

RESOLUTION 2025 - 21

**A RESOLUTION OF THE CITY COUNCIL OF SUNNYSIDE, WASHINGTON, APPROVING A TECHNICAL ASSISTANCE CONTRACT WITH YAKIMA VALLEY CONFERENCE OF GOVERNMENTS (YVCOG).**

**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 allows the City of Sunnyside to contract with YVCOG for specific project assistance as such projects may arise throughout the year; and

**WHEREAS**, the City of Sunnyside and YVCOG have agreed to enter into a Technical Assistance Contract for year 2025; 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.

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

**SECTION 1.** The City Manager of the City of Sunnyside is hereby authorized and directed to execute the "Technical Assistance Contract" with Yakima Valley Conference of Governments (YVCOG) attached hereto as Exhibit "A".

**SECTION 2.** The City Clerk is authorized to make the correction of scrivener's/clerical errors, references, Resolution numbering, section/subsection numbering and any references thereto.

**SECTION 3.** This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

**PASSED** this 24th day of March, 2025.

  
\_\_\_\_\_  
**DEAN BROERSMA, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**JACQUELINE RENTERIA, CITY CLERK**

**APPROVED AS TO FORM:  
MENKE JACKSON BEYER, LLP**

  
\_\_\_\_\_  
**BY: QUINN N. PLANT  
ATTORNEY FOR THE CITY OF SUNNYSIDE**

# EXHIBIT A

Organization Name: City of Sunnyside  
TECHNICAL ASSISTANCE CONTRACT NO.

THIS CONTRACT, entered into this (DATE) March 24, 2025, 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 Restucci, acting hereunto duly authorized, City of Sunnyside, a municipal corporation or organization, located within Yakima County, State of Washington (hereinafter called the "City" or "Organization"), acting herein by City Manager Mike Gonzalez 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 City Manager;

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 City Manager;

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

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, 2025 and shall end on December 31, 2025.

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 \$ 50,000.00 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 City of Sunnyside for payment based upon work completed for City of Sunnyside. 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.

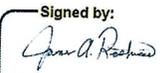
6.1. Termination of Contract for Cause. If, through any cause, City of Sunnyside or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

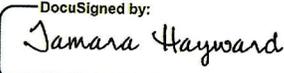
6.2. Termination for Convenience. Either City of Sunnyside or the Conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, City of Sunnyside will compensate the Conference for that portion of services extended unto City of Sunnyside.

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

8. Contract for Continuation. City of Sunnyside shall give notice of their intent to continue or discontinue the contractual agreement for the year 2025, at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

Signed by:   
BY: \_\_\_\_\_  
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Conference Chair

DocuSigned by:   
ATTEST: \_\_\_\_\_  
665450C0756248E...  
Secretary

City of Sunnyside  
YAKIMA COUNTY

BY:   
Mike Gonzalez, City Manager

ATTEST:   
Jacqueline Renteria, City Clerk

CITY CONTRACT NO: A-2025-50  
RESOLUTION NO: 2025-21  
COUNCIL MTG: 03/24/25