

RESOLUTION NO. 2020-3

**A RESOLUTION OF THE TOWN OF NACHES, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE PROFESSIONAL
SERVICES AGREEMENT WITH THE YAKIMA VALLEY
CONFERENCE OF GOVERNMENTS**

WHEREAS, the Town of Naches is in need of technical services to aid in updating Shorelines for GMA compliance of the Town of Naches municipal code; and,

WHEREAS, Yakima County Conference of Governments has the technical capabilities and the specialized knowledge to aid the Town in updating its municipal code and complying with the requirements of the Shorelines and Growth Management Act; and,

WHEREAS, the Town of Naches does not have the capacity or specialized knowledge to complete the Growth Management Act updates in an effective and efficient manner; and,

WHEREAS, the Town Council of the Town of Naches finds that it is in the best interests of the residents of the Town, and the Town of Naches, to contract with Yakima Valley Conference of Governments to provide the services necessary to comply with the requirements under the Growth Management Act and update the Town's municipal code accordingly, as outlined in the Agreement and Scope of Work;

Now, therefore;

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON, as follows:

The Town Council of the Town of Naches authorizes the Mayor to sign the Yakima Valley Conference of Government's Professional Services Agreement and accept the Scope of Work as presented by the Yakima Valley Conference of Governments, a copy of which is attached hereto as Exhibit "1."

**PASSED BY THE TOWN COUNCIL OF THE TOWN OF NACHES,
WASHINGTON, this 13th Day of January, 2020.**

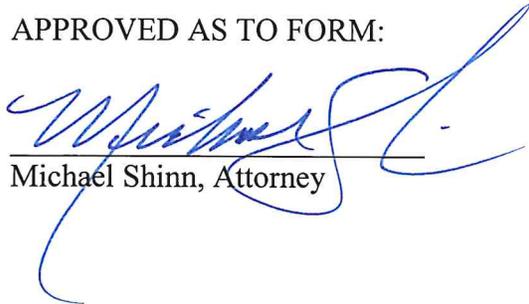


Paul D Williams, Mayor

ATTEST:


Elvira Birrueta, Clerk/Treasurer

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Michael Shinn", is written over a horizontal line. The signature is stylized and cursive.

Michael Shinn, Attorney

TOWN OF NACHES
TECHNICAL ASSISTANCE CONTRACT NO. 010120NC

THIS CONTRACT, entered into this 13 day of January, 2020 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 Town of Naches, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "Town"), acting herein by Paul D Williams, Mayor, hereunto duly authorized:

WITNESSETH THAT;

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

WHEREAS, the Town 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 Town 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 Town Administrator;

1.2 Develop or assist with GIS for community projects as requested by the Mayor or Town Administrator;

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

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

commence on January 1, 2020 and shall end on December 31, 2020.

commence on _____, 2020 and shall end on _____, 2020.

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 Town. No charge shall be made to the Conference for such information, and the Town 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 Town hereunder shall not exceed \$.00 for all services required. In addition, the Town 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 Town 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 Town. 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 Town 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 Town 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 Town will compensate the Conference for that portion of services extended unto the Town.

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

8. Contract for Continuation. The Town shall give notice of their intent to continue or discontinue the contractual agreement for the year 2020, at least thirty (30) days prior to the completion of this contract.

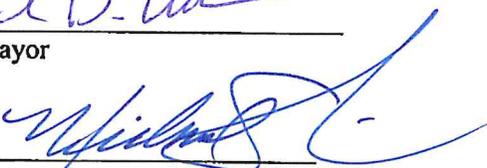
YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

BY: _____
Conference Chair

ATTEST: _____
Secretary

TOWN OF NACHES
YAKIMA COUNTY

BY: 
Mayor

ATTEST: 
Town Attorney