



## 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: 1/27/26

Presenting: David Haws

Board of County Commissioners Record Assigned

#

BOCC Agreement

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Yakima County, WA

#### Action Requested – Check Applicable Box:

PASS RESOLUTION

EXECUTE or AMEND

PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

ISSUE PROCLAMATION

OTHER \_\_\_\_\_

#### Document Title:

Execute Professional Services Agreement #C26002-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. This agreement is for the on call engineering support services needed to remain in compliance with federal and state laws and regulations. Agreement time is from date of execution for three years.

#### Describe Fiscal Impact:

Amount not to exceed \$50,000.00

#### 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 2<sup>nd</sup> Street, Yakima, Washington 98901, and "Consultant", more specifically identified as:

### CONSULTANT

Name:	SCS Engineers
Street:	2405 140 <sup>th</sup> 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:  
128 N. 2<sup>nd</sup> St., 4<sup>th</sup> 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# C26002-P for On Call Engineering Support Services for Yakima County Solid Waste Division 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: \$ 50,000.00 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 2<sup>nd</sup> 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, 2028.

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-3: On-Call Solid Waste Support Services.

### WO-3: On-Call Solid Waste Support Services

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	<b>Time and Materials.</b>
<b>Total for WO-3</b>	<b>\$50,000</b>	For accomplished work, monthly invoicing on T&M basis as per the established rates.

**BOARD OF YAKIMA COUNTY COMMISSIONERS  
AGREEMENT**

**Agreement Number**

BOCC Agreement

0 1 5 - 2 0 2 6

Yakima County, WA

**BOARD OF COUNTY COMMISSIONERS**

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LaDon Linde, Chair

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Amanda McKinney, Commissioner

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Kyle Curtis, Commissioner

**DATED:** JAN 27 2026

*Attest:*

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

**Approved as to Form:**

Signed by:

Daniel Clark

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*Deputy Prosecuting Attorney*