

**YAKIMA COUNTY**  
**And the**  
**City of Yakima**  
**(Yakima Chief Hops Campus Expansion Feasibility Study)**

**I. PARTIES**

This Supporting Investments in Economic Diversification (hereinafter referred to as SIED) Contract is made by and between Yakima County (hereinafter referred to as **the County**) whose address is 128 North Second Street, County Courthouse, Room 102, Yakima, Washington 98901, and **the City of Yakima** (hereinafter referred to as **the City**) whose address is 129 N. 2<sup>nd</sup> St, Yakima, Washington 98901. Notices between the parties shall be made where and as provided for on Page 6, Section XXII, NOTICES.

**II. TERM**

This agreement takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until terminated according to Section VIII below.

**III. PURPOSE**

The purpose of this Contract is to conduct an economic feasibility study (hereinafter **the Study**) for the City of Yakima and the campus expansion of the Yakima Chief Hops. The plan would develop the appropriate public street improvements necessary to address traffic and safety issues related to a campus expansion in the immediate vicinity of their existing campus at 306 Division Street. Creation of a safe and efficient street network around the Yakima Chief Hop campus is an essential component to the corporate decision about retention and expansion of the existing campus location.

**IV. RECITALS**

The Parties make this Contract based on and in recognition of certain relevant facts and circumstances including:

- A. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040.
- B. The City proposes to commission the Study with **\$30,000.00 from the SIED Fund to be in the form of a grant**, and thereafter to share the results of the Study for the parties' mutual benefit.
- C. RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in

such areas, and the parties expect the Study to further these goals.

- D. RCW 43.160 and 43.160.020 adopted and amended for related purposes with those of RCW 82.14.370, define public facilities to include planning and acquisition of various buildings, structures and works, therefore the implementation of the Study would be permissible under public facilities definition of RCW 43.160.020.
- E. The County, under authority of RCW 36.01.085, and by agreement, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development.
- F. The County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.
- G. Yakima County Development Association has investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval.
- H. The SIED Fund balance is sufficient to make the requested contribution to the Study.
- I. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

#### V. MUTUAL CONSIDERATION

- A. **COUNTY GRANT**—The County shall *grant Thirty Thousand Dollars and Zero Cents (\$30,000.00)* to the City of Yakima for the Study described herein. **This grant amount shall be drawn on the SIED Fund by County warrant, payable to the City, upon the next Yakima County Auditor's warrant issue.**
- B. **OWNERSHIP AND USE**—A copy of the report of the Study, once completed, shall be delivered to the office of the Board of Yakima County Commissioners and shall be the property of the County.

#### VI. RECORDS, REPORTS AND AUDITS

The City agrees to maintain such records, make such reports, and follow such procedures as may be required by the County, pertaining to this Contract. All records pertaining to this Study and work undertaken hereunder shall be retained by the City for a period of seven years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State and Federal government shall have access to any books, documents, papers, and records of the City, which pertain to this Contract or work undertaken hereunder for the purpose of making audit, examination, excerpts, and transcriptions.



## **VII. RELATIONSHIP OF PARTIES AND AGENTS**

- A. The relationship of the City to the County, with regard to commissioning of the Study, shall be that of an independent contractor rendering professional services. The City shall have no authority to execute contracts or to make commitments on behalf of the County and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the City.
- B. The City represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform work under this Contract. Such personnel shall not be employees of the County. All such personnel, contractors, and/or subcontractors shall be fully qualified and authorized/permitted under State and/or local law to perform such services.
- C. All services required hereunder will be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

## **VIII. SUSPENSION, TERMINATION, AND CLOSEOUT**

If the City fails to comply with the terms and conditions of this Contract, the County may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this Contract in the manner specified herein:

- A. **SUSPENSION**—If the City fails to comply with terms and conditions of this Contract, or whenever the City is unable to substantiate full compliance with provisions of this Contract, the County may suspend this Contract pending corrective action or investigation, effective not less than seven days following written notification to the City or its authorized representative. The suspension will remain in full force and effect until the City has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligations incurred by the City or its authorized representative during the period of suspension will be allowable under this Contract, except:
  - 1. Reasonable, proper, and otherwise allowable costs which the City could not avoid during the period of suspension.
  - 2. Otherwise, allowable costs incurred during the period of suspension, if upon investigation, the County is satisfied of the City's compliance with the terms and conditions of this Contract to the extent of the compensation claimed by the City.
- B. **TERMINATION FOR CAUSE**—If the City fails to comply with the terms and conditions of this Contract and any of the following conditions exist:
  - 1. The lack of compliance with the provisions of this Contract were of such scope and nature that the County deems continuation of this Contract to be substantially detrimental to the interests of the County;

2. The City has failed to take satisfactory action as directed by the County or its authorized representative within the time period specified by same;
3. The City has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract; then,
4. The County may terminate this Contract in whole or in part, and thereupon shall notify the City of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the City. After this effective date, no charges incurred under any terminated portions outlined in the application for funding are allowable.

C. **TERMINATION FOR OTHER GROUNDS**—This Contract may also be terminated in whole or in part by mutual consent and written agreement setting forth the conditions of termination, including effective date and, in case of termination in part, that portion to be terminated.

## **IX. COPYRIGHT RESTRICTION**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the City.

## **X. COMPLIANCE WITH LAWS**

The County and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments with regard to the performance of this Contract.

## **XI. NONDISCRIMINATION & TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

The City agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

The City shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.



**XII. SECTION 109—HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**XIII. AGE DISCRIMINATION ACT OF 1975 (As Amended)**

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal funding assistance. (42 U.S.C. 610 et. seq.)

**XIV. SECTION 504 OF THE REHABILITATION ACT OF 1973 (As Amended)**

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds (29 U.S.C. 794).

**XV. INTEREST OF AGENTS AND OFFICERS OF THE COUNTY AND THE CITY**

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Study shall have any personal financial interest, direct or indirect, in this Contract.

**XVI. HOLD HARMLESS AND INDEMNITY**

The City shall protect, defend, indemnify, and save harmless the County, their officers, employees, and agents from any and all third-party costs, claims and resultant costs (judgments and/or awards of damages) which result from the activities to be performed by the City, its agents, employees, or subcontractors pursuant to this Contract. Additionally, the City shall indemnify Yakima County for bodily injury to person and damage to physical property to the extent resulting directly and proximately from the negligent acts of the City, its officers, employees, and/or agent in performance of this Agreement.

**XVII. PUBLIC LIABILITY**

The City or its contractor(s) shall maintain for the duration of work under this Contract, issued on an occurrence basis, comprehensive liability insurance with a combined single limit of not less than one million dollars (\$5,000,000.00) from a company authorized to provide insurance in the State of Washington. Said policies shall provide that the policy shall not be canceled or altered by any party without written notice to Yakima County, delivered not less than 30 days prior to such cancellation or alteration. Applicant certifies that comprehensive liability insurance with a combined single limit of not less than \$5,000,000.00 is in effect.

## **XVIII. ASSIGNABILITY**

The City shall not assign any interest in this Contract and shall not transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the City from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the City.

## **XIX. NON-WAIVER**

The failure of either party to insist upon strict performance of any provision of this Contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Contract.

## **XX. CONTRACT MODIFICATIONS**

It is mutually agreed and understood that no modification or waiver of any clause or condition of this Contract is binding upon either party unless such modification or waiver is in writing and executed by the County and the City.

## **XXI. SEVERABILITY**

If any portion of this Contract is changed per mutual contract or any portion is held invalid, the remainder of this Contract shall remain in full force and effect.

## **XXII. NOTICES**

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

**TO CITY:** Bob Harrison  
City Manager  
129 North 2<sup>nd</sup> Street  
Yakima, WA 98901

**TO COUNTY:** Craig Warner, Financial Services Director  
128 North Second Street, Room 231  
Yakima, WA 98901

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

**XXIII. INTEGRATION**

This Contract contains all terms and conditions agreed to by the County and the City. There are no other oral or written agreements between the City and County as to the subjects contained herein. No changes or additions to this Contract shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

**XXIV. GOVERNING LAW AND VENUE**

All questions of the validity, construction, and application of this Contract shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Contract shall be the Superior Court of Yakima County, Washington.

**XXV. FILING**

Upon execution by the authorized representatives of the parties, a copy of this Contract shall be promptly filed with the Yakima County Auditor pursuant to RCW 39.34.040.

\* \* \* \* \*



IN WITNESS WHEREOF, the County and the City have executed this Contract as of the date and year last written below.

**CITY OF YAKIMA**

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Bob Harrison, City Manager

\_\_\_\_\_  
Ron Anderson, Chairman

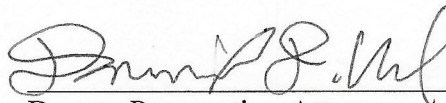
**Approved as to Form:**

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
Sara Watkins, City Attorney

\_\_\_\_\_  
LaDon Linde, Commissioner

**Attest:**

\_\_\_\_\_  
  
Deputy Prosecuting Attorney  
WSBA # 35901

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

**CONTRACT AUTHORIZATION**

**Attest:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board

\_\_\_\_\_  
Date