

AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232**

Prepared by:
Matt Pietrusiewicz

Department: County Roads

Requested Agenda Date: 01/28/2020

Presenting: N/A

Board of County Commissioners Record Assigned

019-2020

Yakima County, WA

APPROVED FOR AGENDA:

Consent Regular

Board of County Commissioners Determined

Document Title:
INTERLOCAL AGREEMENT BETWEEN THE TOWN OF NACHES AND YAKIMA COUNTY FOR THE DEMOLITION AND REMOVAL OF THE COUNTY OWNED WAREHOUSE FACILITIES IN DEPOT PARK

Action Requested: *Check Applicable Box*

- PASS RESOLUTION EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT
- ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

The County Roads Department will provide up to, but not to exceed \$15,000 from the County roads fund. Any costs exceeding \$15,000 will required a mutually agreed upon supplemental agreement.

Background Information:

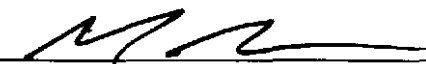
The Town of Naches wishes to demotion and remove the vacant warehouse facilities located within "Depot Park". These warehouse facilities are owned by Yakima County, and the town of Naches and the County Roads Department would like to enter into an Agreement for cooperative services as is authorized by the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act, to have the aforementioned warehouse building demolished.

Summary & Recommendation:

The County Roads Department wishes to enter in to a limited contract with town of Naches to demolish the existing warehouse facilities in Depot Park and recommends approval/consent from the Commissioners to contribute to said project as a financial partner.

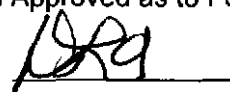
Motion:

Department Head/ Elected Official



Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial



Late Agenda Requests Require BOCC Chairman Signature:

019-2020

Yakima County, WA

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF NACHES AND YAKIMA
COUNTY FOR THE DEMOLITION AND REMOVAL OF THE COUNTY OWNED
WAREHOUSE FACILITIES IN DEPOT PARK**

This Agreement is made and entered into this 9th day of January, 2020, by and between the incorporated Town of Naches (the "Town") and Yakima County, a political subdivision of the State of Washington (the "County").

WHEREAS, The Town of Naches wishes to demolish and remove the vacant warehouse facilities located within "Depot Park", and

WHEREAS, these warehouse facilities are owned by Yakima County, and

WHEREAS, this Agreement for cooperative services is authorized by the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the understanding that the County of Yakima, under certain limitations, will grant limited authority to the Town of Naches to demolish and remove the vacant warehouse facilities located at Depot Park, the limitations of that authority being described herein.
2. **Responsibilities.** The parties' respective responsibilities for this Project shall be as follows:
 - a. The County agrees to grant the Town of Naches authority to contract for the demolition and removal of the County's warehouse facilities in Depot Park, located in the Town of Naches.
 - b. The County will provide a fifty percent (50%) match on contributions towards any awarded contract for said project up to, but not to exceed fifteen thousand dollars (\$15,000). Any costs exceeding fifteen thousand dollars in proportional contributions will require a mutually agreed upon supplemental agreement.

The Town of Naches will be responsible for following all federal and state procurement laws in selecting the contractor for the demolition, removal and disposal of the structures; and the Town will require the contractor to pay state and any federal prevailing wages, to comply with all federal and state nondiscrimination laws and to agree to waive any immunity granted to the Town under Title 51 RCW (Workers Comp). Further, the Town agrees that it will require that all subcontractors agree to comply with all the procurement provisions contained in this paragraph. **The Town of Naches will be responsible for supervising and requiring the contractor and subcontractors to comply with all County, State and Federal specifications and guidelines in the demolition, removal and disposal of all materials, including any materials identified as hazardous materials. The Town of Naches Administrator and Public Works Department will be responsible to contract and oversee all construction aspects of this project. The Town of**

Naches agrees to repair any damage to other County property that may occur during the term of this contract. The Town of Naches agrees to incur a fifty-percent (50%) share of any and all costs of this project, not to exceed fifteen thousand dollars (\$15,000). Any costs exceeding fifteen thousand dollars in proportional contributions will require a mutually agreed upon supplemental agreement between the Town and Yakima County, and if any charges exceeding the proportional share of each jurisdiction's maximum contribution is incurred without a supplemental agreement, such additional charges will be the sole responsibility of the party responsible for authorizing the additional costs.

- c. This document contains the entire agreement between the parties, and no statement, promise, inducement, or agreement made by the Town of Naches or its agents or employees that is not contained in this written agreement shall be valid or binding.
- d. No alteration or modification of any of the terms or conditions of this agreement will be effective if not in writing and signed by the Town of Naches and the Yakima County Board of County Commissioners.
- e. This agreement will be terminated with the completion of project close out and with written verification of project completion from the Town of Naches to Yakima County, and is valid for one year from the date it is entered into by the parties, unless extended for one additional one-year term, by a mutually agreed upon written contract extension.
- f. Each party to this agreement represents that they have insurance coverage sufficient to pay claims for which it is determined that the responsible entity is responsible for in the minimum amount of \$2 million dollars each occurrence and \$5 million aggregate. It is understood among the parties that the County and the Town may be self-insuring and hereby accept that the insurance limits are subject to their respective insurance agreements.

3. **Indemnification.**

a. The County shall indemnify, defend and hold harmless the Town of Naches, its agents, employees and officers from any and all liability arising out of the performance of this Agreement by the County, whether by act or omission of the County's agents, employees or officers.

b. The Town of Naches shall indemnify, defend and hold harmless the County, its agents, employees and officers from any and all liability arising out of the performance of this Agreement by the Town of Naches, whether by act or omission of the Town of Naches's agents, employees or officers, including any violation of state or federal environmental laws for the removal and disposal of hazardous waste.

4. **Compliance with Laws.** Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances; including those laws regulating the demolition, removal and disposal of hazardous waste. All such wastes must be disposed at an approved site authorized to accept and process hazardous wastes.

5. **Relationship of the Parties**. No agent, employee or representative of the County shall be deemed to be an agent, employee or representative of the Town of Naches for any purpose, and the employees of the County are not entitled to any of the benefits the Town of Naches provides to Town of Naches employees. No agent, employee or representative of the Town of Naches shall be deemed to be an agent, employee or representative of the County for any purpose, and the employees of the Town of Naches are not entitled to any of the benefits the County provides to County employees.

6. **Agreement Not For Benefit of Third Parties**. This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is enforceable by, any third parties.

7. **Disputes**. If a dispute arises between the parties concerning this Agreement, the dispute shall be referred to the Town of Naches Administrator and the Chair of the Board of County Commissioners for resolution. If not resolved by the Town of Naches Administrator and Chair within thirty (30) days of referral, either party may pursue appropriate legal action in the Yakima County Superior Court.

8. **Jurisdiction**. Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Yakima County, Washington.

9. **Modification**. The provisions of this Agreement may be modified or amended only by written mutual consent of the parties.

10. **Waiver**. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

11. **Severability**. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

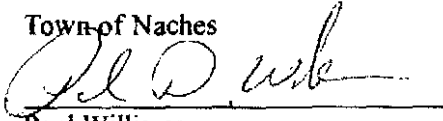
12. **Filing**. This Agreement shall be filed with the Yakima County Auditor, as required by RCW 39.34.040 and notice posted on the Yakima County Public Services webpage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

019-2020

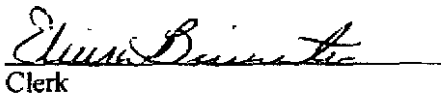
Yakima County, WA

Town of Naches



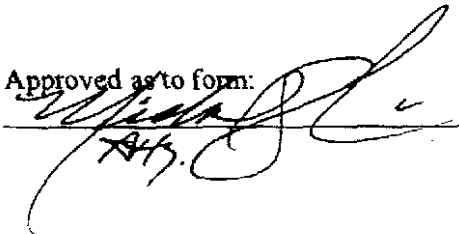
Paul Williams
Mayor

Attest:



Clerk

Approved as to form:



BOARD OF COUNTY COMMISSIONERS

Norm Childress, Chairman

Ron Anderson, Commissioner

Victoria L. Baker, Commissioner

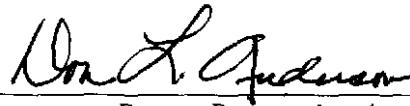
DATED

Attest:

Melissa Paul, Clerk of the Board

Linda Kay O'Hara, Deputy Clerk

Approved as to Form:



Deputy Prosecuting Attorney

**TOWN OF NACHES
RESOLUTION NO. 2019-19**

A RESOLUTION of the Town of Naches, Washington, authorizing the Mayor to sign an Agreement with the County of Yakima for the demolition and removal of the County owned warehouse facility in the Depot Park.

WHEREAS, the Town of Naches wishes to demotion and remove the vacant warehouse facilities located within the Depot Park area, which sits along the Naches Branch; and

WHEREAS, the Naches Branch from the Depot to Allan Road is located within the Town boundaries; and

WHEREAS, this agreement for cooperative services is authorized by the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, the purpose of this agreement is to set forth the understanding that the County of Yakima, under certain limitations, will grant limited authority to the Town of Naches to demolish and remove the vacant warehouse facilities located at the Depot Park and it is in the best interest of the Town;

BE IT RESOLVED FOR THE TOWN COUNCIL FOR THE TOWN OF NACHES, WASHINGTON, AS FOLLOWS:


1. The Town Council authorizes the Mayor to sign the attached Agreement with Yakima County regarding for the demolition and removal of the County owned warehouse facilities in the Depot Park.
2. This Resolution shall be effective immediately upon passage and signatures hereto.

ADOPTED by the Town Council and approved by the Mayor at the regular meeting of the Town Council held on the 9th day of December, 2019.

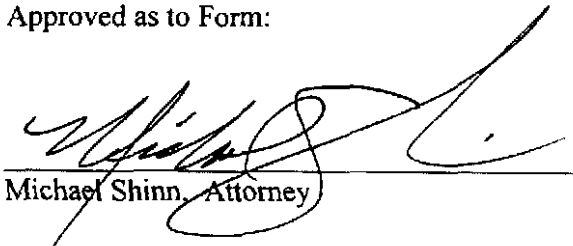


Paul D Williams, Mayor

Attest:


Elvira Birrueta, Clerk/Treasurer

Approved as to Form:


Michael Shinn, Attorney