

RESOLUTION NO. 3285

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A FOUR-PAGE INTERLOCAL
AGENCY AGREEMENT WITH THE CITY OF YAKIMA FOR THE YAKIMA-
ELLENSBURG COMMUTER 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 Provisions of Yakima-Selah Commuter Service) with the City of Selah, which will increase Selah's financial contribution for the "Yakima-Ellensburg Commuter Service" from \$16,000.00 to \$32,000.00 per year; and

WHEREAS, the City Attorney has reviewed the proposed ILA, which measures four pages; and the former Public Works Director recommended 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 four-page ILA in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 13th day of January, 2026.



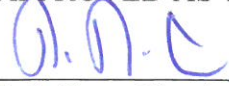
Roger Bell, Mayor

ATTEST:



Courtney McGarity, City Clerk

APPROVED AS TO FORM:



Rob Case, City Attorney

**INTERLOCAL AGREEMENT
FOR PROVISION OF YAKIMA-SELAH COMMUTER SERVICE
(City of Yakima – City of Selah)**

THIS INTERLOCAL AGREEMENT is entered into by and between the City of Yakima and City of Selah to provide for the support of the public transportation service known as the “Yakima-Ellensburg Commuter” service, which provides fixed-route commuter service to and from the Cities of Yakima, Selah, and Ellensburg.

I. RECITALS

A. City of Yakima, hereafter “Yakima,” is a municipal corporation of the State of Washington located at 129 North 2nd Street, Yakima, WA 98901.

B. City of Selah, hereafter “Selah,” is a municipal corporation of the State of Washington located at 115 W Naches Avenue, Selah, WA 98942

C. Pursuant to the provisions of Revised Code of Washington (RCW) 39.33.050, Yakima has developed and operates a public mass transportation system (“Yakima Transit”), and, therefore, has the authority to contract with any other municipal corporation or political subdivision of the State for mass public transportation services.

D. RCW Ch. 39.34, entitled “Interlocal Cooperation Act,” permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other municipalities on the basis of mutual advantage.

E. On August 1, 2023, Yakima entered into an agreement with Bellair Charters, a Washington corporation, whereby Bellair provides commuter bus service to and from the Cities of Yakima and Selah. This “Yakima-Ellensburg Commuter Service” Agreement, attached hereto as Exhibit A, provides that Bellair will provide such commuter service from September 1, 2023, through June 30, 2025, with Yakima Transit having three two-year options, all conditioned on Yakima Transit receiving Washington State grant funding in the amount equal to at least current funding levels.

F. Yakima and Ellensburg agree that the Yakima-Ellensburg commuter service benefits citizens of both cities, and that provision of such service is in the best interests of the residents of Yakima and Selah and will promote the general health, safety, and welfare.

G. Pursuant to the authority of RCW Chapter 39.34 and RCW 39.33.050, Yakima and Selah desire to enter in an interlocal agreement to provide for supportive funding during this time to enable and promote the Yakima-Ellensburg commuter service.

II. AGREEMENT

IN CONSIDERATION of the mutual covenants, conditions and mutual benefits herein, the parties agree as follows:

1. Agreement to Participate in Funding. Selah agrees to contribute Thirty-Two Thousand Dollars (\$32,000) annually toward the provision of the Yakima-Ellensburg commuter service as described and set forth in the “Yakima-Ellensburg Commuter Service” Agreement August 1, 2023 by and between Yakima and Bellair as seen in Exhibit A. Such amount shall be paid by Selah in

quarterly installment for services rendered during the previous quarter within 30 days of being invoiced.

2. **Provision of Commuter Service.** The continuation of the Yakima-Ellensburg Commuter service is conditioned upon Yakima's receipt of funds from all sources sufficient to pay for the cost of such service. The commuter service is currently funded in large part by grant funds administered by the Washington State Department of Transportation. Such funds are appropriated pursuant to the biennial budget adopted by the State of Washington, and Yakima desires to continue the commuter service, so long as grant funding in an amount sufficient to enable Yakima to continue such service.

3. **Term of Agreement.** This Agreement shall commence on January 1, 2026, and shall continue for an indefinite period unless terminated as provided in Section 5 below.

4. **Termination of Agreement.** This Agreement may be terminated in any of the following ways:

(a) At any time by mutual agreement of both parties.

(b) By either party delivering written notice of termination to the other party at least ninety (90) days prior to the effective date of termination.

(c) This Agreement shall automatically terminate upon cessation of the Yakima-Ellensburg Commuter.

(d) This Agreement may be terminated at any time by Yakima when Yakima determines, in its sole discretion, that funds on hand or committed are insufficient to fully fund the continuation of the commuter service. In the event Yakima determines that such funding may be insufficient to continue the service, it will provide notice of such insufficiency to Selah as soon as reasonably possible so as to enable the parties to mutually agree on the date of termination of this Agreement. If the parties cannot agree, Yakima reserves the right to terminate this Agreement at any time and will deliver written notice of such termination to Selah.

5. **Effect of Termination.** Upon the effective date of termination, the rights and obligations of both parties under this Agreement shall terminate; provided, however, that Selah shall remain responsible for payment of any unpaid (prorated by service day) portion of the \$32,000 annual payment earned by Yakima through the effective date of termination. Likewise, if Selah has prepaid to Yakima any portion of the \$32,000 annual payment, the portion of such payment representing prepayment for services to occur after the effective date of termination shall be refunded and remitted by Yakima to Selah.

Termination of this Agreement shall not cancel or terminate the parties' obligations to hold the other party harmless for any liability, claim, or demand arising or occurring during the term of the Agreement.

6. **Nondiscrimination.** In administering this Agreement, Yakima and Selah will comply with all laws regarding discrimination; and each party shall be responsible for its discriminatory acts, including the acts of its own officers, agents and employees.

7. **Independent Contractor.** The parties agree and understand that Selah's participation in this Agreement is limited solely to provision of partial funding to enable Yakima to continue to provide the commuter service through a separate agreement with a third-party contractor. Yakima retains sole responsibility and authority to administer all contracts with providers of the commuter service and with each agency providing funding for such service. Selah and Yakima are each independent contractors, and will be solely responsible for the negligent or wrongful acts of their respective employees, officers and officials, and, as such, do not provide insurance covering the acts and/or omissions of the other party, its officials, officers and/or employees. Nothing in this Agreement shall be construed to create any relationship between the parties other than independent contractors, and the officials, officers, employees, and volunteers of each party shall not be deemed for any purpose to be the officials, officers, employees or volunteers of the other party.

8. **Hold Harmless.** Each party in this contract shall be responsible for the acts and/or omissions of itself, and its officers, employees, and agents and each party agrees to hold harmless the other for the acts and/or omissions of itself, and its officers, employees, and agents. Neither party to this agreement shall be responsible for the acts and/or omissions of those not a party to this contract.

9. **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.

10. **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 State of Washington, at the discretion of the party commencing such action.

11. **Administration.** This Agreement shall be jointly administered by the City Managers of each party, who delegate such administrative duties to the following individuals:

City of Yakima
Yakima Transit Manager
2301 Fruitvale Boulevard
Yakima, WA 98902

City of Selah
Dir. Public Works
115 West Naches Avenue
Selah, WA 98942

12. **Acquisition of Property and Assets.** The parties do not intend to jointly acquire or manage any property. Costs, expenses, and disbursements of each party in the performance of this Agreement shall be administered separately by each party. Acquisition of property by either party shall be in accordance with the laws and procedures applicable to such party.

13. **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.

14. **Records and Reports.** Reports and documents generated by Yakima for Selah pursuant to the services provided under this Agreement shall be delivered by Yakima to Selah; provided, however, Yakima shall be entitled to retain copies of such reports and documents. All such documents and reports shall be subject to disclosure pursuant to the *Public Records Act*, RCW Ch. 42.56, as applicable. Yakima records and reports documenting services rendered and billings based thereon shall be made available to Selah for inspection and copying, as appropriate, during regular business hours of Yakima or Yakima Transit, as applicable, upon request by Selah.

15. **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.

16. **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.

17. **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.

18. **No Public Official Liability.** No provision of this Agreement nor any authority granted by this Agreement is intended to create or result in any personal liability for any public official or agent of a party, nor is any provision of this Agreement to be construed to create any such liability.

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

CITY OF YAKIMA

CITY OF SELAH

Victoria Baker, City Manager

Roger Bell, City Manager Mayor

Date: _____, 2026

Date: 01/13, 2026

ATTEST:

ATTEST:

City Clerk

Courtney McElvarty
City Clerk

Approved as to form:

Approved as to form:

City Attorney

D. D. L.
City Attorney