

RESOLUTION NO. 3245

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A THREE-PAGE INTERLOCAL
AGENCY AGREEMENT FOR YAKIMA TRANSIT – PARATRANSIT DIAL-A-RIDE
SERVICE


WHEREAS, the City of Yakima desires to enter into an Interlocal Agreement (ILA) (labeled City of Yakima and City of Selah Interlocal Agency Agreement for Yakima Transit – Paratransit Dial-A-Ride Service) with the City of Selah, which will enable Yakima's Paratransit Dial-A-Ride to operate within a three-quarter-of-a-mile ($\frac{3}{4}$ of a mile) corridor as measured as a radius from any Yakima's fixed route(s) with Selah; and

WHEREAS, the City Attorney has reviewed the proposed ILA, which measures three-pages; there is no financial cost to the City; and the Public Works Director recommends that the ILA be entered into; and

WHEREAS, the City Council finds that good cause exists;

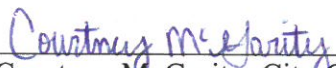
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the three-page ILA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 14th day of October, 2025.




Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

**CITY OF YAKIMA AND CITY OF SELAH INTERLOCAL AGENCY
AGREEMENT FOR YAKIMA TRANSIT - PARATRANSIT DIAL-A-RIDE SERVICE**

THIS AGREEMENT is entered into between the City of Yakima (hereinafter "Yakima"), whose address is 129 North 2nd Street, Yakima, Washington 98901, and the City of Selah (hereinafter "Selah"), whose address is 115 West Naches Avenue, Selah, Washington 98942, pursuant to RCW 39.34.080.

WHEREAS, Yakima operates a public mass transportation system ("Yakima Transit") including Paratransit Dial-A-Ride service ("Dial-A-Ride"); and,

WHEREAS, residents using Dial-A-Ride occasionally require pickup or drop-off across city limits between Yakima and Selah; and

WHEREAS, Yakima and Selah agree that the Dial-A-Ride benefits citizens of both cities, and that ease of such service will promote the general health, safety, and welfare.

NOW, THEREFORE, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to define the scope of Dial-A-Ride operation in Selah, which agrees to allow Dial-A-Ride to operate within a $\frac{3}{4}$ of a mile corridor as measured as a radius from any Yakima fixed route within Selah.
2. **Term of Agreement.** This Agreement shall commence on October 15, 2025, and shall continue for a period of five years unless terminated as provided in Section 3 below.
3. **Termination of Agreement.** This Agreement may be terminated:
 - a. At any time by mutual agreement.
 - b. By written notice of termination to the other party, which shall be effective 90 days after service of notice.
4. **Nondiscrimination.** In administering this Agreement, Yakima and Selah will comply with all laws regarding nondiscrimination; and each party shall be responsible the acts of its own officers, agents and employees.
5. **Nondelegation of Authority.** Yakima retains sole authority to administer all contracts with providers of the Paratransit Dial-A-Ride service.
6. **Indemnification and Hold Harmless.**
 - a. Each party shall be responsible in the performance of this Agreement for the acts and/or omissions of itself, and its officers, elected officials, employees, and agents, and each party agrees to hold the other harmless for the acts and/or omissions of the other party, and its officers, elected officials, employees, and agents.

- b. The provisions of this section shall survive the termination or expiration of this Agreement.
 - c. Nothing contained in this section or this Agreement shall create a liability or right of indemnification in any third party.
7. **Disputes.** Yakima and Selah will, prior to institution of litigation of any dispute under this agreement, seek mediation of the disputes upon selection of a mutually acceptable mediator.
8. **Governing Law – Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington. Venue for any action shall lie in Yakima County, Washington.
9. **Administration.** This Agreement shall be jointly administered by the City Managers of each party, who delegate such administrative duties to the following individuals, to whom any notices sent under this Agreement must be directed:

City of Yakima

Yakima Transit Manager
2301 Fruitvale Boulevard
Yakima, WA 98902

City of Selah

Public Works Director
222 South Rushmore Road
Selah, WA 98942

Integration.

10. **Posting of Agreement.** Upon execution of this Agreement, a copy thereof shall be posted or published in conformity with the provisions RCW Ch. 39.34.

11. **Waiver and Amendments.** Waiver of any breach or any term or condition of this Agreement shall not waive any prior or subsequent breach. No term or condition is waived, modified or deleted except by an instrument in writing signed by both parties.

12. **Entire Agreement and Modifications.** This Agreement sets forth the entire agreement of the parties with respect to the subject matter herein. The parties may supplement the Agreement by addenda or amendments, when agreed upon by both parties in writing. The parties shall attach copies of such addenda and amendments and by reference incorporate them herein.

13. **No Third-Party Beneficiary.** Nothing in this Agreement is intended to create any rights in any entity not a party to this Agreement nor is any person or entity not named a party herein a third-party beneficiary to this Agreement.

14. **Severability.**

- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held invalid.
- b. If any provision of this Agreement is in direct conflict with any statutory provision of the

State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

WHEREFORE, this Agreement is executed and effective upon the date signed by the last party to sign below:

CITY OF YAKIMA

Vicki Baker, City Manager

Date: _____, 2025

ATTEST:

City Clerk

CITY OF SELAH

Roger Bell, Mayor

Date: October 15th, 2025

ATTEST:

City Clerk