RESOLUTION NO. 2026-02

A RESOLUTION OF THE TOWN OF NACHES, WASHINGTON AUTHORIZING THE MAYOR TO SIGN A TECHNICAL ASSISTANCE CONTRACT WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS FOR THE CALENDAR YEAR OF 2026.

WHEREAS, the Town of Naches desires to continue its contracture relationship with the Yakima Valley Conference of Governments (the "YVCOG") whereby YVCOG provides technical assistance services to the town (separate from and in addition to normal YVCOG activities; and,

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

WHEREAS, the Town is not able to provide these services with its present staff; and,

WHEREAS, the YVCOG has drafted a "Technical Assistance Contract" which recites that the maximum amount of compensation and reimbursement to be paid by the Town shall not exceed $2,500 for all services required; and,

WHEREAS, the terms of the proposed contract are acceptable to Town Staff and Town Staff recommends that the Town Council authorize the Mayor to sign the Technical Assistance Contract.

Now therefore,

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON, AS FOLLOWS: the Mayor is authorized to sign the "Technical Assistance Contract" with YVCOG with a $2,500 maximum billable amount for work performed in 2026.

PASSED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON this 12th day of January, 2026.

Bill G. Davis

Bill Davis, Mayor

Attest:

Michael Shinn, Attorney

Approve as to Form:

DBigby

Dorraine Bigby, Clerk/Treasurer

Organization Name: TOWN OF NACHES
TECHNICAL ASSISTANCE CONTRACT NO. 010126NC

THIS CONTRACT, entered into this (DATE) January 1, 2026 , 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 A. Restucci , acting hereunto duly authorized, TOWN OF NACHES , 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.) Bill Davis 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

- [x] 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, 2026 and shall end on December 31, 2026

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 $ 2,500 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 TOWN OF NACHES for payment based upon work completed for TOWN OF NACHES . 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, TOWN OF NACHES 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 TOWN OF NACHES 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, TOWN OF NACHES will compensate the Conference for that portion of services extended unto TOWN OF NACHES .

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

8. Contract for Continuation. TOWN OF NACHES shall give notice of their intent to continue or discontinue the contractual agreement for the year 2026 , 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: Bill G. Davis
Bill Davis, Mayor

ATTEST: D Bigby