

RESOLUTION 2014 - 04



**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
PUBLIC SECTOR SERVICE CONTRACT WITH
YAKIMA COUNTY DEVELOPMENT ASSOCIATION
(YCDA)**

WHEREAS, the City of Sunnyside currently contracts with YCDA for economic development programming; and

WHEREAS, YCDA has requested the current contract be superseded by a new contract which includes a new term and adjusted rates; and

WHEREAS, the City Council finds and determines that such approval 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 Public Sector Service Contract with YCDA, which contract 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 January, 2014.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP, LLP
Attorneys for the City of Sunnyside

**YAKIMA COUNTY DEVELOPMENT ASSOCIATION
PUBLIC SECTOR SERVICE CONTRACT**

CONTRACTOR: City of Sunnyside
CONTRACT PERIOD: February 1, 2014 to December 31, 2018

THIS CONTRACT is entered into by the City of Sunnyside ("the City") and the Yakima County Development Association ("YCDA"), a Washington non-profit corporation.

WHEREAS, YCDA is a Washington private non-profit corporation representing a coalition of business, government, labor, and education leadership dedicated to planning, developing, and implementing community economic development programs; and

WHEREAS, economic development programs are coordinated public and private actions which aid in enhancing a community's quality of life and bringing its citizens into the economic mainstream by planning and building local economic capacity such as: an effective education and training system; sound transportation and physical infrastructure; attractive diverse private and public investments; and competitive and skilled work force; and

WHEREAS, YCDA staff possesses valuable skill, experience and expertise in community economic development; and

WHEREAS, YCDA has been involved in many significant investment decisions in the Sunnyside area and Yakima County; and

WHEREAS, The City wishes to utilize the skill, experience, and expertise of YCDA rather than attempting to perform the same services at greater expense; and

WHEREAS, The City wishes to exercise authority granted under RCW 35.21.703 by contracting with YCDA to provide economic development assistance to the City; and

WHEREAS, The City desires to have certain services performed by YCDA as described within this Contract;

THEREFORE, in consideration of payment, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree to the following:

I. SCOPE OF SERVICES

The City desires to continue utilizing services provided by YCDA. The City recognizes that, because of the nature of a private economy, YCDA shall provide economic development programming for the entire Yakima County area and not exclusively for the City of Sunnyside area. The City understands that it will receive economic development benefits from YCDA's efforts within Yakima County because the City is an economic focal point within the County. Such benefits to the City include a more diversified economic base, additional employment opportunities and greater prosperity. The economic development program shall consist of an annual program of work drafted by the YCDA Board of Directors.

EXHIBIT "A"

YCDA shall maintain a professional staff to carry out an economic development program in Yakima County. During the term of this Contract, YCDA will dedicate its best efforts to carry out such program.

As additional consideration, beyond its general mission of economic development in Yakima County, YCDA shall dedicate its professional and support staff to specific objectives to be mutually updated and agreed on an annual basis. As objectives for the 20 contract period YCDA shall:

- A. Market the City of Sunnyside and Yakima County as a location for new business investment. Maintain accurate information about the City's costs and opportunities as they relate to new business development. Maintain confidentiality for business clients evaluating sites or facilities within the region.
- B. Work cooperatively with developers, realtors, land owners and other parties within the Sunnyside area to maintain up-to-date information about sites and facilities that can meet the needs of new or existing businesses.
- C. Conduct yearly visits with Sunnyside-based manufacturers as part of YCDA's annual manufacturers' survey. Provide appropriate follow-up assistance to local businesses based on needs identified during the survey interviews.
- D. Provide the City of Sunnyside with a yearly report on the status of local manufacturers, providing insights on their overall health and feedback on local business climate issues.
- E. Support the City's efforts to prepare industrial sites and facilities through grant applications to local, state or federal infrastructure financing programs.
- F. Advise the City, when requested, regarding industrial sector needs relative to the preparation of land use designation and urban development policies.
- G. Advise the City, when requested, on ways to mitigate development impacts from proposed manufacturing or non-retail expansion projects.
- H. Advise the City, when requested, regarding public service planning for light and heavy industrial areas, including comments on streets, water, sewer, and other public facilities.

II. DURATION OF CONTRACT

The initial term of this Contract shall commence on January 1, 2014 and shall terminate on December 31, 2014, with an automatic renewal on January 1 each year thereafter through December 31, 2018, subject to annual performance review and evaluation conducted by the City during the yearly budget review process. Should the city decide to cancel the automatic renewal of this contract it may do so by providing 30 days written notice to YCDA.

III. COMPENSATION, METHOD OF PAYMENT, REPORTING

YCDA shall receive payment for services as specified in this Contract in the amount of seven thousand dollars (\$7,000) per year, totaling Thirty Five Thousand Dollars (\$35,000) for the five year term; which amount shall be paid to YCDA in two equal installments of Three Thousand Five Hundred Dollars (\$3,500), with one installment due on February 1, 2014, and one installment due on July 15, 2014. In the following years, payment shall be made to YCDA in two equal installments of three thousand five hundred dollars (\$3,500) in January and July of each respective year. Said compensation and payments are expressly conditioned upon and subject to receiving authorization and approval during the City's yearly budget process.

YCDA shall provide monthly update reports and an annual report, which will be delivered by March 31st of the next year. Such reports shall contain a description of current initiative and accomplishments under the applicable scope of services provision of the Contract. Each annual report shall indicate the amount of new investment, retention of investment, and new jobs within Yakima County which affect economic development of the City.

IV. INTERNAL CONTROL AND ACCOUNTING SYSTEM

YCDA shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and government accounting and financial reporting standards.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

YCDA shall maintain accounts and records, including personnel, property, financial, and program records and such other records as the City may deem necessary, to ensure proper accounting for all project funds and compliance with this Contract.

VI. AUDITS AND INSPECTIONS

A. Records and documents pertaining to all matters covered by this Contract shall be subject at all times to inspections, review, or audit by the City and/or federal/state officials so authorized, including but not limited to, the Washington State Examiner.

B. YCDA shall have its annual financial statement audited by an independent certified public accountant. One copy of any such audit or review performed by an independent certified public accountant shall be provided to the City.

C. YCDA shall provide access of facilities to the City, the state and/or federal agencies or officials at reasonable times to monitor and evaluate the services provided under the Contract. The City will give advance notice to YCDA in the case of fiscal audits to be conducted by the City.

VII. REVIEW AND EVALUATION

YCDA agrees to cooperate with the City or its agent in the City's annual review and evaluation of YCDA's performance under this Contract and to make available all information reasonably required by any such evaluation process.

VIII. TERMINATION

This Contract may be terminated without cause prior to the date specified above in Section II, by either party providing the other party thirty (30) days written notice of the termination. In the event of termination, the amount of compensation shall be prorated monthly to the nearest full month of service.

IX. INSURANCE AND INDEMNIFICATION

YCDA shall procure and maintain at its own expense for the duration of this Contract insurance against injury to persons or damage to property or rights which may arise from, or in connection with the performance of work hereunder by YCDA, its agents, representatives, employees.

YCDA shall defend, indemnify, and hold the City of Sunnyside, its officers, employees, and agents, harmless from any and all liability arising out of the performance of this Contract.

X. NONDISCRIMINATION

During the performance of this Contract, YCDA shall not discriminate on the basis of race, color, sex, religion, nationality, creed, sexual orientation, marital status, age, or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.

XI. CONFLICT OF INTEREST

YCDA covenants that no officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract.

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XII. NOTICES

Whenever this Contract provides for notice to be provided by one party or another, such notices shall be in writing and directed to the chief executive officer of YCDA, P.O. Box 1387, Yakima, WA, 98907, or the City Manager for Sunnyside, 818 East Edison Avenue, Sunnyside, Washington, 98944. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XIII. CHANGES

Either party may request changes to this Contract. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Contract.

XIV. PROHIBITED ACTS

YCDA shall use all consideration provided under this Contract solely to pay for labor, equipment, materials, and overhead in its operations. It shall not use such consideration as loans, grants, or gifts to public or private entities for any purpose whatsoever nor shall such consideration be used for the purpose of promotional hosting. Violation of the provision of this section shall be cause of immediate termination of this Contract and YCDA shall repay to the City any funds transferred in violation of this section.

XV. WHOLE AGREEMENT

This Contract constitutes the whole and entire agreement between the parties.

XVI. ASSIGNMENT

YCDA shall not assign any of its duties under this Contract without the prior written consent of the City.

XVII. SEVERABILITY

In the event any portion of this Contract is found to be invalid, it is the intent of the parties to enforce the remainder of the Contract.

XVIII. TERMINATION OF EXISTING CONTRACT

This agreement replaces and terminates the existing contract between the parties.

CITY OF SUNNYSIDE

**YAKIMA COUNTY
DEVELOPMENT ASSOCIATION**

Signature

Signature

Name

Name

Title

Title

Date

Date

ATTEST

City Clerk