

# BOARD OF YAKIMA COUNTY COMMISSIONERS

Weekly Agenda Meeting  
Tuesday, January 5, 2021 at 10:00 am  
VIRTUAL

## 1. CALL TO ORDER

Present:

## 2. PUBLIC COMMENT

### A. Public Comment Instructions

Participants, please join the meeting via the Zoom link or telephone number below.

Join Zoom Meeting

[HTTPS://ZOOM.US/J/94084501212?](https://zoom.us/j/94084501212?pwd=Q1VNDGVFCMJATW9ORZREUUTLWWT2ZZ09)

[PWD=Q1VNDGVFCMJATW9ORZREUUTLWWT2ZZ09](https://zoom.us/j/94084501212?pwd=Q1VNDGVFCMJATW9ORZREUUTLWWT2ZZ09)

Meeting ID: 940 8450 1212

Passcode: 874864

Dial by your location

+1 206 337 9723 US (Seattle)

+1 213 338 8477 US (Los Angeles)

Meeting ID: 940 8450 1212

Passcode: 874864

Join by SIP

94084501212@zoomcrc.com

## 3. CONSENT ITEMS

## 4. COMMISSIONER

### A. 12.29.20 Minutes - Weekly Agenda

Documents:

[12.29.20 MINUTES.PDF](#)

### B. 12.29.20 Minutes - Special Agenda

Documents:

[12.29.20 MINUTES - SPECIAL AGENDA.PDF](#)

### C. Ordinance 1-2021

Amending Yakima Code Section 6.04 Regarding Provisions for the Appointment and Term of Members of the Yakima Board of Health.

Fiscal Impact: \$0

Documents:

[ORDINANCE 1-2021.PDF](#)

## 5. FACILITIES SERVICES

A. Agreement 1-2021

Agreement with Pacific Power for Installation of a Power Pole and to Upgrade the Electrical Infrastructure at Camp Hope.

Fiscal Impact: \$0

Documents:

[BOCC 1-2021.PDF](#)

6. HUMAN RESOURCES

A. Resolution 1-2021

Additions/Deletions to Budgeted Positions in Fund 401 and Departments 080 and 440.

Fiscal Impact: Funding of Changes will be Absorbed within the Existing Department Budget Levels for 2020 and 2021.

Documents:

[1-2021.PDF](#)

B. Resolution 2-2021

Updating the 2020 Pay Plan for Direct Reports and Department Heads.

Fiscal Impact: Funding will be Absorbed within the Existing Department Budget Levels for 2021.

Documents:

[2-2021.PDF](#)

7. NEW BUSINESS

8. ADJOURN

**BOARD OF YAKIMA COUNTY COMMISSIONERS**  
Weekly Agenda Meeting, Tuesday, December 29, 2020 at 10:00 am  
VIRTUAL

12/29/2020 - Minutes

1. CALL TO ORDER

PRESENT: Chairman Ron Anderson, Commissioner Amanda McKinney, Commissioner LaDon Linde, Legal Counsel Don Anderson, Clerk of the Board Julie Lawrence

2. PUBLIC COMMENT

A. Public Comment Instructions

Participants, please join the meeting via the Zoom link or telephone number below.

Join Zoom Meeting [HTTPS://ZOOM.US/J/94084501212?](https://zoom.us/j/94084501212?pwd=Q1VNDGVFCMJATW9ORZREUUTLWWT2ZZ09)  
PWD=Q1VNDGVFCMJATW9ORZREUUTLWWT2ZZ09

Meeting ID: 940 8450 1212 Passcode: 874864

Dial by your location +1 206 337 9723 US (Seattle) +1 213 338 8477 US (Los Angeles) Meeting ID:  
940 8450 1212 Passcode: 874864

Join by SIP 94084501212@zoomcrc.com

3. CONSENT ITEMS

Commissioner McKinney MOTION: To Approve

Commissioner Linde SECOND

Approved Unanimously

4. AUDITOR

A. Payroll Warrant Certification

Issue Dates: 11.26.20 Thru 12.10.20

5. COMMISSIONER

A. 12.22.20 Minutes

6. COUNTY ROADS

A. Resolution 392-2020

Setting a Public Hearing on Application Filed by the Town of Harrah for a Systemwide Franchise to Construct, Operate, and Maintain Domestic Water and Sewer Lines In, Along, Over, and Under Various Yakima County Rights of Way within the Town of Harrah's Service Area within Yakima County.

Fiscal Impact: \$0

B. Resolution 393-2020

Awarding Bid for East West Corridor & Terrace Heights Drive Demolition Project.

Fiscal Impact: \$203,211.72

C. Agreement 341-2020

Supplemental Agreement with HLA Engineering to Extend the Contract End Date Until December 31, 2021.

Fiscal Impact: \$0

D. Agreement 342-2020

Agreement with Russell Crane Service, Inc for the East West Corridor and Terrace Heights Drive Demolition Project.

Fiscal Impact: \$203,211.72

7. FINANCIAL SERVICES

A. Resolution 390-2020

Approving Budget Amendments for the 2020 Yakima County Budget for Various Funds.

Fiscal Impact: Total Budget Increases Amount to \$39,912,988 with \$32,879,970 of Additional Funding, Mainly COVID CARES Act Funds, and the Balance of \$7,033,018 Coming from Available Fund Balance within the Amending Funds.

B. Resolution 391-2020

Approving Amendments to the 2021 Property Tax Levies.

Fiscal Impact:

8. HUMAN SERVICES

A. Agreement 344-2020

Agreement to Modification #1 of the Latino Community Fund Contract to Reduce Emergency Rental Assistance Program Funding.

Fiscal Impact: \$100,000

B. Agreement 345-2020

Agreement to Modification #2 of the Yakima Neighborhood Health Services Contract to Extend the Date to March 31, 2021 and Transfers Funds from Hotel/Motel Operations to Respite Operations.

Fiscal Impact: \$0 - Transfer of Funds in the Amount of \$35,000. Total Contract Value Remains \$245,660.

9. PUBLIC SERVICES

A. Resolution 394-2020

Approving the Subdivision Known as "Canyon View Estates".

Fiscal Impact: \$0

B. Resolution 395-2020

Adopting the Yakima County Stormwater Management Utility Assessment Roll for 2021.

Fiscal Impact: \$532,386.50

C. Agreement 343-2020

Development Agreement Between Scenic Ranch LLC Associated with the Rezone Project Known as Canyon View Estates.

Fiscal Impact: \$0

D. Ordinance 6-2020

Amending the Official Zoning Map of Yakima County Established by YCC Title 19.10.20 to Rezone the Project Known as Canyon View Estates into the Master Planned Development Overlay.

Fiscal Impact: \$0

E. Ordinance 7-2020

Amending Yakima County Code Title 20 (Yakima County Fee Schedule) Pertaining to Fees Charged by the Yakima County Planning Division.

Fiscal Impact: Revenue Neutral

10. SHERIFF

A. Agreement 346-2020

Dispatch Agreement with the Town of Naches for Continued Dispatch Services for 2021.

Fiscal Impact: \$82,952.16

B. Agreement 347-2020

Dispatch Agreement with the City of Granger for Continued Dispatch Services in 2021.

Fiscal Impact: \$38,884.44

C. Agreement 348-2020

11. TREASURER

A. Agreement 340-2020

Renewal Agreement with PFM Financial Advisors, LLC for Financial Advisory Services.

Fiscal Impact: \$4,000 Annually

12. NEW BUSINESS

13. ADJOURN

Commissioner Linde MOTION: To Adjourn

Commissioner McKinney SECOND

Approved Unanimously

APPROVED DATE

DATE/Minutes JAN 0 5 2021

BOARD OF YAKIMA COUNTY COMMISSIONERS

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Ron Anderson, Chairman

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Amanda McKinney, Commissioner

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LaDon Linde, Commissioner

*Constituting the Board of County Commissioners  
for Yakima County, Washington*

**BOARD OF YAKIMA COUNTY COMMISSIONERS**  
Special Agenda Meeting, Tuesday, December 29, 2020 at 1:30 pm  
**VIRTUAL**

12/29/2020 - Minutes

1. **CALL TO ORDER**

PRESENT: Chairman Ron Anderson, Commissioner Amanda McKinney, Commissioner LaDon Linde, Legal Counsel Don Anderson, Clerk of the Board Julie Lawrence

2. **PUBLIC COMMENT**

A. **Public Comment Instructions - Special Agenda**

Join Zoom Meeting

[HTTPS://ZOOM.US/J/98416026234?PWD=WHFVDULVSEFESMY2N28VYJZOWUNGZ09](https://zoom.us/j/98416026234?pwd=WHFVDULVSEFESMY2N28VYJZOWUNGZ09)

Meeting ID: 984 1602 6234

Passcode: 445574

Dial by your location

+1 206 337 9723 US (Seattle)

+1 213 338 8477 US (Los Angeles)

Meeting ID: 984 1602 6234

Passcode: 445574

Join by SIP

98416026234@zoomcrc.com

3. **PUBLIC HEARING**

A. **Public Hearing To Consider Amending Yakima County Code Section 6.04 Regarding Provisions For The Appointment And Term Of Members Of The Yakima Board Of Health**

Presenting: Commissioner Amanda McKinney

Commissioner Linde MOTION: To Move to Resolution for Agenda on January 5, 2021.

Commissioner McKinney SECOND

Approved Unanimously

4. **NEW BUSINESS**

5. **ADJOURN**

Commissioner McKinney MOTION: To Adjourn

Commissioner Linde SECOND

Approved Unanimously

APPROVED DATE

DATE/Minutes

JAN 0 5 2021

BOARD OF YAKIMA COUNTY COMMISSIONERS

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Ron Anderson, Chairman

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Amanda McKinney, Commissioner

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LaDon Linde, Commissioner

*Constituting the Board of County Commissioners  
for Yakima County, Washington*



# AGENDA REQUEST FORM

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

Prepared by:  
Julie Lawrence

Department: Commissioners

Requested Agenda Date: 1/5/2021

Presenting: \_\_\_\_\_

Document Title:

*Board of County Commissioners Record Assigned*

# **001-2021**

**APPROVED FOR AGENDA:**

Consent       Regular

*Board of County Commissioners Determined*

In the Matter of Amending Yakima County Code Section 6.04 Regarding Provisions for the Appointment and Term of Member of the Yakima Board of Health

Action Requested: *Check Applicable Box*

PASS RESOLUTION       EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT

ISSUE PROCLAMATION     PASS ORDINANCE     OTHER \_\_\_\_\_

Describe Fiscal Impact:

None \$0

Background Information:

Summary & Recommendation:

Motion:

Department Head/ Elected Official

**AGREEMENT** Attached Is Approved as to Form  
Corporate Counsel Initial

\_\_\_\_\_  
Signature

*Late Agenda Requests Require BOCC Chairman Signature:*

\_\_\_\_\_

**BOARD OF YAKIMA COUNTY COMMISSIONERS**

**ORDINANCE NO. 1-2021**

**IN THE MATTER OF AMENDING YAKIMA COUNTY CODE SECTION  
6.04 REGARDING PROVISIONS FOR THE APPOINTMENT AND TERM OF  
MEMBERS OF THE YAKIMA BOARD OF HEALTH**

**WHEREAS**, the Board of Yakima County Commissioners may at its discretion adopt an ordinance regarding the Yakima Board of Health that includes provisions for the appointment, term, and compensation or reimbursement of expenses of its members; and

**WHEREAS**, the Board of Yakima County Commissioners previously adopted Ordinance 2-2018, which was codified as Yakima County Code § 6.04; and

**WHEREAS**, the decisions of the Board of Health have broad impact on the health and wellbeing of the community; and

**WHEREAS**, given the increasingly complex public health issues facing Yakima County, including, but not limited to the COVID-19 pandemic, and the County's commitment to find solutions to improve the overall health of the community; and

**WHEREAS**, the Yakima County Board of Commissioners desires to increase its engagement with the Board of Health in order to evaluate and develop public health policies and strategies to support a healthy community; and

**WHEREAS**, on December 15, 2020, at its regular weekly public agenda meeting, the Yakima County Board of Commissioners passed a resolution calling for a Public Hearing on December 29, 2020; and

**WHEREAS**, a Notice of Public Hearing was published in the *Yakima Herald-Republic* on December 16, and December 23, 2020; and

**WHEREAS**, a draft ordinance was published on the Yakima County website on December 15, 2020; and

**WHEREAS**, a Public Hearing was held to discuss the proposed ordinance on December 29, 2020 at 1:30 pm;

**NOW, THEREFORE, BE IT ORDAINED** that the Yakima Board of County Commissioners adopt the attached chapter to be codified as Yakima County Code Chapter 6.04 as set forth in Exhibit A to amend the provisions for the appointment and term of the Yakima County Board of Health, effective on January 5, 2020.

The Clerk of the Board is directed to transmit a copy of this Ordinance to the County Auditor and Treasurer.

**DONE** this 5<sup>th</sup> day of January 2020.

**Attest:**

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Julie Lawrence, Clerk of the Board

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Ron Anderson, Chairman

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Amanda McKinney, Commissioner

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LaDon Linde, Commissioner

*Constituting the Board of County Commissioners  
for Yakima County, Washington*

## EXHIBIT A

### Chapter 6.04 COUNTY HEALTH DISTRICT

#### Sections:

**6.04.010 Membership – Appointment – Term – Compensation – Reimbursement of Expenses.**

**6.04.020 Fund Established.**

**6.04.030 Officer Appointment.**

**6.04.040 Payroll.**

**6.04.050 Claims Payment.**

**6.04.060 Meetings.**

**6.04.070 Food Permit Transfer.**

**6.04.080 Budget Adoption.**

**6.04.010 Membership – Appointment – Term – Compensation – Reimbursement of Expenses.**

(1) The district Board of Health of the health district of Yakima County shall consist of the following seven members, each of whom shall have one vote, except the chair of the Board of Health, who shall have two votes:

(a) Three members of the board of county commissioners, one of whom shall be elected as chair of the Board of Health for a one-year term, not to exceed four consecutive terms;

(b) Two elected officials of the cities and towns within Yakima County to be nominated by the nominating committee and appointed by the Board of Health to represent the collective interests of all cities within Yakima County; and

(c) Two citizens from within Yakima County with an interest in public health to be nominated by the nominating committee and appointed by the Board of Health for four-year terms, which terms shall be staggered so that every two years one of such terms shall expire. A citizen may serve no more than two consecutive four-year terms.

(d) Appointment process for elected city officials and citizen representatives will follow procedures as outlined in Yakima Health District Board of Resolution 2018-3, as amended consistent with this Section.

(2) Elected officials shall be appointed by the Board of Health after all of the following steps have been completed:

- (a) The Yakima Health District has made the cities and towns in Yakima County aware of a vacant position by promoting and seeking qualified candidates;
  - (b) Interested candidates have submitted letters of qualification and interest within 30 days of the announcement that the position is vacant;
  - (c) The nominating committee has reviewed the submitted letters, conducted interviews and has nominated candidates to the Board of Health for consideration;
  - (d) The Board of Health has reviewed the submitted letters and interviewed the nominated persons; and
  - (e) The Board of Health, by a majority vote, has selected a candidate to serve a term on the Board of Health.
- (3) Each elected official shall serve a term of two years at the pleasure of the entity or entities appointing him/her. Consecutive terms are allowed, but in no event may a member serve beyond the term of the elective office which qualifies him or her to serve on the board of health: *provided*, that no elected official is eligible for appointment to the Board of Health if his/her elected term expiration date would leave a mid-term vacancy on the Board of Health. An elected official may serve no more than four consecutive two-year terms.
- (4) The Yakima County Coroner shall serve as an ex-officio member of the Board of Health. The Coroner shall not have voting privileges, shall not be included in the count when determining the number needed for a quorum and shall not be counted when determining if a quorum is present.
- (5) For purposes of this Section, the following terms shall be defined as follows:
- (a) "Elected official" shall include an official appointed to an elected position; and
  - (b) "Nominating committee" shall mean the Board of Yakima County Commissioners.
- (6) Neither the Yakima County Health District nor the Yakima Board of Health shall create any committee or sub-committee which creates or enforces any policy except as expressly provided by chapter 70.05 RCW, chapter 70.46, chapter 70.02 RCW, chapter 43.20 RCW or chapter 43.70 RCW, without the approval of the Board of Yakima County Commissioners.
- (7) All Board of Health committees shall include the members of The Board of Yakima County Commissioners, who shall also comprise the majority all such committees.
- (48) No member shall receive compensation from the Yakima County health district for serving as a member of the board of health.

(Ord. 3-2000 § 1, 2000: Ord. 1-1996 § 1, 1996: Vol. W p. 342 (part), 1950).

#### **6.04.020 Fund Established.**

A fund to be designated as district health fund shall be established by the treasurer of Yakima County, Washington, who shall be the treasurer and custodian thereof, and in which said fund shall be placed all moneys received by the health district from any source and out of which shall be expended all moneys disbursed by the health district, in accordance with law.

(Vol. W p. 342 (part), 1950).

#### **6.04.030 Health Officer Appointment.**

A qualified physician, trained and experienced in public health, is appointed district Health Officer of the health district. In the event of a vacancy in the Health Officer position, a new Health Officer shall be appointed by the Board of Health after all the following steps have been completed:

- (1) The Yakima Health District has made the public aware of the vacancy by promoting and seeking qualified candidates;
- (2) Interested candidates have submitted letters of qualification and interest within 30 days of the announcement that the position is vacant;
- (3) The nominating committee has reviewed the submitted letters, conducted interviews and has nominated candidates to the Board of Health for consideration;
- (4) The Board of Health has reviewed the submitted letters and interviewed the nominated persons; and
- (5) The Board of Health, by a majority vote, has selected a candidate to serve as the Health Officer of the health district.

(Vol. W p. 342 §1, 1950).

#### **6.04.035 Executive Director Appointment.**

An Executive Director of the health district is appointed. The Executive Director shall act as executive secretary and administrative officer for Board of Health, and shall be responsible for administering the operations of the Board including such other administrative duties required by the Board of Health, except for duties assigned to the Health Officer as enumerated in RCW 70.05.070 and other applicable state law.

In the event of a vacancy in the Executive Director position, a new Executive Director shall be appointed by the Board of Health after all the following steps have been completed:

- (1) The Yakima Health District has made the public aware of the vacancy by promoting and seeking qualified candidates;
- (2) Interested candidates have submitted letters of qualification and interest within 30 days of the announcement that the position is vacant;
- (3) The nominating committee has reviewed the submitted letters, conducted interviews and has nominated candidates to the Board of Health for consideration;

- (4) The Board of Health has reviewed the submitted letters and interviewed the nominated persons; and
- (5) The Board of Health, by a majority vote, has selected a candidate to serve as the Executive Director of the health district.

**6.04.040 Payroll.**

Monthly payrolls of the health district may hereafter be certified for payment upon approval of the chairperson of the board of health, or such other member of the board of health as designated in the chairperson's absence.

(Vol. W p. 342 §2, 1950).

**6.04.050 Claims Payment.**

All claims against the health district shall be paid only upon approval of the executive director of the health district and a majority of the members of the board of health.

(Vol. W. p. 342 §4, 1950).

**6.04.060 Meetings.**

Regular meetings of the district board of health shall hereafter be held at the hour of 8:30am, upon the last Wednesday of each month, excepting when said day may fall upon a holiday, the regular meeting shall be held upon the day preceding; special meetings of the district board of health may be called at any time on order of the chairperson of the board of health, or at the request of any members thereof.

(Vol. W p. 342 §5, 1950).

**6.04.070 Food Permit Transfer.**

The maintenance and administration of the issuance and collection of food permits are transferred to the Yakima Health District.

To effectuate said transfer, books of receipts, applications, and permits are transferred from the possession of the board of county commissioners to the possession of Yakima Health District.

(Vol. VI p. 428 (part), 1961).

**6.04.080 Budget Adoption.**

Adoption of the annual budget of the health district shall require the presence of a quorum of members of the board of health and shall require the concurrence of a majority of those members present, and two-thirds of the county commissioners.

# AGENDA REQUEST FORM

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

Prepared by:  
\_\_\_\_\_  
Marcy Wingerter

Department: Facilities Services

Requested Agenda Date: 01/05/2021

Presenting: Brian Griff

Document Title:

In the matter of executing contract with Pacific Power.

Action Requested: *Check Applicable Box*

- |  |   |
|--|---|
| <input type="checkbox"/> PASS RESOLUTION   | <input checked="" type="checkbox"/> EXECUTE or AMEND <b>AGREEMENT CONTRACT</b> or GRANT |
| <input type="checkbox"/> ISSUE PROCLAMATION <input type="checkbox"/> PASS ORDINANCE <input type="checkbox"/> OTHER _____ |   |

Describe Fiscal Impact:

There is no fiscal impact related to this contract. Yakima County does agree to pay for monthly electrical services from Pacific Power.

Background Information:

The purpose of this contract is for Pacific Power to install a power pole and upgrade the electrical infrastructure at Camp Hope. This upgrade will support the increased electrical loads that will be required to power the four trailers to be installed at Camp Hope in the first quarter of 2021.

Summary & Recommendation:

Director of Facilities Services recommends execution of contract.

Motion:

Execute contract.

Department Head/ Elected Official

\_\_\_\_\_  
Signature

<small>Board of County Commissioners</small> <b>BOCC Agreement</b> # <b>001-2021</b> Yakima County, WA
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<b>APPROVED FOR AGENDA:</b> <input type="checkbox"/> Consent <input type="checkbox"/> Regular <small>Board of County Commissioners Determined</small>
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**AGREEMENT Attached Is Approved as to Form**  
Corporate Counsel Initial



Late Agenda Requests Require BOCC Chairman Signature:  
\_\_\_\_\_



001-2021

(WA Jan2020- NoRfnd)  
Account #:44486821 075  
Service ID #:578537403 001  
Monthly

Yakima County, WA

C/C: 11531  
Request #: 6948702  
Contract #:

**GENERAL SERVICE CONTRACT  
(1000 KVA OR LESS)  
between  
PACIFIC POWER  
and  
YAKIMA COUNTY**

This General Service Contract ("Contract"), dated December 17, 2020, is between PacifiCorp, doing business as Pacific Power ("Company"), and Yakima County ("Customer"), for electric service for Customer's Camp Hope Portables operation at or near 2300 E. Birch St., Yakima, Washington.

The Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Rules") and the rules of the Washington Utilities and Transportation Commission ("Commission"), as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Rules, such schedule and rules shall control. They are available for review at Customer's request.

- 1. Delivery of Power.** Company will provide 120/240 volt, single-phase electric service to the Customer facilities.
- 2. Contract Demand.** The specified Demand in kVA that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 75 kVA (diversified, based on Customer's submitted load prior to the signing of this Contract). After 36 months of service the maximum demand Company is obligated to have available for delivery shall not be greater than the lesser of: the maximum recorded and billed demand in the previous 36 months, or, the above given diversified demand, unless otherwise agreed in writing in accordance with the terms of this Contract. Within fifteen (15) days of a written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.
- 3. Extension Costs.** Company agrees to invest \$7,299.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay Company the estimated construction costs in excess of the Extension Allowance ("Customer Advance") in the amount of \$0.00, of which the Customer has paid \$0.00 for engineering, design, or other advance payment for Company's facilities. **The balance due is \$0.00.**
- 4. Contract Minimum Billing.** Customer agrees to pay a contract minimum billing (the "Contract Minimum Billing") during the first sixty (60) months beginning from the date the Company is ready to supply service. The Contract Minimum Billing shall be the

greater of: (1) the **Customer's monthly bill**; or, (2) \$87.59 (the **monthly facilities charge**) plus eighty percent (80%) of the **Customer's monthly bill**. Billings will be based on Rate Schedule No. 24 and superseding schedules.

5. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within ninety (90) days of the Contract date shown on page 1 of this Contract.
6. **Contract Minimum Billing Term.** This Contract becomes binding when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service (the "Term").

In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract, Customer shall be responsible for paying the Contract Minimum Billing for the remainder of the Term.

If Customer is not ready to receive service from Company within one-hundred fifty (150) days of the date Customer signs this Contract, then Company may terminate this Contract. The Customer's Advance will be applied to Company costs incurred for design, permitting and other associated Contract costs. However, if Company has installed Improvements so that Company is ready to supply service, but Customer is not ready to receive service from Company within such one-hundred fifty (150) day period, then the failure of Customer to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for remainder of the Term.

7. **Customer Obligations.** Customer agrees to:
  - a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or third party property and any permits, fees, etc. required to cross public lands;
  - b) Prepare the route to Company's specifications;
  - c) Install all Customer provided trench, conduit, equipment foundations, or excavations for equipment foundations within the legal rights-of-ways; and,
  - d) Comply with all of Company's tariffs, procedures, specifications and requirements.
8. **Special Provisions:** None
9. **Underground Facilities.** If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

Customer warrants that all Customer provided trench and excavations for equipment foundations, and Customer installed conduit and equipment foundations are installed

within legal rights-of-way, and conform to the specifications in the Company's Electric Service Requirements Manual, and other specifications as otherwise provided by the Company. In the event Customer fails to comply with the foregoing, Customer shall be liable for the cost to the Company for relocating the facilities within a legal right-of-way, acquiring right-of-way for the Company facilities, repair or replacement of improperly installed conduit or foundations, and paying costs for damages that may arise to any third party as a result of the Company facilities being located outside of a legal right-of-way. The provisions of this paragraph 9 shall survive the termination of this agreement.

10. **Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for breach of warranty, defects in the Improvements, or installation of the Improvements shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of the Company

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

11. **Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule. In the

event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

- 12. Furnishing Information and Deposits.** Customer represents that all information it has furnished or shall furnish to Company in connection with this Contract shall be accurate and complete in all material respects. Company will base its decision with respect to credit, deposits, allowances or any other material matter on information furnished under this section by Customer. Should such information be inaccurate or incomplete, Company shall have the right to revoke or modify this Contract and/or its decision to reflect the determination Company would have made had Company received accurate and complete information. Company may request deposits, for the purpose of guaranteeing payment of electric service bills, as permitted under the Company's Washington Electric Service Rule No. 9.
- 13. Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Washington applicable to contracts executed in and to be wholly performed in Washington by persons domiciled in the State of Washington. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Commission, the Federal courts located within the State of Washington, or state courts of the State of Washington, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.
- 14. Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under the Company's policies and the Electric Service Rules, the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule.
- 15. Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Rules, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Rules, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.
- 16. Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the

collection or enforcement of any judgment or award entered or made in such suit or action.

17. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

**YAKIMA COUNTY**

By \_\_\_\_\_  
signature

\_\_\_\_\_  
NAME (type or print legibly) TITLE

\_\_\_\_\_  
DATE

Customer's Mailing Address for Executed Contract

Marcy Wingerter  
ATTENTION OF

18 E. Lincoln  
ADDRESS

Yakima, WA 98901  
CITY, STATE, ZIP

marcy.wingerter@co.yakima.wa.us  
EMAIL ADDRESS

**PACIFIC POWER**

By \_\_\_\_\_  
signature

Shane Sisson Manager  
NAME (type or print legibly) TITLE

\_\_\_\_\_  
DATE

Pacific Power's Mailing Address for Executed Contract

500 N Keys Rd.  
ADDRESS

Yakima, WA 98901  
CITY, STATE, ZIP

shane.sisson@PacifiCorp.com  
EMAIL ADDRESS

**BOARD OF YAKIMA COUNTY COMMISSIONERS  
AGREEMENT**

**Agreement Number**

BOCC Agreement

**001-2021**

Yakima County, WA

**BOARD OF COUNTY COMMISSIONERS**

---

Ron Anderson, Chairman

---

Amanda McKinney, Commissioner

---

LaDon Linde, Commissioner


**DATED: JAN 05 2021**

*Attest:*

---

Julie Lawrence, Clerk of the Board  
Linda Kay O'Hara, Deputy Clerk of the Board

**Approved as to Form:**

  
\_\_\_\_\_  
*Deputy Prosecuting Attorney*

# AGENDA REQUEST FORM

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

Prepared by:  
Gail Hall, Judy Kendall, Tammi Spencer

Department: Human Resources

Requested Agenda Date: 01/05/2021

Presenting: Jacqui Lindsay

Document Title:

*Board of County Commissioners Record Assigned*  
#  
**001-2021**

**APPROVED FOR AGENDA:**  
 Consent       Regular  
*Board of County Commissioners Determined*

**IN THE MATTER OF ADDITIONS/DELETIONS TO BUDGETED POSITIONS IN FUND 401 AND DEPARTMENTS 080 AND 440**

Action Requested: *Check Applicable Box*

PASS RESOLUTION       EXECUTE or AMEND AGREEMENT CONTRACT or GRANT  
 ISSUE PROCLAMATION     PASS ORDINANCE     OTHER \_\_\_\_\_

**Describe Fiscal Impact:**

Funding of the changes will be absorbed within the existing department budget levels for 2020 and 2021. The cost differences are as follows:  
Reclassification of Position No. 440-66: \$6,628.00 for 2020 and \$14,852.00 for 2021  
Reclassification of Position No. 080-14: \$335.00 for 2020 and \$3,570.00 for 2021  
Establishment of Position No. 401-49: \$7,090.00 for 2020 and \$83,840.00 for 2021

**Background Information:**

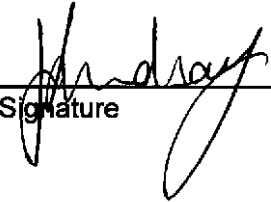
RE: Dept. 440 - Reclassification is needed as a result of the dissolution of the Consolidated Courts, in which the Court Director position was replaced with two directors, one for Superior Court and one for District Court. Since the Superior Court Director is a direct report to the Superior Court Judges, it was determined that the District Court Administrator shall be a direct report to the District Court Judges.  
RE: Dept. 080 - Reclassification was requested and reviewed by the Department Head, and is based on factoring in accordance with County policy.  
RE: Fund 401 - Establishment of the new position is based on the growth of the division and the need for additional leadership and oversight.

**Summary & Recommendation:**

HR recommends approval of the above.

**Motion:**

Department Head/ Elected Official

  
\_\_\_\_\_  
Signature

**AGREEMENT Attached Is Approved as to Form  
Corporate Counsel Initial**

\_\_\_\_\_  
*Late Agenda Requests Require BOCC Chairman Signature:*

**BOARD OF YAKIMA COUNTY COMMISSIONERS  
RESOLUTION**

**IN THE MATTER OF  
ADDITIONS/DELETIONS TO BUDGETED  
POSITIONS IN FUND 401 AND  
DEPARTMENTS 080 AND 440;**

**001-2021**

**WHEREAS**, the Board of Yakima County Commissioners has approved the request to reclassify Position No. 440-66, Senior Manager (D64/D71) to District Court Administrator (Direct Reports), in Department 440, District Court, effective August 1, 2020; **and**,

**WHEREAS**, the Board of Yakima County Commissioners has approved the request to establish Position No. 401-49, Road Maintenance Supervisor (C43), in Fund 401, Public Services, Solid Waste Division; and to reclassify Position No. 080-14, Financial Specialist (B21) to Program Representative (B23), in Department 080, Treasurer, effective December 1, 2020; **now, therefore**,

**BE IT HEREBY RESOLVED** by the Board of Yakima County Commissioners that the following positions be, and hereby are, added/deleted as follows:

<b>FUND/DEPT</b>	<b>POS#</b>	<b>FROM (TITLE)</b>	<b>RANGE</b>	<b>TO (TITLE)</b>	<b>RANGE</b>
440 District Court	440-66	Senior Manager	(D64/D71)	District Court Administrator	(Direct Reports)
401 PS-Solid Waste	401-49	New		Road Maintenance Supervisor	(C43)
080 Treasurer's Ofc.	080-14	Financial Specialist	(B21)	Program Representative	(B23)

**BE IT FURTHER RESOLVED** that the changes shall be effective on the dates indicated above and the Human Resources Department, County Auditor and other affected departments be, and hereby are, directed to implement the terms of this resolution.

**DONE** this 5<sup>th</sup> day of January 2021

*Attest:*

\_\_\_\_\_  
Ron Anderson, Chairman

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board *or*  
Linda Kay O'Hara, Deputy Clerk of the Board

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
LaDon Linde Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*



# AGENDA REQUEST FORM

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

Prepared by:  
Gail Hall, Judy Kendall, Tammi Spencer

Department: Human Resources

Requested Agenda Date: 01/05/2021

Presenting: Jacqui Lindsay

Document Title:

*Board of County Commissioners Record Assigned*  
# **002-2021**

**APPROVED FOR AGENDA:**  
 Consent       Regular  
*Board of County Commissioners Determined*

**IN THE MATTER OF UPDATING THE 2020 PAY PLAN FOR DIRECT REPORTS AND DEPARTMENT HEADS**

Action Requested: *Check Applicable Box*

PASS RESOLUTION       EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT  
 ISSUE PROCLAMATION    PASS ORDINANCE    OTHER \_\_\_\_\_

Describe Fiscal Impact:

Funding of the changes will be absorbed within the existing department budget levels for 2021.

Background Information:

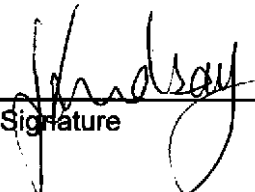
The Direct Reports Pay Plan includes the addition of the District Court Administrator position, and the removal of the Technology Services Director and the Clerk of the Board.

Summary & Recommendation:

HR recommends approval of the above.

Motion:

\_\_\_\_\_

Department Head/ Elected Official  
  
Signature

**AGREEMENT** Attached Is Approved as to Form  
Corporate Counsel Initial \_\_\_\_\_

*Late Agenda Requests Require BOCC Chairman Signature:*  
\_\_\_\_\_

**BOARD OF YAKIMA COUNTY COMMISSIONERS  
RESOLUTION**

**IN THE MATTER OF UPDATING THE  
2020 PAY PLAN FOR DIRECT REPORTS  
AND DEPARTMENT HEADS**

**002-2021**

**WHEREAS**, THE Board of Yakima County Commissioners has determined that it would be in the best interest of Yakima County to set the salary of positions that report directly to the Commissioners or County Judges; **and**,

**WHEREAS**, the 2020 Direct Reports Pay Plan should be updated and adopted to include the following changes: add District Court Administrator; remove Technology Services Director; remove Clerk of the Board; **and**,

**BE IT HEREBY RESOLVED** that, commencing December 1, 2020, the salaries of certain Directors of Yakima County be set as shown in Exhibit "A", which is attached hereto and incorporated herein by reference; **and**,

**BE IT FURTHER RESOLVED** that this resolution supersedes Resolution No. 132-2020 and is effective December 1, 2020; **and**,

**BE IT FURTHER RESOLVED** by the Board of Yakima County Commissioners that the Human Resources Department, County Auditor and other affected departments be and hereby are directed to implement the terms of this resolution.

**DONE** this 5<sup>th</sup> day of January 2021

*Attest:*

\_\_\_\_\_  
Ron Anderson, Chairman

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board *or*  
Linda Kay O'Hara, Deputy Clerk of the Board

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
LaDon Linde Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*

**YAKIMA COUNTY  
DIRECT REPORTS PAY PLAN  
EFFECTIVE: December 1, 2020**

<b>POSITION</b>	<b>MONTHLY SALARY</b>
<b>Financial Services Director</b>	<b>\$11,236</b>
<b>Department of Assigned Counsel Director</b>	<b>\$11,798</b>
<b>Department of Corrections Director</b>	<b>\$13,152</b>
<b>Human Resources Director</b>	<b>\$11,272</b>
<b>Public Services Director</b>	<b>\$10,300</b>
<b>Superior Court Administrator</b>	<b>\$10,556</b>
<b>District Court Administrator</b>	<b>\$9,205</b>
<b>Facilities Director</b>	<b>\$9,442</b>
<b>Director of Human Services</b>	<b>\$7,084</b>

Note: Add District Court Administrator

Note: Remove Technology Services Director

Note: Remove Clerk of the Board