

**INTERAGENCY AGREEMENT**

**between the**

**Yakima Air Terminal and the City of Union Gap**

WHEREAS the City of Union Gap, herein referred to as "City," is in the process of constructing the Valley Mall Boulevard Phase III (VMB III) project from S. 16<sup>th</sup> Avenue to S. 3<sup>rd</sup> Avenue;

WHEREAS the Yakima Air Terminal, herein referred to as "YAT," is in the process of preparing contract plans and specifications for the relocation of S. 16<sup>th</sup> Avenue outside its Runway Safety Area, with bid advertisement anticipated in January 2009;

WHEREAS the design alignment of the relocated S. 16<sup>th</sup> Avenue intersects the VMB III construction at approximately S. 12<sup>th</sup> Avenue and will require intersection modifications;

WHEREAS the City's VMB III project does not include provisions for the construction of an intersection for the relocated S. 16<sup>th</sup> Avenue;

WHEREAS the City and the YAT recognize coordination of work associated with the new S. 16<sup>th</sup> Avenue intersection is beneficial to both parties' projects;

NOW THEREFORE it is agreed as follows:

1. YAT and the City will work together to prepare a final Change Order to the VMB III project to include all items of work necessary for the construction of the south leg of the new S. 16<sup>th</sup> Avenue intersection (a draft change order prepared by YAT is attached for an approximation of costs), and
2. City will direct the execution of the Change Order work to follow the same contract specifications, unit bid prices, and standards of care as the VMB III project, and
3. City will immediately notify YAT if field conditions, quantities, or work items are different than those anticipated in the agreed upon final Change Order and allow reasonable time for review and approval by YAT prior to completion of work, and
4. YAT will reimburse the City for costs associated with the mutually prepared Change Order work, and will satisfy said reimbursement within 45 days following receipt of partial or full pay estimates (it is anticipated the work will occur over time and monthly pay estimates will be submitted for reimbursement).

By:

\_\_\_\_\_  
Yakima Air Terminal  
Chairman of the Board

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City of Union Gap  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date