2014	-	-			
	Tieton TA 2014	655.00	6,174.89			
	Toppenish TA 2014	-	1,962.47			
	Union Gap TA 2014	-	-			
	Wapato TA 2014	458.11	4,589.64			
	YC HOME Cons PSA 13-14	10,969.05	16,691.13			
	Grant/Yakima Health Dist PSA 2014	-	10,000.00			
		-	-			
	Total TA Contracts	14,876.06	59,236.50	73,000.00	13,763.50	81%
	Total Revenue	51,734.93	706,951.85	938,373.00	\$ 241,421.15	75%

* Denotes budget amendment 3/17/14

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2014
Yakima Valley Conference of Governments
PRELIMINARY EXPENDITURE Budget

100%

GL Code & Description	December	YTD Actual	2014 Budget	Annual \$ Variance	YTD % Variance
Salaries					
615 1001 Salaries and Wages	\$ 34,058.59	\$ 396,271.65	\$ 532,000.00	74% \$	135,728.35
615 1002 Salaries-Overtime	\$ 207.34	\$ 2,757.11	\$ 5,000.00	55% \$	2,242.89
615 1003 Salaries-Extra Help	\$ -	\$ -	\$ 1,500.00	0% \$	1,500.00
Salaries	\$ 34,265.93	\$ 399,028.76	\$ 538,500.00	74% \$	139,471.24
Personnel Benefits					
615 2002 Benefits-Direct	\$ 11,196.29	\$ 130,298.06	\$ 178,000.00	73% \$	47,701.94
615 2004 Benefits-Bank Accruals	\$ 1,122.59	\$ 96.23	\$ -		
Personnel Benefits	\$ 12,318.88	\$ 130,394.29	\$ 178,000.00	73% \$	47,605.71
Supplies					
615 3101 Office & Operating Supplies	\$ 568.00	\$ 9,847.91	\$ 11,500.00	86% \$	1,652.09
615 3501 Small Tools and Minor Equip	\$ 2,724.45	\$ 3,231.69	\$ 3,500.00	92% \$	268.31
615 3502 Computer Software	\$ -	\$ -	\$ 3,000.00	0% \$	3,000.00
615 3590 Small & Attractive Items	\$ -	\$ 2,694.17	\$ 2,000.00	135% \$	(694.17)
Supplies	\$ 3,292.45	\$ 15,773.77	\$ 20,000.00	79% \$	4,226.23
Other Services-Charges					
615 4101 Professional Services	\$ 738.92	\$ 20,040.90	\$ 47,088.00	43% \$	27,047.10
615 4125 Prof Serv-Indirect Costs	\$ 561.25	\$ 6,735.00	\$ 6,735.00	100% \$	-
615 4191 Prof Serv-Purch Services	\$ 204.50	\$ 2,454.00	\$ 2,454.00	100% \$	-
615 4201 Communications-Telephone	\$ 771.08	\$ 9,178.94	\$ 9,600.00	96% \$	421.06
615 4202 Communication-Postage	\$ -	\$ 658.52	\$ 1,000.00	66% \$	341.48
615 4301 Travel	\$ 2,810.50	\$ 16,859.69	\$ 42,000.00	40% \$	25,140.31
615 4401 Advertising	\$ -	\$ 2,193.16	\$ 7,000.00	31% \$	4,806.84
615 4501 Operating Rentals and Leases	\$ 988.59	\$ 47,950.45	\$ 59,000.00	81% \$	11,049.55
615 4601 Insurance	\$ -	\$ 5,878.00	\$ 6,145.00	96% \$	267.00
615 4701 Utility Services	\$ 10.55	\$ 134.34	\$ 125.00	107% \$	(9.34)
615 4801 Repair and Maintenance	\$ -	\$ 1,711.80	\$ 2,500.00	68% \$	788.20
615 4901 Misc. (registrations, dues, subscriptions)	\$ 1,174.70	\$ 11,921.05	\$ 18,026.00	66% \$	6,104.95
Other Services - Charges	\$ 7,260.09	\$ 125,715.85	\$ 201,673.00	62% \$	75,957.15
Capital Outlay					
615 6401 Capital Expenditure	\$ -	\$ -	\$ 10,000.00	\$	10,000.00
Capital Outlay	\$ -	\$ -	\$ 10,000.00	\$	10,000.00
Debt Services-Interest					
615 8101 Interest	\$ -	\$ -	\$ 200.00	\$	200.00
Debt Service - Interest	\$ -	\$ -	\$ 200.00	\$	200.00
Total Expenditure	\$ 57,137.35	\$ 670,912.67	\$ 948,373.00	71% \$	\$ 277,460.33

2013- '14 Cash Flow Statement
Yakima Valley Conference of Governments
PRELIMINARY

December 2014

For the Mo Ended:

	December	January	February	March	April	May	June	July	August	September	October	November	December
Beginning cash	\$213,510.70	\$279,635.59	\$301,720.02	\$255,888.55	\$290,056.40	\$299,626.38	\$293,255.02	\$296,589.12	\$309,688.25	\$277,086.10	\$280,070.83	\$276,719.31	\$270,682.51
Fed Hwy Admin-WSDOT STP	51,476.36	22,580.81		60,169.49			25,376.69	22,826.92	3,900.87	33,188.28		17,645.31	27,398.05
FHWA DOT-Metro Plan Grant				7,728.90	4,589.55	30,105.20	3,259.69	6,622.98	6,545.31	12,767.55	23,269.32	8,742.52	
FTA-DOT-Metro Plan Grant	14,301.59	6,526.25		24,105.06	7,830.42	7,879.17	7,352.39	6,622.98	6,545.31	6,912.11		17,851.72	6,386.57
DOT-RTPO & RTPO Long Range	4,864.41	7,293.77			6,252.27		6,377.18	3,033.64			10,732.91	4,153.48	1,986.75
CMAQ Plans & Programs		2,731.88			403.03	1,963.94	1,398.95			930.07	346.20		1,042.50
DOT - CTR					4,645.35	6,344.86	5,912.31	3,656.95	3,515.12	2,857.79	5,108.48	4,311.53	14,876.06
Active Communities Grant					9,262.00			15,101.00			9,262.00		
Intergov Serv-Exec Boards (TA Co	6,630.60	1,798.14	1,975.90	4,234.01									
Intergov-County/City Share-gen assess		58,795.00	6,480.00										
Intergov-Local Match WSDOT		36,398.00	5,034.00					11,143.00					
Intergov -Local FTA (Yakima Transit)		3,000.00											
Intergov -Scholarship													
Misc Revenue-copies, posters		5.78			5.44						16.64	7.90	35.00
Associate Membership Fees			50.00		100.00	50.00		50.00	50.00				
Expense Revenue Netted Back				525.00			450.00						
Total Receipts	\$77,272.96	\$136,397.75	\$16,271.78	\$96,762.46	\$68,817.66	\$53,265.46	\$50,127.21	\$62,434.49	\$14,011.30	\$56,655.80	\$48,735.55	\$52,712.46	\$51,734.93
Available Cash	\$290,783.66	\$416,033.34	\$317,991.80	\$352,651.01	\$358,874.06	\$352,891.84	\$343,382.23	\$359,023.61	\$323,699.55	\$333,741.90	\$328,806.38	\$329,431.77	\$322,417.44
Use of Funds													
Salaries	0.00	71,377.56	36,024.11	36,142.51	36,274.46	36,866.00	29,060.27	29,949.67	29,760.34	29,586.90	29,740.24	35,221.53	34,265.93
Personnel Benefits	0.00	24,122.02	12,069.75	12,102.47	12,067.98	11,172.42	10,131.98	9,636.62	9,222.71	9,352.47	9,300.73	10,986.22	12,318.88
Supplies	1,149.58	563.53	226.71	92.05	326.19	1,339.02	135.71	407.12	326.61	5,320.40	3,692.28	3,248.86	3,292.45
Other Services	9,998.49	18,250.21	13,782.68	14,257.58	10,579.05	10,259.38	7,465.15	9,341.95	7,303.79	9,411.30	9,353.82	9,292.65	7,260.09
Capital Outlay													
Debt Service - Interest													
Total Cash Out	11,148.07	114,313.32	62,103.25	62,594.61	59,247.68	59,636.82	46,793.11	49,335.36	46,613.45	53,671.07	52,087.07	58,749.26	57,137.35
Net Cash Flow	\$279,635.59	\$301,720.02	\$255,888.55	\$290,056.40	\$299,626.38	\$293,255.02	\$296,589.12	\$309,688.25	\$277,086.10	\$280,070.83	\$276,719.31	\$270,682.51	\$265,280.09

**City of Grandview
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT made and entered into by and between the City of Grandview, hereinafter referred to as the "City", and the Yakima Valley Conference of Governments, hereinafter referred to as the "CONFERENCE",

WITNESSETH THAT:

WHEREAS, the City and the Conference are desirous of entering into a contract to formalize their relationship; and

WHEREAS, it would be beneficial to the City to utilize the Conference as an independent entity to accomplish the Scope of Work as set forth herein and such endeavor would tend to best accomplish the objectives of its local planning program.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived there from, the parties hereto 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, 2016**.

3. Consideration:

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 Scope of Work. In no event shall the total amount to be reimbursed by the City exceed the sum of **\$17,072**. Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement.

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 in accordance with state record retention laws and regulations.

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, from time-to-time, require changes or modifications in the Scope of Work to be performed here-under. 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, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it 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.

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.

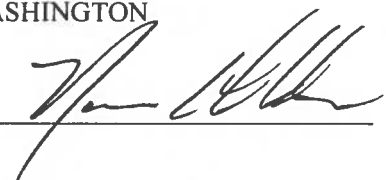
This agreement contains all terms and conditions agreed to by the City and the Conference. The Attachments to this agreement are identified as follows:

Attachment #1, Scope of Work and Budget, consisting of 4 pages.


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

by 

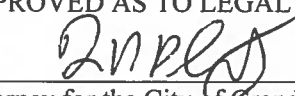
by _____

ATTEST:
by 
City Clerk

ATTEST:
by _____
Secretary

Date: 1/13/15

Date: _____

APPROVED AS TO LEGAL FORM:
by 
Attorney for the City of Grandview