

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

AGREEMENT PERIOD: January 1, 2024 to December 31, 2028

THIS AGREEMENT is entered into by The City of Sunnyside of Sunnyside 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 Yakima County's business environment and livability 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 of Sunnyside 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 of Sunnyside wishes to exercise authority granted under RCW 35.21.703 with YCDA to provide economic development assistance to The City of Sunnyside; and

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

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 of Sunnyside desires to continue utilizing services provided by YCDA. The City of Sunnyside 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 of Sunnyside area. The City of Sunnyside understands that it will receive economic development benefits from YCDA's efforts within Yakima County because the City of Sunnyside is an economic focal point within the County. Such benefits to the City of Sunnyside include a more diversified economic base, additional employment opportunities and greater prosperity. The economic development program shall consist of the 2024-2028 Strategic Plan drafted by the YCDA Board of Directors.

YCDA shall maintain a professional staff to carry out an economic development program in Yakima County. During the term of this Agreement, 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 from 2024 through 2028. YCDA shall:

- A. Market the City of Sunnyside of Sunnyside and Yakima County as a location for targeted new business investment. Maintain accurate information about the City of Sunnyside'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, landowners 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 businesses as part of YCDA's outreach activities. Provide appropriate follow-up assistance to local businesses based on needs identified during the outreach.
- D. Provide the City of Sunnyside of Sunnyside with a yearly report on the status of local businesses, providing insights on their overall health and feedback on local business climate issues.
- E. Support the City of Sunnyside's efforts to prepare industrial sites and facilities through applications to local, state or federal infrastructure funding programs.
- F. Partner with South Central Workforce, K-12, Higher Education, and other workforce development organizations to create and deliver workforce development programs that meet the needs of local employers.
- G. Provide business development training and resources to Yakima County start-ups, microenterprises, and small businesses so they can grow in the County.
- H. Advise the City of Sunnyside, when requested, regarding industrial sector needs relative to the preparation of land use designation and urban development policies.
- I. Advise the City of Sunnyside, when requested, on ways to mitigate development impacts from proposed manufacturing or non-retail expansion projects.
- J. Advise the City of Sunnyside, 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 AGREEMENT

This Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024, and renewed annually through December 31, 2028, subject to performance review and evaluation conducted by the City of Sunnyside during the yearly budget review process.

III. COMPENSATION, METHOD OF PAYMENT, RECITYING

YCDA shall receive payment for services as specified in this Agreement in the total amount of One Hundred Thousand Dollars (\$100,000), which amount shall be paid to YCDA in two equal installments of Ten Thousand dollars (\$10,000), with one installment due on Jan 31, and one installment due on July 31. Provided that this Agreement is renewed, payments will continue in the following years in two equal installments on January 31, and July 31 and compensation for services is authorized in the City of Sunnyside's yearly budget based upon the annual performance review and evaluation. At its discretion, the City of Sunnyside may acquire additional and specific professional economic development services from YCDA for a mutually agreed upon fee.

YCDA shall provide an annual report of its activities for each calendar year. Such report shall contain a description of accomplishments under the applicable scope of the services provision of the Agreement. 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 of Sunnyside.

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 report 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 of Sunnyside may deem necessary, to ensure proper accounting for all project funds and compliance with this Agreement.

VI. AUDITS AND INSPECTIONS

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

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

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

VII. REVIEW AND EVALUATION

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

VIII. TERMINATION

This Agreement 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 Agreement 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 of Sunnyside, its officers, employees, and agents, harmless from any and all liability arising out of the performance of this Agreement.

X. NONDISCRIMINATION

During the performance of this Agreement, 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 Agreement.

XI. CONFLICT OF INTEREST

YCDA covenants that no officer, employee or agent of the City of Sunnyside 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 Agreement.

None of the funds, materials, property or services provided directly or indirectly under this Agreement 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 Agreement provides for notice to be provided by one party or another, such notices shall be in writing and directed to the executive director of YCDA, P.O. Box 1387, Yakima, WA, 98907, or City Manager of the City of Sunnyside, PO Box 329, Sunnyside, WA 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 Agreement. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Agreement.

XIV. PROHIBITED ACTS

YCDA shall use all consideration provided under this Agreement 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 Agreement and YCDA shall repay to the City of Sunnyside any funds transferred in violation of this section.

XV. WHOLE AGREEMENT

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

XVI. ASSIGNMENT

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

XVII. SEVERABILITY

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

CITY OF SUNNYSIDE

**YAKIMA COUNTY
DEVELOPMENT ASSOCIATION**





Signature

Signature

Elizabeth Alba

JONATHAN SMITH

Name

Name

City Manager

EXECUTIVE DIRECTOR

Title

Title

November 15, 2023

NOVEMBER 21 2023

Date

Date

ATTEST


Jacqueline Renteria, City Clerk

CITY CONTRACT NO: A-2024-32

RESOLUTION NO: X

COUNCIL MTG: 11/13/2023