

ORIGINAL

RESOLUTION 2009-7

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
TECHNICAL ASSISTANCE CONTRACT – 2009
(Yakima Valley Conference of Governments)**

WHEREAS, the City of Sunnyside is a member of the Yakima Valley Conference of Governments (YVCOG); and

WHEREAS, the City of Sunnyside and YVCOG have in prior years entered into a Master Form “Technical Assistance Contract” which enables the City of Sunnyside to contract with YVCOG for specific project assistance as such projects may arise during the year; and

WHEREAS, the City of Sunnyside and YVCOG have agreed to a Master Form Technical Assistance Contract for year 2009; and

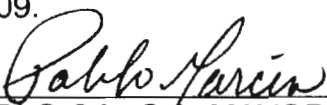
WHEREAS, the City Council finds and determines that approval of such Agreement is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

SECTION 1. That the 2009 “Technical Assistance Agreement (No. 010109SS),” a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, is hereby approved; and the City Manager is hereby authorized to execute such Agreement for and on behalf of the City of Sunnyside.

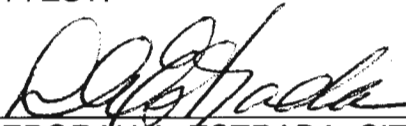
SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 26th day of January, 2009.



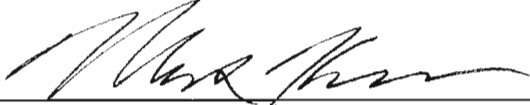
PABLO GARCIA, MAYOR

ATTEST:



DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:



MARK A. KUNKLER, CITY ATTORNEY

EXHIBIT "A"

CITY OF SUNNYSIDE
TECHNICAL ASSISTANCE CONTRACT NO. 010109SS

THIS CONTRACT, entered into this 27 day of January, 2009 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, acting hereunto duly authorized, and the City of Sunnyside, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by Eric Swansen, City Manager 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 City Manager.

1.2 Assist the City 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 City Manager.

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 _____, _____ and shall end on _____, _____.

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 \$ _____ 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.

EXHIBIT "A"

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 _____, at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

CITY OF SUNNYSIDE YAKIMA COUNTY

BY: _____
Conference Chair

BY: _____
Eric Swansen, City Manager

ATTEST: _____
Secretary

ATTEST: _____
Deborah Estrada, City Clerk