

**MEMORANDUM OF UNDERSTANDING**  
**Relating to the SIED funds allocated by Yakima County to the City of Yakima for the**  
**Yakima Rotary YMCA facility**

This MEMORANDUM OF UNDERSTANDING (the “**MOU**”) is entered into by and between the Young Men’s Christian Association of Yakima (the “**YMCA**”) and the City of Yakima to facilitate the pass through of Supporting Investments in Economic Diversification (SIED) funds appropriated by Yakima County.

**1. General.**

**a. Purpose.** The purpose of this MOU is to facilitate the pass through of SIED funds from Yakima County to the YMCA through the City of Yakima, as dictated by the SIED Contract entered into between Yakima County and the City of Yakima on or about December 17, 2019, a copy of which is attached hereto as Exhibit “1” and fully incorporated herein (referred to herein as “SIED Contract”).

**b. Intent.** The Parties intend that the SIED funding in the amount of one million dollars (\$1,000,000.00) be passed through the City of Yakima from Yakima County to the YMCA for the costs outlined in Appendix A to the SIED Contract. The Parties acknowledge that the only responsibility of the City is to pass through the funds from Yakima County to the YMCA.

**2. Terms and Conditions.**

- a.** YMCA agrees that the City is solely a pass through agent to provide the SIED funds to the YMCA. The City has no obligations other than to accept SIED funds from Yakima County and transfer them to the YMCA.
- b.** The City shall transfer the SIED funds in one lump sum payment of \$1,000,000.00 to the YMCA as allowed by the SIED Contract and after appropriate accounting steps have been taken by the City.
- c.** The YMCA is solely responsible for adhering to the terms and conditions associated with the SIED funding, as outlined in Exhibit “1” and specifically those matters listed in Appendix A to Exhibit “1.” The YMCA shall hold the City harmless and indemnify the City, its elected and appointed officials, officers, agents and volunteers from any claim for damages associated with YMCA’s use or misuse of the SIED funds.
- d.** YMCA agrees that the SIED funds can be expended for no purpose other than paying for infrastructure costs as outlined in Appendix A to the SIED Contract. YMCA is solely liable for any damages or the need to repay Yakima County in the event the YMCA uses SIED funds for anything other than those uses outlined in the SIED Contract and Appendix A thereto.
- e.** YMCA shall provide all documents necessary to provide proof to the City or Yakima County that the SIED funding was spent in accordance with the SIED Contract. YMCA acknowledges that the City has no requirement to verify whether the proposed use of the funds complies with the law but that it is the YMCA’s sole responsibility to provide such proof.
- f.** YMCA agrees that the City shall not be responsible for, or required to, repay SIED funds to Yakima County in the event the funds are not properly used or administered.
- g.** YMCA shall maintain record and documents associated with this MOU, and all records pertaining to this MOU and the use of the SIED funds provided by Yakima County to the YMCA shall be retained by the YMCA for a period of seven years after final audit, unless a longer period is required to resolve audit findings or litigation. YMCA shall

grant access to the City, Yakima County, or any other authorized representative of the state and/or federal government to any books, documents, papers and records of the YMCA, which pertain to this MOU, the use of the SIED funds provided by Yakima County, and the work done with the SIED funds. This section of the MOU shall survive the termination of the MOU.

**3. Indemnification and Hold Harmless.** The YMCA shall protect, defend, exonerate, and indemnify and hold harmless the City, its elected and appointed officials, agents, officers, volunteers and employees from and against any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings, causes of action, and all judgments, awards, damages, costs and expenses of any kind or nature whatsoever, including, but not limited to, attorneys' fees, disbursements and court costs, arising out of, relating to, or connected with the work done pursuant to the SIED Contract and Appendix A or this MOU, any work done with SIED funding by the YMCA related to the SIED Contract, Appendix A or this MOU, or any violation of the terms and conditions of the SIED Contract, Appendix A or this MOU.

**3. Miscellaneous.**

**a. Term and Termination.** The term of this MOU will start when signed and end when the SIED grant funds are transferred to the YMCA. The YMCA may terminate this MOU by providing written notice to the City that the grant funds are rejected prior to the transfer of the funds to the YMCA.

**b. Independent Contractor.** The relationship of the City to the YMCA shall be that of an independent contractor. The YMCA shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and YMCA. The City's sole requirement and responsibility in this Contract is to pass through SIED funds from Yakima County and the YMCA. All work to be performed with the SIED funds have been performed by the YMCA or under its supervision.

**c. Compliance with Law.** YMCA agrees to perform the work, and acknowledges that the work that was performed, is in full compliance with any and all applicable laws and regulations.

**d. Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties at their addresses as follows:

TO YMCA: Bob Romero, President  
YMCA of Yakima  
5 North Naches Avenue  
Yakima, WA 98901  
Telephone Number: \_\_\_\_\_

TO CITY: City Manager  
City of Yakima  
129 North 2<sup>nd</sup> Street  
Yakima, WA 98901  
(509) 575-6000

Or to such other addresses as the parties may hereafter designate in writing. Notices shall be sent by certified mail, postage prepaid, or hand delivered.

**e. Governing Law.** The laws of the State of Washington govern this MOU. If federal jurisdiction exists, the Parties consent to exclusive jurisdiction and venue in the federal courts in Yakima County, Washington. If not, the parties consent to exclusive jurisdiction and venue in the Superior Court of Yakima County, Washington.

**f. Assignment.** No Party can assign this MOU without the other Party's prior written consent.

**g. Waiver.** A Party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy unless expressly waived in writing.

**h. Survival.** Any provisions of this MOU which impose an obligation after termination or expiration of this MOU shall survive the term or expiration of this MOU and shall be binding on the parties to this MOU after termination or expiration, including, but not limited to, Section 3: Indemnification and Hold Harmless.

**i. Severability.** If any portion of this MOU is held invalid, the remainder of the MOU shall remain in full force and effect.

This MOU has been executed by the Parties through their duly authorized officers, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF YAKIMA

YMCA

\_\_\_\_\_  
Alex Meyerhoff, Interim City Manager

\_\_\_\_\_  
Bob Romero, President

ATTEST:

\_\_\_\_\_  
Sonya Claar Tee, City Clerk