



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.

Prepared by: Nitasha Allgaier
Department: Public Services
Requested Agenda Date: 1/27/20
Presenting: David Haws

Board of County Commissioners Record Assigned

BOCC Agreement

014-2026

Yakima County, WA

Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☐ PASS ORDINANCE

☐ ISSUE PROCLAMATION

☒ EXECUTE or AMEND

AGREEMENT, CONTRACT, or GRANT

☐ OTHER _____

Document Title:

Execute Professional Services Agreement #C26001-P with SCS Engineers.

Background Information:

The Consultant will provide professional engineering, consulting, construction support and related services on one or more Yakima County Solid Waste projects. Each project SCS Engineers performs will be by written task order. The agreement amount is per estimate of the first seven (8) task orders excluding task order three being administered as a stand alone agreement. Agreement time is from date of execution for one year.

Describe Fiscal Impact:

Amount not to exceed \$827,956.00

Summary & Recommendation:

Yakima County Public Services recommends the Commissioners consideration in authorizing professional services agreement with SCS Engineers.

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, hereinafter "County", whose address is 128 North 2nd Street, Yakima, Washington 98901, and "Consultant", more specifically identified as:

CONSULTANT

Name:	SCS Engineers
Street:	2405 140 th Ave. NE, Suite 107
City, State, Zip:	Bellevue, WA 98005
Federal Tax I.D. #:	54-0913440
U.B.I. #	600-407-377

COUNTY

Yakima County Public Services
Attn: Scott Davis
128 N. 2nd St., 4th Floor
Yakima, WA 98901

RECITALS:

In consideration of the terms and conditions contained, the parties hereto agree as follows:

1. **Service and scope:** The Consultant will provide services to Yakima County for the following described work:

Agreement# C26001-P

Engineering Services for Yakima County Solid Waste Division based on agreed upon Task orders per attached scope of work.

2. **Amendments.** This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.
3. **Compensation.** The maximum aggregate compensation paid to the Consultant shall not exceed: \$ 827,956.00 for the total of all work over the term of this agreement, as may be extended, and shall be full compensation for all costs and expenses. The County makes no guarantee that work issued under this contract will total the maximum aggregate compensation identified above. The Consultant shall maintain a written record of all expenses and submit detailed monthly invoices to:

Yakima County Public Services
128 N 2nd Street, Fourth Floor Courthouse
Yakima, Washington 98901

The County shall pay the Consultant within 30 days of acceptable invoice receipt. All billings must be submitted by the Consultant within 60 days of the completion of the services.

4. **Independent Consultant.** For the purposes of this contract, the Consultant acknowledges they are not an officer, employee, or agent of Yakima County. The Consultant shall not hold out itself or any of its employees as, nor claim for itself if its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Consultant shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Consultants or its employees or assigns. The Consultant is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
5. **Nondiscrimination.** The Consultant 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 Consultant and any subconsultants 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 consultants and subconsultants to employ and advance in employment qualified protected veterans and individuals with disabilities.
6. **Assignment.** The Consultant shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the County.
7. **Termination.** Either party may terminate this contract upon thirty days' written notice sent by certified mail to the addresses listed above.

If the funds the County relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Consultant. The termination shall be effective on the date specified in the termination notice.

8. **Indemnification and hold harmless.** The Consultant does hereby release, indemnify and provide to defend and save harmless Yakima County from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the County in defense thereof, asserted or arising directly on account of or out of acts or omissions of the Consultant and the Consultants agents, employees and consultants in the exercise of the rights herein; PROVIDED, this paragraph does not purport to indemnify the County against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of (a) County or County's agents or employees; and PROVIDED FURTHER, that if the claims or damages are caused by a result from the concurrent negligence of the County, its authorized agents, officers or employees and (b) Consultant its authorized agents, officers or employees or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Consultant or its authorized agents, consultants or employees. Nothing in this indemnification clause shall be construed to apply to any actions, proceedings, suits, or claims for inverse condemnation, or condemnation, arising under Title 8, Chapter 8.08, Sections 8.08.005 thru 8.08.130 of the Revised Code of Washington or otherwise.
9. **Liability insurance.** Commercial General Liability insurance at a limit of liability not less than \$2,000,000 Each Occurrence, and \$5,000,000 General Aggregate per project. Insurance shall be written on ISO occurrence form CG 00 01 or an alternate form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limiting Products Completed,

Operations, or Contractual Liability Cross Liability. Yakima County, its officers, employees, agents, and volunteers shall be named as Additional Insureds under the coverage with respect to the work performed under this Agreement. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Business Automobile Liability insurance at a combined single limit of liability for bodily injury and property damage not less than \$2,000,000 Each Occurrence covering all Owned, Non-owned, Hired, and leased automobiles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equal or broader liability coverage. In the event the Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If necessary, the policy shall be endorsed to provide contractual liability coverage.

10. **Verification of coverage.** Prior to execution of this Agreement, Consultant shall furnish the County with original Certificates of Insurance and a copy of any amendatory endorsement, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.
11. **Consultants' Waiver of Employer's Immunity under Title 51 RCW:** The Consultant indents that its obligations to indemnify, defend, and hold harmless employee contributions set forth above in sections 4 and following section 9, shall operate with full effect regardless of any provision contrary in Title 51 RCW, Washington Industrial Insurance Act. Accordingly, the Consultant specifically assumes all potential liability for defense and payment of judgement in all actions brought to employees of the Consultant against the County and its officers, employees, and volunteers, and for the purposes of enforcing the Consultant's obligations to indemnify, defend, and hold harmless set forth above in section 4, the Consultant, specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Consultant shall similarly require that any subconsultant it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subconsultant.
12. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement.
13. **Severability.** If any term of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.
14. **Records.** The Consultant agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Consultant further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.

The Consultant shall, at no cost, provide to the County and the Office of the State Auditor reasonable access to the Consultant's records. These inspection rights are intended to allow the County and the State Auditor to monitor, audit, and evaluate the Consultant's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive seven years following this Agreement's termination or expiration.

15. **Ownership of Material.** Material created by the Consultant and paid for by the County as part of this

Agreement shall be owned by the County and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Consultant uses to perform the Program Agreement but is not created for or paid for by the County is owned by the Consultant and is not "work made for hire"; however, the County shall have a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Consultant has a right to grant such a license.

16. **Double Payment Prohibited.** The Consultant shall not bill the County for any services, in whole or in part, which have been reimbursed or will be reimbursed by another source. In the event payment is received from another source subsequent to receiving payment from the County, the Consultant shall deduct the amount from the next regular billing.
17. **Laws, venue, jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
18. **Debarment Certification.** The Consultant, by signature to this Contract, certifies the Consultant, its Principles and any Subconsultants are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Consultant also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Consultant shall immediately notify the County if, during the term of this Contract, the Consultant, its Principles or Subconsultants becomes debarred. The County may immediately terminate this Contract by providing the Consultant written notice if the Consultant becomes debarred during the term of this Contract.
19. **Attorney Fees.** In the event of any dispute, litigation, or arbitration arising out of, or relating to, this Agreement, each party shall be responsible for and pay its own attorney's fees, costs, and expenses, regardless of the outcome.
20. **Term.** The term of this contract shall be from Date of Execution to December 31, 2026.

This Agreement is entered on the _____ day of _____, 20__ and is executed with three original copies, of which one is to be delivered to the Consultant, one to the County Project Manager and one to the Public Services Accounting Office.

CONSULTANT:

SCS Engineers

Company Name



Signature

John M. Richards

Signer's name printed or typed

SCS ENGINEERS

Environmental Consultants & Contractors

December 18, 2025
File No. 90000002.04

Mr. Scott Davis
Yakima County Public Services
Solid Waste Division
7151 Roza Hill Drive
Yakima, Washington 98901

Subject: 2026/2027 Work Order Contract for Yakima County Solid Waste System

Dear Mr. Scott Davis:

Yakima County (County) owns and operates the Cheyne Landfill (CLF), Terrace Heights Landfill (THLF), and the closed Snipes Mountain Landfill (SMLF). The CLF and THLF accept solid waste, including mixed municipal solid waste (MSW); construction, demolition, land clearing (CDL) debris; and wastes from nearby cities, farms, and industries. CLF is located approximately 6 miles north of the town of Zillah. THLF is located approximately 5 miles east of the City of Yakima. The CLF and THLF have been permitted with an arid liner exception under the State of Washington regulation WAC 173-351, so there is no engineered bottom liner system or associated leachate collection system. Inactive areas of both Landfills have interim soil cover in place. Currently, there are no areas with a final cover system in place.

Under this Work Order (WO) Contract, SCS Engineers (SCS) has prepared this scope of work for the anticipated work assignments, some of which will occur in 2026/2027 and some beyond 2027. These anticipated WOs include the following:

- WO-1: Terrace Heights expansion and Cheyne Landfill Gas Collection and Control System Design.
- WO-2: Terrace Heights Landfill Phase 1 Closure Planning and Regulatory Coordination.
- WO-3: On-Call Solid Waste Support Services.
- WO-4: Terrace Heights Landfill Air Operating Permit Application and Agency Review Support.
- WO-5: Air Quality and Water Monitoring Services for Terrace Heights and Cheyne Landfills.
- WO-6: Greenhouse Gas Emissions Calculations, Reporting, and Regulatory Compliance.
- WO-7: Flare Source Testing, Test Plan Development, and Regulatory Submittals.
- WO-8: Monthly Landfill Gas Well Monitoring, Quarterly Surface Emissions Monitoring (SEM), and Monthly Perimeter Landfill Gas Probe monitoring.

SUMMARY SCOPES OF WORK

The following summaries provide the basis of the work to be performed for Yakima County:



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WO-1: Terrace Heights and Cheyne Landfill Gas Collection and Control System Evaluation, Optimization, and Compliance Support

To provide engineering evaluation, optimization, and regulatory compliance support for the landfill gas collection and control systems (GCCS) at the Terrace Heights and Cheyne Landfills. The scope includes review of system performance, monitoring data, and operational practices to improve gas capture efficiency, minimize emissions, and comply with applicable federal, state, and local air quality regulations. Services may include system expansion design for THFL, systembalancing recommendations, expansion planning, operational troubleshooting, and coordination with regulatory agencies, as needed, to support long-term system reliability and compliance.

Period/Year	Proposed Budget	Terms
2026	\$200,000	Lump Sum. Monthly invoicing on a percent complete basis for each activity and work accomplished during the invoicing period.
Total for WO-1	\$200,000	

WO-2: Terrace Heights Landfill Phase 1 Closure Planning and Regulatory Coordination

To prepare Phase 1 closure planning documents for the Terrace Heights Landfill in accordance with applicable regulatory and engineering requirements. The scope includes evaluation of site conditions, waste placement history, and regulatory criteria to develop a practical and compliant closure strategy. Coordination with regulatory agencies and County staff will support future closure approvals and long-term site management objectives.

A Closure and Post-Closure Plan is required to meet the requisite conditions of Chapter 173 351 500 of the Washington Administrative Code (WAC) and include a description of the landfill, the cover system, and provide information regarding the methods and procedures used to install the cover. In addition, the Plan will provide an estimate of the largest area to receive closure during a single construction season, an estimate of the maximum inventory of wastes at final closure, and a schedule for completing closure activities including the closure sequence and the use of intermediate cover. The Plan also includes discussions regarding slope stability, settlement, access roadways, and landfill gas (LFG) considerations.

At a minimum, the Closure Plan will include discussions of the following:

- Landfill capacity and final grading plan
- Inventory of wastes contained in the landfill
- The planned sequence for closure
- Description of the final cover system
- Slope stability
- Settlement
- Landfill access
- LFG considerations
- Construction considerations
- Closure cost estimate

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- Contingency for early closure

Period/Year	Proposed Budget	Terms
2026	\$100,000	Lump Sum. Monthly invoicing on a percent complete basis for each activity and work accomplished during the invoicing period.
Total for WO-2	\$100,000	

WO-3: On-Call Solid Waste Support Services

226002-P

Yakima County Solid Waste occasionally has on-call engineering and environmental support tasks that require consulting services that are not included in the works listed herein. These tasks may include, but are not limited to:

- Respond to regulatory letters
- Air compliance support (not included in the semiannual reporting)
- Site inspections
- Data review
- Conference calls
- Strategy meetings
- Agency meetings

The total budget for the WO-3 is detailed in the Table below.

Period/Year	Proposed Budget	Terms
2026 to 2028	\$50,000	Time and Materials. For accomplished work, monthly invoicing on T&M basis as per the established rates.
Total for WO-3	\$50,000	

WO-4: Terrace Heights Landfill Air Operating Permit Application and Agency Review Support

Prepare and submit an Air Operating Permit (AOP) application for the Terrace Heights Landfill in accordance with YRCAA, WAC, and applicable federal air quality regulations. The scope includes emissions calculations, preparation of required forms and narratives, and coordination with County staff to accurately reflect site operations. Support during regulatory review, including responses to agency comments and permit revisions, will be provided to facilitate timely permit issuance and ongoing compliance.

Period/Year	Proposed Budget	Terms
2026	\$70,000	Lump Sum. Monthly invoicing on a percent complete basis for each activity and work accomplished during the invoicing period.
Total for WO-4	\$70,000	

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WO-5: Air Quality and Water Monitoring Services for Terrace Heights and Cheyne Landfills

Perform routine air and water monitoring services at both landfill sites to meet regulatory compliance requirements. Monitoring activities may include groundwater, surface water, stormwater, and air quality monitoring in accordance with permits and approved monitoring plans. The scope includes data collection, evaluation, trend analysis, and preparation of monitoring reports for regulatory submittal to support environmental protection and compliance assurance. Exclusions- items not included in this scope include the monthly LFG well monitoring and CLE and THLF, performing and reporting the quarterly SEM at THLF, and quarterly perimeter LFG probe monitoring at CLF and THLF.

Period/Year	Proposed Budget	Terms
2026	\$100,000	Lump Sum. Monthly invoicing on a percent complete basis for each activity and work accomplished during the invoicing period.
Total for WO-5	\$100,000	

WO-6: Greenhouse Gas Emissions Calculations, Reporting, and Regulatory Compliance

Prepare greenhouse gas (GHG) emissions calculations and regulatory reports in accordance with U.S. EPA and Washington State reporting requirements. The scope includes data collection, emissions modeling, quality assurance, documentation of assumptions, and timely submittal of required reports. This work supports compliance with GHG reporting regulations and transparency in emissions management.

Period/Year	Proposed Budget	Terms
2026	\$85,000	Lump Sum. Monthly invoicing on a percent complete basis for each activity and work accomplished during the invoicing period.
Total for WO-6	\$85,000	

WO-7: Flare Source Testing, Test Plan Development, and Regulatory Submittals

Coordinate and oversee landfill flare source testing to demonstrate compliance with air quality regulations WAC 173-408. The scope includes preparation of source test plans, coordination with qualified testing firms, submittal to regulatory agencies, and scheduling of testing activities. Following testing, services include review of results, review of final source test reports, and regulatory submittals within required deadlines to avoid non-compliance actions.

Period/Year	Proposed Budget	Terms
2026	\$109,400	Lump Sum. Monthly invoicing on a percent complete basis for each activity and work accomplished during the invoicing period.
Total for WO-7	\$109,400	

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WO-8: Monthly Landfill Gas Well Monitoring at THLF and Quarterly SEM at THLF and CLF.

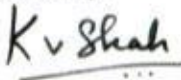
Perform monthly landfill gas well monitoring to evaluate system performance and maintain regulatory compliance, and to conduct quarterly SEM in accordance with regulatory requirements. The scope includes data analysis, system adjustment recommendations, and preparation of monitoring reports for regulatory review. This work supports effective landfill gas management, regulatory compliance, and protection of public health and the environment.

Period/Year	Proposed Budget	Terms
2026	\$163,556	Lump Sum. Monthly invoicing on a percent complete basis for each activity and work accomplished during the invoicing period.
Total for WO-8	\$163,556	

CLOSING

We thank you for the opportunity to submit this WO proposal. We hope you find this to be of value and will not hesitate to contact us if any questions arise.

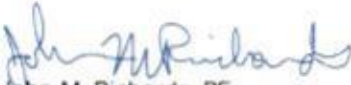
Sincerely,



Ketan Shah, Ph.D.
Project Manager
SCS Engineers



Karam Singh, PE
Vice President
SCS Engineers



John M. Richards, PE
Vice President
SCS Engineers

BOARD OF YAKIMA COUNTY COMMISSIONERS AGREEMENT

Agreement Number

BOCC Agreement

014-2026

Yakima County, WA

BOARD OF COUNTY COMMISSIONERS

LaDon Linde, Chair

Amanda McKinney, Commissioner

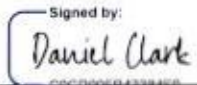
Kyle Curtis, Commissioner

DATED: JAN 27 2026

Attest:

Julie Lawrence, Clerk of the Board *or*
Erin Franklin, Deputy Clerk of the Board

Approved as to Form:

Signed by:


Deputy Prosecuting Attorney