



ORIGINAL

RESOLUTION 2015 - 46

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING MODIFICATION TO
“HOME CONSORTIUM INTERGOVERNMENTAL AGREEMENT”
WITH YAKIMA COUNTY AND PARTICIPATING GOVERNMENTS**

WHEREAS, the United States government, through the National Affordable Housing Act of 1930, has established the HOME Investment Partnerships Act Program (“HOME Program”), for the purpose of expansion and rehabilitation of the supply of decent, safe, sanitary and affordable housing, and to foster and strengthen partnerships among all levels of government and the private sector; and

WHEREAS, Yakima County has been designated Lead Agency for the county region, and Participating Governments within Yakima County were invited to enter into a HOME Consortium Intergovernmental Agreement; and

WHEREAS, the City of Sunnyside and Yakima County have negotiated an intergovernmental agreement; and

WHEREAS, the City Council finds and determines that approval and ratification of such modification to the intergovernmental agreement and participation in such program 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 Amendment to HOME Intergovernmental Agreement, 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 and administer 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 13th day of July, 2015.



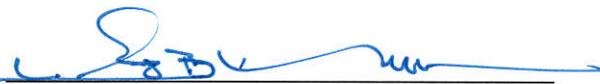
JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP, PLLC
Attorneys for the City of Sunnyside

EXHIBIT "A"

AMENDMENT TO HOME INTERGOVERNMENTAL AGREEMENT

Dated September 1, 2009

This amendment is made to that agreement HOME CONSORTIUM INTERGOVERNMENTAL AGREEMENT PROGRAM YEARS 2010-2012 previously executed by and between **Yakima County** (Lead Agency), hereinafter called County and the Cities of **Grandview, Sunnyside, Toppenish, Union Gap, Mabton, and Wapato** hereinafter called Participating Jurisdictions (PJs) It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Section 3, Paragraph A, Term is amended, effective June 30th 2015 to add the following:

This agreement shall automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, the Lead Entity shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the Lead Entity, and the Lead Entity shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the Lead Entity shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this agreement, a copy of each amendment to this agreement, and, if the Consortium's membership has changed, the state certification required under 24 C.F.R. § 92.101(a)(2)(i). The Consortium shall adopt any amendments to this agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.

The automatic renewal of the agreement will be void if: the Lead Entity fails to notify a Consortium member or the HUD field office as required under this automatic renewal provision or the Lead Entity fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

Section 3, is amended, effective June 30th 2015 to add the following jurisdictions:

Mayor
City of Zillah
503 First Avenue
PO Box 475
Zillah, WA 98935

Mayor
City of Harrah
11 E. Pioneer St
Harrah, WA 98933

Section 3, is changed effective June 30th 2015 to add new members, new paragraph:

N. Adding new members to Yakima County HOME Consortium: The County as Lead Entity has the authority to submit an amendment to the current consortium agreement on behalf of the Consortium to add in new PJs at any time during the qualification period pending the approval of the Yakima County HOME Board.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

EXHIBIT "A"

AMENDMENT TO HOME INTERGOVERNMENTAL AGREEMENT - Dated September 1, 2009

DONE this 30th day of June 2015

PARTICIPATING JURISDICTIONS

City of Grandview

Norm Childress, Mayor Date

City of Harrah

Barbara Harrer, Mayor Date

City of Mabton

Mario Martinez, Mayor Date

City of Sunnyside

James A. Restucci, Mayor
Don Day, City Manager Date

City of Toppenish

Lance Hoyt, Interim City Manager Date

City of Union Gap

Roger Wentz, Mayor Date

City of Wapato

Jesse Farias, Mayor Date

City of Zillah

Gary Clark, Mayor Date

BOARD OF YAKIMA COUNTY

J. Rand Elliott, Chairman

Michael D. Leita, Commissioner

Kevin J. Bouchey, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

Attest: Tiera L. Girard
Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

**HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT
PROGRAM YEARS 2010 - 2012**

This AGREEMENT, entered into this 1st day of Sept., 2009 by and between the **Yakima County** (Lead Agency,) and the Cities of **Grandview, Sunnyside, Toppenish, Union Gap, Mabton, and Wapato** (collectively the Participating Governments.) This Interlocal Agreement represents the entire and integrated agreement between the parties hereto and fully supersedes and replaces any prior negotiations, representations, or agreement(s), either written or oral that have been executed between the parties regarding the Consortium.

RECITALS

WHEREAS, the United States Government, through the National Affordable Housing Act of 1930, has established the HOME Investment Partnerships Act Program (HOME or HOME Program) and has designated Yakima County as the Lead Agency to administer such federal funds, subject to certain conditions, for the purpose of expansion and rehabilitation of the supply of decent, safe, sanitary, and affordable housing and to strengthen partnerships among all levels of government and the private sector; and

WHEREAS, Section 216 (2) of the Act, 42 U.S.C. 12746, provides that a consortium of geographically contiguous or overlapping geographical areas within which separate legal governmental subdivisions operate can be considered to be a single unit of general local government for the purposes of receiving an allocation and participating in the HOME Program and a determination has been made by the United States Department of Housing and Urban Development that the Participating Governments and Lead Agency are geographically contiguous or overlapping geographical areas within which separate legal governmental subdivisions operate and are eligible to participate in the HOME Program; and

WHEREAS, the Participating Governments and the Lead Agency recognize the need to address the regional issues of increasing the supply of permanent affordable housing for lower income households, and develop affordable and supportive housing opportunities for lower-income persons and families and the homeless in Yakima County and have determined that it will be mutually beneficial and in the public interest to enter into an intergovernmental agreement regarding regional participation in the HOME Program; and

WHEREAS, the Lead Agency desires to enter into an intergovernmental agreement with the Participating Governments to participate in a Consortium for the purpose of implementing a regional HOME Program authorized by the Act to enhance cooperation between jurisdictions and to maximize the use of resources available to local governments to affect the housing-related problems of lower-income people; and

WHEREAS, the Lead Agency has elected to administer such federal funds for itself and the Participating Governments through its Department of Human Services; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions.

EXHIBIT "A"

1. DEFINITIONS

For the purpose of this Agreement, the terms defined in this section have the meanings given to them:

- A. "Act" means Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. 12701 et seq.
- B. "Consolidated Plan" is a HUD required document. It serves as a planning document for the Consortium and a funding application under the Community Planning and Development formula grant programs (Community Development Block Grant ("CDBG"), HOME, Emergency Shelter Grant (ESG) and Housing Opportunities for Persons with Aids (HOPWA).
- C. "Consortium" means the Participating Governments and Lead Agency acting pursuant to this Agreement.
- D. "HUD" means the United States Department of Housing and Urban Development.
- E. "Lead Agency" means Yakima County, designated to act in a representative capacity for itself and the Consortium for the purposes of implementing the HOME Regulations. Yakima County shall assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of 24 CFR part 92.101, including requirements concerning a Consolidated Plan.
- F. "Participating Governments" means Yakima County, and the cities of Grandview, Mabton, Sunnyside, Toppenish, Union Gap, and Wapato and shall be designated as the Consortium.
- G. "Regulations" means the rules and regulations promulgated pursuant to the Act, including but not limited to 24 CFR Parts 91 and 92, as amended.
- H. "Community Housing Development Organization" (CHDO) means a nonprofit organization whose mission is to develop, sponsor or own affordable housing and meets the criteria stated in 24 CFR 92.2.
- I. "Participating Jurisdiction" means the designation used by HUD to identify each jurisdiction or consortium participating in the HOME program.
- J. "Advisory Committee" means a group of individuals appointed by the Yakima County Board of Commissioners to provide recommendations on the implementation of the HOME program. The HOME Program Advisory Committee will have one representative from each Participating Government.

2. PURPOSE

The purpose of this Agreement is to form a Consortium of units of general local government to increase their ability to provide affordable housing for low- and moderate-income residents.

3. AGREEMENT

- A. **Term:** The initial term (also known as "qualification period") of this Agreement shall be program years 2010 - 2012. Pursuant to 24 CFR 92.101(e), no member of the Consortium may withdraw from the Agreement while the Agreement remains in effect. This Agreement shall be automatically renewed for a second three-year qualification period, unless terminated as set forth herein.

The Lead Agency shall provide a minimum of 30 days advance written notice to each Participating Government of the program requirements to be in effect for subsequent Federal fiscal years or qualifying periods. Notice shall be sent by the Lead Agency to the following:

Mayor
City of Grandview
207 West Second Street
Grandview, WA 98930

Mayor
City of Mabton
PO Box 355
Mabton, WA 98935

City Manager
City of Sunnyside
818 E. Edison Avenue
Sunnyside, WA 98944

City Manager
City of Toppenish
21 West First Avenue
Toppenish, WA, WA 98948

Mayor
City of Union Gap
PO Box 3008
Union Gap, WA, 98903-0008

Mayor
City of Wapato
205 E Third Street
Wapato, WA 98951

- B. **Termination:** This Agreement shall terminate if: 1) any one of the member jurisdictions provides written notice of their decision not to participate in a subsequent three-year qualification period, or 2) one or more of the jurisdictions fail(s) to adopt, and submit to HUD an amendment to this Agreement that incorporates all changes necessary to meet "Cooperation Agreement requirements" as prescribed by HUD in the Consortia Qualification Notice that is applicable to any subsequent qualification period beyond the original three-year term. The Lead Agency shall, by the date specified in HUD's *Consortia Qualification Notice* for the next qualification period, notify the Participating Governments in writing of their right not to participate in the Consortium.
- C. All Participating Governments will be on the program dates of July 1, 2010 through June 30, 2013 for the HOME and grant program.
- D. Notices to the Participating Governments shall be sent to the addresses above in Section III.A. Notices to the Lead Agency shall be sent to Director, Yakima County Department of Human Services, 128 N 2nd Street, Room 102, Yakima, WA 98901-2639.

EXHIBIT "A"

- E. **Termination Notices:** Termination notices, if any, shall be sent by any non-renewing member jurisdiction to the Lead Agency 60 days prior to the end of the program year.
- F. **Program Administration:** Yakima County agrees to have decision-making authority regarding the Consolidated Plan, and program implementation, as well as to have regional oversight, representation, and authority on issues affecting Yakima County. The HOME Program Advisory Committee will have responsibility to review the Consolidated Plan, develop project selection criteria, and recommend projects for HOME funding.
- G. **Execution:** This Agreement shall be executed by the appropriate officers of each Participating Government and the Lead Agency pursuant to authority granted them by their respective governing bodies, and a copy of the authorizing resolution and executed Agreement shall be filed promptly at the offices of the Lead Agency.
- H. **Consolidated Plan:** The Lead Agency and Consortium shall cooperate in the implementation of the HOME Program and shall cooperate in the preparation of the Consolidated Plan by providing funds for the development of the Consolidated Plan, by providing input to the Plan, and by holding any required public meetings during the preparation of the Plan. Each Participating Government must fully approve each Consolidated Plan for such Plan to be considered to be approved and ready for submission to HUD.
- I. **Allocating HOME Program Funding:** The annual allocation of HOME program funds will be based on recommendations from the Advisory Committee.
- J. **Matching Funds:** Each Participating Government and the Lead Agency shall be responsible for providing matching funds required by federal regulations for any HOME funds allocated and accepted for use by that local government. As required by law, Participating Governments and Lead Agency allocations are subject to annual federal appropriations of HOME funds. No matching funds will be required from a Participating Government that chooses not to participate for a particular program year.

All use of matching funds by Participating Governments must be reported to the Lead Agency, in a format to be determined by the Lead Agency, by the end of each Federal fiscal year of this Agreement.
- K. **Affirmatively Furthering Fair Housing:** The Participating Governments certify that they will affirmatively further fair housing with all distributed HOME Consortium funds under this Agreement in compliance with 24 CFR 92.350. Each Participating Government will be responsible for compliance with HUD regulations and, if applicable, for their own preparation and submission to HUD of the Impediments to Fair Housing Plan. The Parties agree that the Lead Agency is prohibited from funding activities in or in support of a Participating Government that does not affirmatively further fair housing within its jurisdiction or that impedes the Lead Agency's actions to comply with the Consortium's fair housing certification. The Consortium acknowledges noncompliance by the Participating Governments may constitute

EXHIBIT "A"

noncompliance by the Lead Agency, which may provide cause for funding sanctions or remedial actions by HUD.

- L. **Citizen Participation:** The Participating Governments certify that they will, with the Lead Agency, develop and adhere to a Citizen Participation Plan, concerning the use of HOME funds and low-income housing needs.
- M. **Program Income:** Program Income as defined at 24 CFR 92.2 generated by a Participating Government will be held by each Participating Government in a separate account specific to the HOME Program. Program Income will be used first before any HOME funds are drawn or requested for reimbursement and appropriate documentation of the receipt and use of program income will be provided to the Lead Agency in a format to be determined by the Lead Agency.

4. LEAD AGENCY RESPONSIBILITIES

- A. **Legal Liability and Responsibilities:** The parties hereto recognize and understand that the Lead Agency will be the governmental entity required to execute all grant agreements received from HUD pursuant to the Lead Agency's request for HOME funds. The Lead Agency will thereby become and will be held by HUD to be legally liable and have full responsibility for the execution of the HOME Program. The Lead Agency will be responsible for the Consortium's annual Action Plan or Five Year Consolidated Plan with an annual Action Plan component, when required, and for meeting the requirements of other applicable laws, overall administration, and performance of the HOME Program, including the HOME projects and activities to be conducted by the Participating Governments. The Lead Agency assumes overall responsibility for ensuring the Consortium's HOME Program is carried out in compliance with the requirements of the Program, including requirements concerning a Consolidated Plan as set forth in the Regulations.
- B. **Eligibility Review and Compliance Monitoring:** The Lead Agency's supervisory, program, and administrative obligations to the Participating Governments shall be limited to the performance of the administrative and program tasks necessary to make HOME funds available to the Participating Governments and to provide monitoring to various projects funded with HOME funds to ensure that they comply with applicable Federal laws and regulations. The Lead Agency shall be responsible for determining eligibility and confirming the compliance of the HOME Program projects with applicable Federal laws and regulations.
- C. **Reporting Requirements:** The Participating Governments will provide the Lead Agency with a semi-annual HOME Program activity report of HOME funded projects. The Participating Governments will, on a semi-annual reporting cycle, provide the Lead Agency with reports that capture and identify program income derived from the HOME funded activities.

5. PARTICIPATING GOVERNMENTS' RESPONSIBILITIES

- A. **Action Plan/Consolidated Plan Submissions:** The Participating Governments shall prepare and submit to the Lead Agency their own separate annual Action Plan for the HOME Program, if applicable. The Participating Governments will submit their Action Plan and/or Consolidated Plan to the Lead Agency within a time frame established by the Lead Agency to enable the Consortium's Annual Action or Consolidated Plan to be submitted as a joint submission to HUD.
- B. The Participating Governments shall submit reporting information called for by the Citizen Participation Plan to Lead Agency staff for inclusion into the report or plan. The Participating Governments are also responsible for informing their citizens of the impact of and proposed use of HOME funds within the Participating Governments' jurisdictions.
- C. **Reporting Requirements:** The Participating Governments shall prepare and submit to the Lead Agency for consolidation into one report the following reports, if applicable, for submission to HUD according to applicable deadlines: Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, federal cash transaction reports, and annual HOME Consolidated Action Plan Evaluation Report(s)(CAPER) as well as preparing and submitting any other reporting requirements that are required by HUD.
- D. **Lead Agency and Participating Government Cooperation:** The Lead Agency shall cooperate and work with the Participating Governments in the preparation of detailed projects and other activities to be conducted or performed within the Participating Government during the Federal Program Years this Agreement is in effect. The Participating Governments shall cooperate with the Lead Agency.
- E. **Disallowed Expenditures:** The Participating Governments assume full responsibility for payment of HOME expenditures made in their jurisdictions that are disallowed by HUD.

6. SPECIAL PROVISIONS

- A. **Independent Contractor:** The parties agree that, for the purposes of this Agreement, the Participating Governments are independent contractors and neither the Participating Governments nor any employee of the Participating Governments are an employee of the County. Neither the Participating Governments nor any employee of the Participating Governments are entitled to any benefits that Yakima County provides its employees. The Participating Governments are solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
- B. **Debarment Certification:** The Participating Governments, by signature to this Agreement, certify the Participating Governments are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred.) The

EXHIBIT "A"

Participating Governments also agree to include the above requirement in any and all Subcontracts into which it enters. The Participating Governments shall immediately notify the Lead Agency if, during the term of this Agreement, any of the Participating Governments becomes debarred. The Lead Agency may immediately terminate this Agreement by providing the Participating Governments written notice if any of the Participating Governments becomes debarred during the term of this Agreement.

- C. **Nondiscrimination:** The Participating Governments agree that they shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq). In the event the Participating Governments violate this provision, the Lead Agency may terminate this Agreement immediately and bar the Participating Governments from performing any services for the Lead Agency in the future.
- D. **Indemnification:** Participating Governments shall protect, defend, indemnify, and save harmless all members of the Consortium, their officers, employees, and agents from any and all third party costs, claims and resultant costs (judgments and/or awards of damages) for bodily injury to person and damage to physical property to the extent resulting directly and proximately from the negligent acts of the Participating Governments, its officers, employees, and/or agent in performance of this Agreement.
- E. **Compliance with the Act:** In the event that there is a revision of the Act and/or Regulations that would cause this Agreement to be out of compliance with the Act or Regulations, all parties to the Agreement shall review this Agreement to reasonably and in good faith renegotiate those items necessary to bring the Agreement into compliance.
- All parties understand that the refusal to renegotiate this Agreement may result in the loss of the effective use of the Agreement as of the date it is out of compliance with the Act and/or Regulations as amended.
- F. **Monitoring and Accounting:** Participating Governments shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles and complies with 24 CFR Part 85, Subpart C, "Post Award Requirements"; 24 CFR Part 570.489(e) "Program Income"; and the requirements and standards of OMB Circular A-87 "Cost Principles for State and Local Governments", All Participating Governments agree to make available all records and accounts pertaining to HOME funded projects covered by this Agreement at all reasonable times to their respective personnel and duly authorized federal officials and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of persons or organizations with which Participating Governments may contract, involving transactions related to the project and this contract.
- G. **Other Applicable Laws:** All projects undertaken pursuant to this Agreement shall be subject to any relevant State statutes, home rule charter provisions, assessment,

EXHIBIT "A"

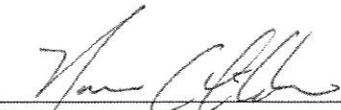
planning, zoning, sanitary and building laws, ordinances, and regulations applicable to each Participating Government or smaller municipality in which a project receiving HOME funds is situated.

- H. **Amendments:** All amendments to this Agreement must be in writing and signed by the Lead Agency and Participating Governments.
- I. **Severability:** Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.
- J. **Financial Obligations of the Parties:** Each party's financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year obligations, a pledge of the credit of either party, or a payment guarantee by either party to the other party.

By executing this Agreement, the undersigned Contractor hereby certifies under penalty of perjury under the laws of the State of Washington that the Contractor is a bona fide independent contractor pursuant to the rules and regulations of the Washington State Department of Revenue and, in the event it is determined that the Contractor is not a bona fide independent contractor, the County shall have the right to deduct all employment taxes, charges and penalties of any nature due as a consequence of this Agreement from any remaining funds due the Contractor and, in the event there are no funds due the Contractor, the Contractor agrees to reimburse the County for all such costs. The effect of this provision shall continue beyond the term of this agreement.

CITY OF GRANDVIEW

BOARD OF COUNTY COMMISSIONERS

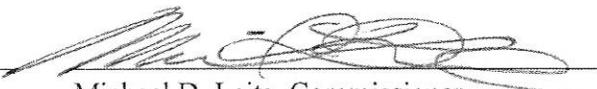


Norm Childress, Mayor

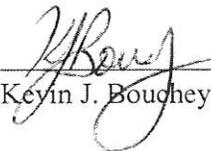


J. Rand Elliott, Chairman

Date 8/17/09



Michael D. Leita, Commissioner



Keyin J. Bouchey, Commissioner

Approved as to Form:



Deputy Prosecuting Attorney
WSB A #35901

AGREEMENT AUTHORIZATION

Attest:



Christina S. Steiner, Clerk of the Board
Tiera L. Girard
Deputy Clerk of the Board

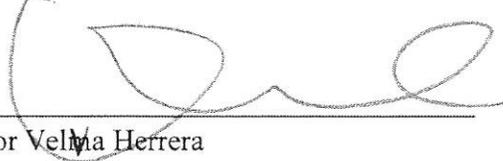
Date 9/1/09



By executing this Agreement, the undersigned Contractor hereby certifies under penalty of perjury under the laws of the State of Washington that the Contractor is a bona fide independent contractor pursuant to the rules and regulations of the Washington State Department of Revenue and, in the event it is determined that the Contractor is not a bona fide independent contractor, the County shall have the right to deduct all employment taxes, charges and penalties of any nature due as a consequence of this Agreement from any remaining funds due the Contractor and, in the event there are no funds due the Contractor, the Contractor agrees to reimburse the County for all such costs. The effect of this provision shall continue beyond the term of this agreement.

CITY OF MABTON

BOARD OF COUNTY COMMISSIONERS



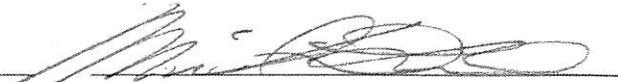
Mayor Velva Herrera



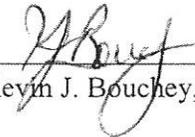
J. Rand Elliott, Chairman

8-11-09

Date



Michael D. Leita, Commissioner



Kevin J. Bouchey, Commissioner

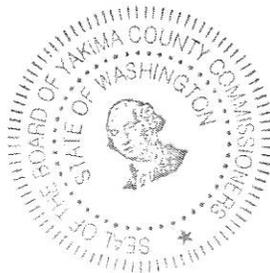
Approved as to Form:



Deputy Prosecuting Attorney
WSBA # 35901

AGREEMENT AUTHORIZATION

Attest:





Christina S. Steiner, Clerk of the Board
Tiera L. Girard
Deputy Clerk of the Board

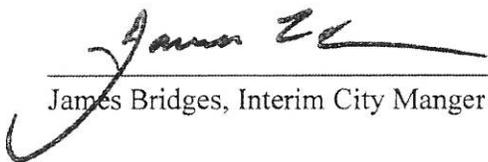
9/1/09

Date

By executing this Agreement, the undersigned Contractor hereby certifies under penalty of perjury under the laws of the State of Washington that the Contractor is a bona fide independent contractor pursuant to the rules and regulations of the Washington State Department of Revenue and, in the event it is determined that the Contractor is not a bona fide independent contractor, the County shall have the right to deduct all employment taxes, charges and penalties of any nature due as a consequence of this Agreement from any remaining funds due the Contractor and, in the event there are no funds due the Contractor, the Contractor agrees to reimburse the County for all such costs. The effect of this provision shall continue beyond the term of this agreement.

CITY OF SUNNYSIDE

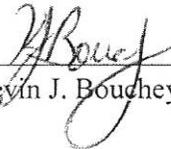
BOARD OF COUNTY COMMISSIONERS


James Bridges, Interim City Manger

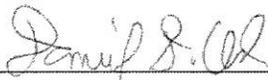

J. Rand Elliott, Chairman

August 25, 2009
Date


Michael D. Leita, Commissioner


Kevin J. Bouchey, Commissioner

Approved as to Form:


Deputy Prosecuting Attorney
WSBA #35901

AGREEMENT AUTHORIZATION

Attest:


Christina S. Steiner, Clerk of the Board
Tiera L. Girard
Deputy Clerk of the Board
9/1/09
Date



By executing this Agreement, the undersigned Contractor hereby certifies under penalty of perjury under the laws of the State of Washington that the Contractor is a bona fide independent contractor pursuant to the rules and regulations of the Washington State Department of Revenue and, in the event it is determined that the Contractor is not a bona fide independent contractor, the County shall have the right to deduct all employment taxes, charges and penalties of any nature due as a consequence of this Agreement from any remaining funds due the Contractor and, in the event there are no funds due the Contractor, the Contractor agrees to reimburse the County for all such costs. The effect of this provision shall continue beyond the term of this agreement.

CITY OF TOPPENISH

BOARD OF COUNTY COMMISSIONERS

William C. Murphy
William C. Murphy, City Manager

J. Rand Elliott
J. Rand Elliott, Chairman

August 24, 2009
Date

Michael D. Leita
Michael D. Leita, Commissioner

Kevin J. Bouchey
Kevin J. Bouchey, Commissioner

Approved as to Form:

David D. Cobb
Deputy Prosecuting Attorney
WSBA #35901

AGREEMENT AUTHORIZATION

Attest:

Tiera L. Girard
Christina S. Steiner, Clerk of the Board

9/1/09
Date

Tiera L. Girard
Deputy Clerk of the Board



By executing this Agreement, the undersigned Contractor hereby certifies under penalty of perjury under the laws of the State of Washington that the Contractor is a bona fide independent contractor pursuant to the rules and regulations of the Washington State Department of Revenue and, in the event it is determined that the Contractor is not a bona fide independent contractor, the County shall have the right to deduct all employment taxes, charges and penalties of any nature due as a consequence of this Agreement from any remaining funds due the Contractor and, in the event there are no funds due the Contractor, the Contractor agrees to reimburse the County for all such costs. The effect of this provision shall continue beyond the term of this agreement.

CITY OF UNION GAP

BOARD OF COUNTY COMMISSIONERS

Jim Lemon
Mayor Jim Lemon

J. Rand Elliott
J. Rand Elliott, Chairman

08-12-09
Date

Michael D. Leita
Michael D. Leita, Commissioner

Kevin J. Bouchey
Kevin J. Bouchey, Commissioner

Approved as to Form:

Deputy Prosecuting Attorney
Deputy Prosecuting Attorney
WSBA # 35901

AGREEMENT AUTHORIZATION

Attest:

Tiera L. Girard
Christina S. Steiner, Clerk of the Board

9/1/09
Date
Tiera L. Girard
Deputy Clerk of the Board



By executing this Agreement, the undersigned Contractor hereby certifies under penalty of perjury under the laws of the State of Washington that the Contractor is a bona fide independent contractor pursuant to the rules and regulations of the Washington State Department of Revenue and, in the event it is determined that the Contractor is not a bona fide independent contractor, the County shall have the right to deduct all employment taxes, charges and penalties of any nature due as a consequence of this Agreement from any remaining funds due the Contractor and, in the event there are no funds due the Contractor, the Contractor agrees to reimburse the County for all such costs. The effect of this provision shall continue beyond the term of this agreement.

CITY OF WAPATO

BOARD OF COUNTY COMMISSIONERS

Tony Guzmán
Mayor Pro tempore Tony Guzmán

J. Rand Elliott
J. Rand Elliott, Chairman

08/04/09
Date

Michael D. Leita
Michael D. Leita, Commissioner

Kevin J. Bouchey
Kevin J. Bouchey, Commissioner

Approved as to Form:

Daniel S. Old
Deputy Prosecuting Attorney
WSBA # 35401

AGREEMENT AUTHORIZATION

Attest:

Tiera L. Girard
Christina S. Steiner, Clerk of the Board

9/1/09
Date
Tiera L. Girard
Deputy Clerk of the Board

