

**CITY OF YAKIMA AND YAKIMA COUNTY INTERLOCAL AGENCY  
AGREEMENT FOR ENGINEERING DESIGN, LAND SURVEYING, RIGHT-OF-WAY,  
AND CONSTRUCTION INSPECTION SERVICES**

THIS AGREEMENT is entered into between Yakima County, Washington and its contractors (hereinafter referred to as the “County”) through its Public Services Department, whose address is 128 North 2<sup>nd</sup> Street, 4<sup>th</sup> Floor Courthouse, Yakima, Washington 98901, and the City of Yakima (hereinafter referred to as the “City”), whose address is 129 North 2<sup>nd</sup> Street, Yakima, Washington 98901, pursuant to RCW 39.34.080.

WHEREAS, the CITY may require On-Call Engineering Design, Land Surveying, Right-of-Way, and/or Construction Inspection services from time to time to augment City Staff; and,

WHEREAS, the COUNTY has an established organization that is capable of providing Engineering, Land Surveying, Right-of-Way, and Construction Inspection services and is empowered to provide such services to other governmental agencies pursuant to Chapter 39.34 RCW; and,

WHEREAS, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 84 Stat. 1894) amended by Uniform Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256) as implemented by the United States Department of Transportation (49 CFR 24), Chapter 8.26 Revised Code of Washington (RCW), and Chapter 468-100 Washington Administrative Code (WAC), all of which are hereinafter referred to as the REGULATIONS, establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of persons displaced in connection with or as a result of public works programs or projects of a State agency or local public body; and,

WHEREAS, the CITY may propose to acquire or to administer the acquisition of real property in connection with public works programs or projects which may necessitate displacement of an individual, a family, business, farm, or nonprofit organization; and,

WHEREAS, the COUNTY has an established organization to complete project impact studies and to conduct land acquisition, property management, and relocation assistance programs in compliance with the REGULATIONS and is empowered to provide such services to other governmental agencies pursuant to Chapter 39.34 RCW; and,

WHEREAS, the CITY, assures the COUNTY that the CITY’S request for services under this AGREEMENT is not intended to exclude the use of Private Consultants by the CITY; and,

WHEREAS, the CITY may desire to obtain such services from the COUNTY and the COUNTY is willing to furnish such services to the CITY, and both deem it in the interest of the public to enter into this AGREEMENT; and,

WHEREAS, the actual work to be performed shall be specified in a Task Assignment signed by both parties; and,

WHEREAS, the CITY shall pay for any work identified in a Task Assignment as specified by the terms of the Task Assignment and this AGREEMENT;

NOW, THEREFORE, in consideration of the stated premise and in the interest of providing assistance to the City in the above mentioned areas, the parties hereto agree as follows:

## **I GENERAL**

- A. The COUNTY shall provide the CITY with Engineering, Land Surveying, Right-of-Way, and Construction Inspection services. Any such services shall conform to the Standards and Guidelines commonly established for these services. All work to be performed shall be identified in a Task Assignment signed by both parties.
- B. The normal workload of the County will be evaluated prior to accepting any Task Assignment. Once a Task Assignment is accepted by the County, any work performed under the Task Assignment shall be pursued with care and diligence, making every effort to meet the schedule established by the CITY in the Task Assignment. The COUNTY shall promptly notify the CITY of any hardship or other inability to meet the schedule identified in the Task Assignment.
- C. This AGREEMENT may be increased or decreased in scope or character of work to be performed if such change becomes necessary, but any such change shall be accomplished by written supplement executed by all parties to said AGREEMENT.
- D. The parties shall agree on a satisfactory completion date for work performed under any Task Assignment (“work completion date”), which shall be specified in the Task assignment. The CITY shall, upon satisfactory completion of work performed pursuant to a Task Assignment, issue a letter of acceptance that shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under the Task Assignment. If the COUNTY does not receive a letter of acceptance within 90 days following the work completion date, the work will be considered accepted by the CITY. The CITY may withhold acceptance of work by submitting written notification to the COUNTY within a 90-day period. This notification shall include the reasons for withholding acceptance.

## **II WORK ASSIGNMENT/REQUEST**

- A. Specific assignments shall be made in the form of a written Task Assignment to the COUNTY by the CITY and signed by both parties. Each Task Assignment shall contain an agreed upon budget and schedule for all services to be rendered. CITY approval is required for budget and schedule changes. The CITY shall make such assignments before any work is commenced by the COUNTY.
- B. The CITY shall make available to the COUNTY all information that has been compiled by or is available to the CITY concerning the project to be completed.
- C. The COUNTY shall furnish all labor, materials, supplies, and incidentals necessary to complete the work assigned by the CITY and shall furnish to the CITY all information prepared by the COUNTY in performance of each task.
- D. Regarding Right-of-Way services, the COUNTY will at its discretion and upon written request from the CITY furnish the following as required:

**Impact Studies:** Impact studies shall be made and reported in written narrative addressing potential influences by a program or project on land economics or land use factors, displacement/relocation factors, acquisition costs, and relocation plans, as requested.

**Appraisal:** Property shall be evaluated and value conclusions reported to conform with departmental operating requirements. Any request by the CITY for court preparation and testimony will be a separate Task Assignment under this AGREEMENT and shall be submitted to the COUNTY in a timely manner to provide not less than ninety (90) days notice in advance of any expected court appearance.

**Appraisal Review:** Appraisal reports shall be reviewed to conform with departmental operating requirements for validity of value conclusions provided such reports are accompanied by a copy of the appraiser's contract and provided that the CITY (or its agent) has determined that such reports appear to comply with the agency's procedural requirements and include adequate description of the property appraised and the interest to be acquired and appear to include adequate data supporting said conclusions. The CITY shall be responsible for obtaining any necessary replacements for unacceptable appraisal reports or for obtaining any substantive revisions of inadequate reports where such reports were furnished to the COUNTY by the CITY.

**Acquisition:** Every reasonable effort will be made to acquire real property by negotiations in accordance with the REGULATIONS and the CITY'S condemnation authority, including the CITY'S authority to acquire limited access where applicable. The COUNTY shall attempt to acquire all property within the project limits without commencing condemnation proceedings. A written offer will be presented to each owner at the time price is first discussed for the property. The offer will be documented and retained as part of the parcel file. Individual parcel diaries will be maintained containing adequate written records of the negotiations including, but not limited to, the following:

1. Date and place of contacts;
2. Persons present;
3. Offers made (actual dollar amount);
4. Counter offers made;
5. Reasons settlement could not be reached (if appropriate).

Each request by the CITY shall specify the name of the grantee in whose name the property is to be conveyed. The COUNTY shall provide the CITY with deeds to all property acquired and, wherever deemed necessary, instruments to clear encumbrances of title from those deeds. Upon completion of a review of each acquisition by the COUNTY, all instruments and materials pertaining thereto will be provided to the CITY. Clearing remaining encumbrances of title and making the actual payment for the property shall be the responsibility of the CITY. Should it become apparent that negotiations for attempted acquisition have reached an impasse and sufficient time has elapsed for a property owner to make a decision, the COUNTY will, either at its discretion or upon written request by the CITY submit to the CITY a condemnation report that will contain a summary of negotiations, amounts of counter offers, if any, and other historic data relative to such attempted acquisition. The actual filing of condemnation and subsequent litigation shall be the responsibility of the CITY.

**Relocation Assistance:** Relocation assistance services shall be provided to conform with departmental operating requirements. All relocation payment claims presented by displacees will be processed by the COUNTY, but the actual disbursement of monies shall be made by the CITY. As may be requested by the CITY, the COUNTY may assist the CITY on a case by case basis, with an appeal as to relocation assistance benefits filed by an aggrieved displacee. However, the CITY shall remain responsible for any appointment of a hearing officer, conducting hearings, maintaining records thereof, and rendering the final decision of the CITY.

**Property Management:** Effective management of agency-controlled properties will be provided in the name of the CITY in conformity with departmental operating requirements.

- E. At the completion of the Task Assignment, the COUNTY will turn over to the CITY all records pertinent to the work performed by the COUNTY. For right-of-way services, this includes appraisal and appraisal review reports, acquisition, relocation assistance, and property management records.

### **III PAYMENT**

The COUNTY shall be paid by the CITY for completed work and for services rendered under this AGREEMENT and associated Task Assignments, upon acceptance by the CITY, as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and accepted by the CITY and for all labor, materials, supplies, and incidentals necessary to complete the work. The COUNTY acknowledges and agrees that only those costs actually allocable to a project shall be charged to such project.

- A. The COUNTY shall be reimbursed in full by the CITY for its direct and related indirect costs accumulated in accordance with its current accounting procedures.
- B. Partial payments will be made by the CITY within 30 days of receipt of the billings from the COUNTY. Billings will not be more frequent than one per month. It is agreed that payment of any particular claim will not constitute agreement as to the appropriateness of any item and that at the time of final billing all required adjustments will be made.
- C. Upon termination of this AGREEMENT as provided in Section VI, the COUNTY shall be paid by the CITY for services rendered to the effective date of termination less all payments previously made. No payment shall be made by the CITY for any expense incurred or work done following the effective date of termination unless authorized, in writing, by the CITY.
- D. Final payment of any balance due the COUNTY of the ultimate gross reimbursable amount, prior to the effective date of termination, will be made upon ascertainment of such balance by the COUNTY and certification thereof to the CITY.

### **IV LEGAL RELATIONS**

- A. **INDEMNIFICATION:** Each of the parties to this AGREEMENT shall protect, defend, indemnify and save harmless the other party from and against all liabilities, penalties, costs, losses, damage, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorney's fees, arising out of or related to the terms, covenants or conditions of this AGREEMENT and such parties' performance or failure to perform any aspect of this AGREEMENT; provided, however, that if the claims or suits are caused by or result from the concurrent negligence of (a) the CITY, its agents or employees, and (b) the COUNTY, its agents or employees, including those actions covered by RCW 4.24.115, the obligations shall be valid and enforceable only to the extent of the parties' negligence; and provided further, that nothing herein shall require either party to hold harmless or defend the other party from any claim arising from the sole negligence of the other party.

**B. DISPUTE RESOLUTION:**

1. The CITY and the COUNTY shall confer to resolve disputes that arise under this AGREEMENT as requested by either party.
2. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this agreement:

City Engineer, City of Yakima  
County Engineer, Yakima County

3. In the event the Designated Representatives are unable to resolve the dispute, the following individuals shall confer and resolve the dispute.

City Manager, City of Yakima  
Public Services Director, Yakima County

The CITY and the COUNTY agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

- C. **VENUE:** In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in Yakima County, Washington.

**V  
NONDISCRIMINATION**

The COUNTY shall comply with Chapter 49.60 RCW and with Title VI of the Civil Rights Act of 1964, 42 USC -2000d et seq. With respect to the work to be performed by the COUNTY during the contract, the COUNTY shall not discriminate on the grounds of race, color, sex, sexual orientation, national origin, marital status, age, or the presence of any sensory, mental, or physical handicap in the selection and retention of agents, subcontractors or in the procurement of services or materials, leases, or equipment.

**VI  
COMMENCEMENT AND TERMINATION OF AGREEMENT**

The work is of a continuing nature and will be in force as of the date of this AGREEMENT. The COUNTY may terminate this AGREEMENT at any time upon not less than sixty (60) days written notice to the CITY with or without cause. The CITY may terminate this AGREEMENT or Task Assignment at any time provided that the CITY agrees to reimburse the COUNTY for all direct and indirect costs incurred for work performed and accepted by the CITY up to the date of termination. Upon termination of this AGREEMENT, the COUNTY will turn over to the CITY all Project records.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date executed by both parties.

CITY OF YAKIMA

BOARD OF COUNTY COMMISSIONERS

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Alex Meyerhoff, Interim City Manager

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Norm Childress, Chairman

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Ron Anderson, Commissioner

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Vicki Baker, Commissioner

ATTEST: Sonya Claar Tee  
City Clerk

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ATTEST: Melissa Paul  
Clerk of the Board

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Approved as to Form:

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Deputy Prosecuting Attorney