



BOARD OF YAKIMA COUNTY COMMISSIONERS

Weekly Agenda Meeting

Tuesday, January 6, 2026, at 10:00 am

BOCC Basement Conference Room, Room 33B, 128 N 2nd Street, Yakima, WA 98901 or Zoom
IN PERSON OR VIRTUAL

Yakima County Welcomes You to Join Our Open Public Meeting In-Person or Virtually.

Meeting Link:

https://us06web.zoom.us/j/87695547762?pwd=9mnMCz3mrgX0_Eeza-OTmID_kxH0A.o2qEJ1jsNVa8A27t

Meeting Passcode: 698487

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

If you would like to speak during Public Comment, please raise your hand or if on Zoom type your name in the chat box and the Commissioner will call on you in order. Written communication and e-mail messages are encouraged and should be sent to the Clerk of the Board at least 24 hours prior to the meeting at

JULIE.LAWRENCE@CO.YAKIMA.WA.US.

4. CONSENT ITEMS

5. COMMISSIONER

A. 12.8.25 Work Session Minutes

Documents:

[12.8.25 WORK SESSION MINUTES.PDF](#)

B. 12.9.25 Regular Agenda Minutes

Documents:

[12.9.25 REGULAR AGENDA MINUTES.PDF](#)

C. 12.16.25 Regular Agenda Minutes

Documents:

[12.16.25 REGULAR AGENDA MINUTES.PDF](#)

6. COUNTY ROADS

A. Agreement 2-2026

Amendment #2 to Contract #1762 (BOCC Agreement 127-2024) with Stephen P. Soderstrom, dba Current Electric N.W., LLC, to Provide Countywide Electric Maintenance.

Fiscal Impact: \$0

Documents:

[BOCC 2-2026.PDF](#)

7. FACILITIES SERVICES

A. Resolution 1-2026

Accepting as Complete, the Yakima County Corrections Center Solar Project PW20025-B.

Fiscal Impact: See Attached.

Documents:

[1-2026.PDF](#)

B. Resolution 2-2026

Accepting as Complete, the Yakima County Juvenile Justice Center Solar Project PW20025-C.

Fiscal Impact: See Attached.

Documents:

[2-2026.PDF](#)

C. Resolution 3-2026

Accepting as Complete, the Yakima County Road Maintenance Shop & Construction Buildings Solar Project PW20025-F.

Fiscal Impact: See Attached.

Documents:

[3-2026.PDF](#)

D. Resolution 4-2026

Accepting as Complete, the Yakima County Resource Center Fire Panel Project PW20025-H.

Fiscal Impact: Yakima County Will Release Retainage in the Amount of \$3,813.47

Documents:

[4-2026.PDF](#)

8. FINANCIAL SERVICES

A. Agreement 4-2026

Interlocal Governmental Agreement between Yakima Health District and Yakima County.

Fiscal Impact: Approximately \$110,000 in Revenue Annually

Documents:

[BOCC 4-2026.PDF](#)

9. HUMAN RESOURCES

A. Resolution 5-2026

Additions/Deletions to Budgeted Positions in Department 220 (Sheriff's Office).

Fiscal Impact: Position Change Requests are Based on the Budgeting and Staffing Needs of the Respective Departments.

Documents:

[5-2026.PDF](#)

B. Agreement 1-2026

2025-2026 Memorandum of Agreement between Board of County Commissioners of Yakima County, the Yakima County Sheriff and Yakima County Sheriff's Office Non-Commissioned Officers Guild Representing Records, Finance, Evidence & Forensics, and Animal Control Employees.

Fiscal Impact: See Attached.

Documents:

[BOCC 1-2026.PDF](#)

10. HUMAN SERVICES

A. Resolution 6-2026

Awarding Mental Health Sales Tax Funds to Yakima County Internal Departments for Calendar Year Ending 2026.

Fiscal Impact: \$1,884,334

Documents:

[6-2026.PDF](#)

B. Resolution 7-2026

Awarding Yakima County DOC, Probation, and Drug Court Service Request for Proposals Funds for Calendar Year Ending 2026 and Calendar Year Ending 2027.

Fiscal Impact: \$1,818,386

Documents:

[7-2026.PDF](#)

C. Resolution 8-2026

Awarding Yakima County Behavioral Health and Substance Use Disorder Request for Proposals Funds for Calendar Year 2026 and Calendar Year 2027.

Fiscal Impact: \$7,263,113

Documents:

[8-2026.PDF](#)

11. PUBLIC SERVICES

A. Resolution 9-2026

Adopting the Yakima County Stormwater Management Utility Assessment Roll for the Year 2026.

Fiscal Impact: \$586,563.25 To Be Collected

Documents:

[9-2026.PDF](#)

B. Resolution 10-2026

Authorizing the Public Services Water Resources Manager to Electronically Sign the Department of Energy Grant for the Biennial Stormwater Capacity Grant Project.

Fiscal Impact: \$120,000 from the Department of Ecology to Manage NPDES Permit

Documents:

[10-2026.PDF](#)

C. Resolution 11-2026

Authorizing the Public Services Solid Waste Division to Round Cash Disposal Transactions to the Nearest \$0.05.

Fiscal Impact: \$0

Documents:

[11-2026.PDF](#)

D. Agreement 3-2026

Amendment #3 to Contract #C24001-P (BOCC Agreement 236-2024) with Stephen P. Soderstrom, dba Current Electric N.W., LLC, for Unit Electrical Services for Public Services & ER&R.

Fiscal Impact: \$0

Documents:

[BOCC 3-2026.PDF](#)

12. NEW BUSINESS

13. ADJOURN

All regular agenda meetings are recorded and will be available to view on the BOCC website at <https://www.yakimacounty.us/AgendaCenter/Board-of-Commissioners-2>.



BOARD OF YAKIMA COUNTY COMMISSIONERS

Regular Meeting

Work Session

Monday, December 8, 2025, at 9:00 am

BOCC Conference Room, Room 232, 128 N 2nd Street, Yakima, WA 98901 or Zoom

12/8/2025 - Minutes

1. CALL TO ORDER

Meeting Called to Order at 9:00 a.m.

PRESENT: Chair Kyle Curtis, Commissioner LaDon Linde, Commissioner Amanda McKinney, Legal Counsel Dan Clark, Legal Counsel Stefanie Weigand, Clerk of the Board Julie Lawrence, Deputy Clerk of the Board Erin Franklin, Human Resources Director Judy Kendall, Human Resources Senior Manager Mayling Chin, Human Services Director Esther Magasis, Human Services Program Coordinator Melissa Holm, Superior Court Administrator Jessica Humphreys, Department of Corrections Director Jeremy Welch, Human Services Data & Finance Specialist Lance Larsen, and guests.

2. PUBLIC COMMENT

(The Board reopened public comment during the Human Services discussion to allow for this comment.) Chon Marquez of Rod's House spoke regarding the Behavioral Health and Substance Use Disorder RFP. Staff had missed the deadline to apply, and he shared his concerns about the potential impacts on youth and young adults. (The Board closed public comment again.)

(After the Human Services discussion, the Commissioners addressed the comment from Rod's House.) Commissioner McKinney explained that Corporate Counsel has advised that Yakima County not make exceptions to RFP deadlines, because if the County does not abide by the law, the grants it passes along could be put in jeopardy. While it is terrible that Rod's House's program could be at risk, other programs could be put at risk if Yakima County does not follow proper procedure. Esther noted that other entities have missed the deadline in the past and have endeavored not to do so in the future, as an exception was not made for them, either. Commissioners Linde and Curtis expressed their sympathy but concurred that it is important for the County to stay consistent and remain fair and equitable.

3. EXECUTIVE SESSION #1 (30 Minutes)

The Board met in executive session for 15 minutes from 9:01 a.m. to 9:16 a.m. to discuss litigation or legal risks of a proposed action or current practice as allowed by RCW 42.30.110(1)(i)(iii). The Board returned at 9:16 a.m. and no further action was taken.

4. HUMAN RESROUCES (60 Minutes)

Action Memos: Judy Kendall stated that HR had no new action memos to present.

Yakima County Salary Task Force Recommendations to Board of Yakima County Commissioners for 2026 Salary Survey and Policy Update: Judy Kendall explained how the salary task force identified which comparable agencies to select and what benchmarks to use for the survey. Their recommendation of comparable agencies to the Board includes Benton County, Union Gap, the City of Yakima, Skagit County, the State of Washington, and Benton County PUD. Judy shared an extensive list of job types to be included in the survey, spanning various job

families/profiles, classifications, and paygrades. A full survey will be conducted every four years, with an annual soft touch of comparable counties.

Draft Changes to Classification and Compensation Policy: Judy gave the Board an overview of proposed updates to this policy, explaining that some of the information from the 2026 Salary Survey and Policy has been included. An older version of the Classification and Compensation Policy had previously been left attached as an appendix during the last update, for reference and to help build trust. That older version is no longer included in the new version being proposed. Judy, the Board, and Stefanie Weigand briefly discussed the reclassification process outlined in the policy, and the difficulty of trying to find the right balance between rigidness and nimbleness. The Board directed Judy to move forward on these policy updates and the salary survey.

5. HUMAN SERVICES (2 Hours)

2025 Yakima County DOC, Probation, and Drug Court Services Request for Proposal Award Consideration and Determination: Jeremy Welch briefly spoke on the DOC Medication Assisted Treatment Services offered in partnership with Comprehensive Healthcare, sharing data on recidivism rates. The Board agreed they would like to move forward with this program. Jessica Humphreys briefly spoke on the Drug Court Behavior Health Treatment and Coordination Services, sharing data on recidivism rates. Comprehensive Healthcare and Valley Health and Counseling each applied to the RFP, and the Commissioners requested budget breakdowns and project summaries from Jessica for each application. District Court Administrator Lorena Delviento was not present to speak on the Probation Behavioral Health Treatment Services, and once again, both Comprehensive Healthcare and Valley Health and Counseling applied to the RFP. Esther confirmed that she will follow up with District Court to button up the Board's final questions. The Board directed Julie Lawrence to add a follow-up discussion on this topic to next Monday's Work Session.

2025 Behavioral Health and Substance Use Disorder Request for Proposal Award Consideration and Determination: Esther Magasis and Melissa Holm explained that this RFP utilizes funding from Mental Health Sales Tax and Opioid Settlement Funds, and providers could apply accordingly. The Board observed many new applicants for this RFP and asked Melissa to highlight which programs are new, expanded, or continued. Melissa reviewed the scoring committee members and scoring rubric before giving a brief overview of each application, beginning with the MHST programs and then the OSF programs. The Board discussed each application and asked clarifying questions. Esther and Melissa confirmed that they will follow up on the Board's questions at next Monday's Work Session.

6. DISCUSSION ON PROPOSED BOCC LETTER TO STATE/LEGISLATURE/COMMERCE BE INCLUDED IN 5-YEAR HOMELESS HOUSING STRATEGIC PLAN (5 Minutes) - Commissioner Curtis

Commissioner Curtis suggested sending an open letter to the state along with the 5-Year Homeless Housing Strategic Plan. His goal is to help the state understand the limits of the plan due to the negative effects of state policies. The Commissioners concurred with the purpose, message, and tone of the draft letter and agreed to sign and send it in conjunction with the 5-Year Homeless Housing Strategic Plan. Commissioner Linde shared some additional comments to be included, and the Board briefly discussed state policies that result in making housing less affordable.

7. EXECUTIVE SESSION #2 (30 Minutes)

The Board met in executive session for 31 minutes from 11:49 a.m. to 12:20 p.m. to review the performance of a public employee as allowed by RCW 42.30.110(1)(g). The Board returned at 12:20 p.m. and no further action was taken.

8. COMMISSIONER UPDATES/ GENERAL DISCUSSION

Due to time constraints, the Commissioners did not discuss any updates.

9. NEW BUSINESS

No New Business.

10. ADJOURN

Commissioner Curtis MOTION: To Adjourn

Commissioner McKinney SECOND

Motion Passes to Adjourn. Meeting Adjourned at 12:21 p.m.

All work sessions are recorded and will be available to view on the BOCC website at
<https://www.yakimacounty.us/AgendaCenter/Board-of-Commissioners-2>.

APPROVED DATE

DATE/Minutes

JAN 06 2026

BOARD OF YAKIMA COUNTY COMMISSIONERS

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

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

Attest:

Julie Lawrence, Clerk of the Board or
Erin Franklin, Deputy Clerk of the Board



BOARD OF YAKIMA COUNTY COMMISSIONERS

Weekly Agenda Meeting

Tuesday, December 9, 2025, at 10:00 am

BOCC Basement Conference Room, Room 33B, 128 N 2nd Street, Yakima, WA 98901 or Zoom
IN PERSON OR VIRTUAL

12/9/2025 - Minutes

1. CALL TO ORDER

Meeting Called to Order at 10:00 a.m. 10:02 a.m. (due to technical difficulties)

PRESENT: Chair Kyle Curtis, Commissioner LaDon Linde, Commissioner Amanda McKinney, Legal Counsel Stefanie Weigand, Clerk of the Board Julie Lawrence, Deputy Clerk of the Board Erin Franklin, Human Services Director Esther Magasis, Keith Wolf (Yakima County Planning), Olivia Story (Yakima County Planning), Aaron Cohen (Yakima County Planning), Financial Services Director Brian Carlson, and guests.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

Rick Glenn (City of Yakima Councilman and President of the Yakima Valley Landlords Association) spoke on the challenges posed by state regulations in favor of tenants over landlords, resulting in fewer landlords being willing to take a risk on tenants without a perfect credit record, resulting in fewer options for affordable housing. He noted that drugs are one of the biggest factors in homelessness and expressed his frustration that the state seems to be fighting the federal government's efforts to reduce drug availability.

Sal Leone (Roza Hill Vineyard) repeated his past comments about the types of structures that can be used for accommodations for ATO's under the proposed new agritourism ordinance. He would like to see pre-manufactured buildings included alongside stick-built structures, RV's, and membrane structures. He also sent the Board an email to this end.

4. CONSENT ITEMS

Commissioner McKinney MOTION: To Approve Consent Agenda

Commissioner Linde SECOND

Approved Unanimously.

Commissioner Linde gave a reminder that all BOCC meetings are open to the public and can be attended both in-person or virtually. All meetings are recorded, and the meeting links and recordings can be found on the BOCC webpage.

5. AUDITOR

A. Accounts Payable Warrant Approval

Issue Date 11.26.25

6. COUNTY ROADS

A. Agreement 363-2025

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement with HLA for the Terrace Heights Drive Widening Project.

Fiscal Impact: Maximum Amount Payable is \$39,900

7. HUMAN SERVICES

A. Agreement 355-2025

Modification #1 to the Lighthouse 2026 Shelter Contract to Increase Funding Amount.

Fiscal Impact: \$12,169 in Grant Funding

B. Agreement 356-2025

Modification #2 to the Grace City Outreach/Camp Hope 2026 Street Outreach Contract to Increase Funding Amount.

Fiscal Impact: \$11,897 in Grant Funding

C. Agreement 357-2025

Modification #1 to the Rod's House 2026 Rental Assistance Contract to Increase Funding Amount.

Fiscal Impact: \$40,563 in Grant Funding

D. Agreement 358-2025

Modification #3 to the Justice Housing Yakima 2026 Permanent Supportive Housing Contract to Increase Funding Amount.

Fiscal Impact: \$25,047 in Grant Funding

E. Agreement 359-2025

Modification #2 to the Union Gospel Mission 2026 Emergency Shelter Contract to Increase Funding Amount.

Fiscal Impact: \$174,643 in Grant Funding

F. Agreement 360-2025

Modification #2 to the Rod's House 2026 Emergency Shelter Contract to Increase Funding Amount.

Fiscal Impact: \$28,394 in Grant Funding

G. Agreement 361-2025

Modification #1 to the Rod's House 2026 Coordinated Entry Contract to Increase Funding Amount.

Fiscal Impact: \$7,362 in Grant Funding

8. REGULAR AGENDA

A. Accounts Payable Warrant Approval - KBT Distributing, Wolf Den, Cougar Den

Issue Date: 11.26.25

Commissioner McKinney MOTION: To Approve This Accounts Payable Warrant

Commissioner Linde SECOND

Motion Passes: 2 In Favor (Commissioner Linde and Commissioner McKinney); 1 Abstained (Commissioner Curtis).

B. Accounts Payable Warrant Approval - McKinney Glass

Issue Date: 11.26.25

Commissioner Linde MOTION: To Approve This Accounts Payable Warrant

Commissioner Curtis SECOND

Motion Passes: 2 in Favor (Commissioner Curtis and Commissioner Linde); 1 Abstained (Commissioner McKinney).

C. Agreement 362-2025

Mount Adams School District 2026 Street Outreach Contract.

Fiscal Impact: \$34,738 in Grant Funding

Commissioner Linde MOTION: To Approve Agreement 362-2025

Commissioner Curtis SECOND

Motion Passes Unanimously.

Commissioner McKinney acknowledged that this will fulfill an important need, but disagrees with the decision to expand funding to schools. She believes that community organizations should be focused on helping the community and schools should be focused on education – particularly as test scores continue to nosedive in Washington State.

D. Ordinance 4-2025

Considering Amendments to Yakima County Development Regulations, YCC Title 19 Unified Land Development Code, and YCC Title 8 Public Peace, Safety and Morals. (Agritourism)

Fiscal Impact: \$0

Commissioner McKinney stated that she would like to amend the proposed ordinance to include verbiage about "prefabricated units" for clarity's sake, after discussions with both Sal Leone and Planning Official Thomas "Tommy" Carroll.

Commissioner McKinney MOTION: To Approve Amendment to Proposed Ordinance 4-2025

Commissioner Curtis SECOND

Motion Passes Unanimously.

Commissioner McKinney MOTION: To Approve Ordinance 4-2025

Commissioner Curtis SECOND

Motion Passes: 2 in Favor (Commissioner Curtis and Commissioner McKinney); 1 Opposed (Commissioner Linde).

Commissioner McKinney expressed her excitement over passing this ordinance after more than three years of work. She thanked all those involved – both staff and community stakeholders – and observed that this

ordinance will help ag producers stay profitable, which will in turn benefit our local economy. Commissioner Curtis concurred, noting that he used to be on the Planning Commission (prior to joining the BOCC) working on this project. He added that while the ordinance is not perfect, it is much-needed by our industry and stakeholders. Commissioner Linde stated that as a former farmer, he appreciates how this ordinance preserves and advocates for agriculture. While he believes the code needs to be updated, he is not comfortable with this ordinance in its current form.

9. PUBLIC HEARING

A. Public Hearing #1

Closed Record Public Hearing to Consider the Hearing Examiner's Recommendation for Perez Minor Rezone (ZON2025-00001).

Presenting: Public Services - Planning Division

Aaron Cohen (with the help of Keith Wolf) explained that single family residences aren't allowed in the R-3 zoning district, so the applicants chose to go through the minor rezone process for the parcel in question and submit an application for the R-2 zoning district. The underlying land use designation of Urban Residential will not change. Aaron showed various maps of the area and discussed the review criteria for the application. Both the Planning Division and the Hearing Examiner recommend approval. If the Board approves the minor rezone, the applicant's building permit will be able to move forward after the requisite appeal period.

Public Comment: Bill Hordan spoke in support of the project, noting that there was no opposition voiced during previous public hearings with hearing examiner. He added that the property owners have spent a lot of time and money this project, and he requested that the BOCC direct Planning staff to review Yakima County Code Title 15 and Title 19 regarding single family residences in the R-3 zoning district, based on the property owners' situation.

Commissioner Comment: None.

Commissioner Linde MOTION: To Move This Item to Resolution at a Future Agenda

Commissioner McKinney SECOND

Motion Passes Unanimously.

B. Public Hearing #2

Public Hearing to Consider the Recommendations of the Yakima County Planning Commission for the Urban Growth Area (UGA) Boundaries for the Cities of Grandview, Union Gap, Selah, and Tieton.

Presenting: Public Services - Planning Division

Aaron Cohen and Olivia Story shared relevant maps and information on future growth, community facilities, land capacity, and development patterns for Grandview, Union Gap, Tieton, and Selah. Grandview can accommodate about 115 years of growth. Planning staff and the Planning Commission recommend one change of land-use and zoning designation for a particular piece of property, from R-1 Urban Residential to N-1 Urban Industrial, as proposed by the property owner.

Union Gap can accommodate about 44 years of growth. Planning staff and the Planning Commission recommend one change of land-use and zoning designation for a particular piece of property from Urban Residential to Urban Tribal, due to a recent change in state law. The Yakama Nation has been notified but has not yet made comment. Planning staff also amended their original recommendation to remove another piece of property from the UGA, instead recommending to keep it in the UGA based on conversations with the city and the property owner.

Tieton can accommodate about 98 years of growth. Planning staff and the Planning Commission recommend correcting a historical error by updating the land-use and zoning designation from R-10/5 Rural Self Sufficient to R-2 Urban Residential based on city and property owner feedback.

Selah can accommodate 80 years of projected growth, so Planning staff and the Planning Commission recommend no change to the UGA.

Public Comment:

Keelan Naasz (Yakima Valley Conference of Governments) spoke in support of the Planning Commission's recommendations for Grandview and Tieton.

Byron Gumz (YVCOG) spoke in support of the Planning Commission's recommendation for Union Gap.

Commissioner Comment:

Commissioner McKinney MOTION: To Move Forward to Resolution at a Future Agenda the Four Cities Discussed During Today's Public Hearing According to the Planning Commission's Recommendation

Commissioner Linde SECOND

Motion Passes Unanimously.

Commissioner Linde MOTION: To Move Forward to Resolution at a Future Agenda All Cities Previously Discussed at Public Hearings According to the Planning Commission's Recommendation

Commissioner McKinney SECOND

Motion Passes Unanimously.

C. Public Hearing #3

Public Hearing for the Review and Adoption of the Yakima County Five-Year Homeless Housing Strategic Plan.

Presenting: Yakima County Human Services Department

Esther provided background information on the process and timeline for developing this strategic plan, including various meetings and outreach efforts from February up to now. Data and community feedback were used to develop objectives, goals, strategies, and measurable outcomes. Esther thanked the Yakima County Homeless Coalition 2025 Executive Committee members and strategic session participants from behavioral health, community, education, for-profit business, government, healthcare/public health, homeless services, housing developers, lived experience, and public safety stakeholder sectors. She also thanked the Data Committee, the Lived Experience Advisory Committee, and Yakima County Planning staff. Esther proceeded to discuss in greater detail the state and local objectives that are reflected in the strategic plan, including a note on Objective #8. Finally, she highlighted current performance in meeting these goals – progress that has been made even prior to plan adoption.

Public Comment:

Natalie McClendon (online) asked how this plan improves on the last one and whether the Trump Administration's policy about "treatment first" instead of "housing first" will affect the plan. Commissioner Curtis offered to follow up after the meeting.

Trevor Martin (in person), City of Yakima Planning Manager and Vice Chair of the Yakima County Homeless Coalition, spoke in support of the strategic plan, complimenting how well it addresses the granular nuance of the issues.

Rick Glenn (in person), City of Yakima Councilman and President of the Yakima Valley Landlords Association, expounded on his previous comments regarding the challenges posed by state regulations in favor of tenants over landlords. In terms of homelessness, he contended that it is impossible to help people who don't want help, whereas people who truly want to utilize services to get back on track typically do.

Jenece Howe (in person) shared that she has been involved in nearly all of the strategic planning meetings. She works for the Yakama Nation's Village of Hope, and she noted that the funding for the winter shelter has saved lives and helped get people connected to the services they need. She noted that her organization has

been working on getting training to add their data to the HMIS system for more comprehensive reporting and meaningful outcomes.

Chon Marquez (in person), Executive Director of Rod's House, spoke in support of the strategic plan. He noted that it is important to execute the plan by building rapport with people rather than trying to force them into treatment. He encouraged the BOCC to focus its funding on grassroots community organizations that know the community and the residents – particularly organizations with supportive housing that includes wraparound services.

Jamie Flick (in person), Director of Clinical Education for the School of Occupational Therapy at Pacific Northwest University, spoke in support of the strategic plan. She noted she would send a more detailed email to the Board proposing to expand Objective #2 and offering her organization as a responsible party and resource.

David Hacker (in person), priest at St. Michael's Episcopal Mission and member of several other community organizations, complimented the very comprehensive work and community engagement that has been done on this strategic plan. He noted that St. Michael's is deeply committed to being part of the plan's implementation and working toward a solution.

Tom Silva (online), board member of Generating Hope, asked if there are any plans in place for resources to carry out the goals in the plan – particularly addressing drug and alcohol addiction. Commissioner Curtis stated that he would follow up after the meeting.

Commissioner Comment:

Commissioner Linde expressed his appreciation for everyone's time and work on this plan, including the community feedback. He noted that while resources are always an ongoing question, one important change in this plan is the greater emphasis on measuring results. The Board is also looking at sending a letter to the state regarding how its policies (e.g. landlord/tenant relationships, etc.) prevent meaningful progress on this issue. Commissioner McKinney concurred, observing that the Obama Administration's "housing first" policy didn't work and only exacerbated the issue. She highlighted the importance of responsibility and accountability. Commissioner Curtis expressed his thanks to the BOCC for appointing him to the Yakima County Homeless Coalition. He highlighted three things he would like the public to know about the strategic plan. 1) This is a community plan, and so much time and work was put into this plan by the whole community. 2) The plan is very strategic with clear, measurable objectives. 3) His commitment to the community is that this plan will be a living and breathing plan that doesn't just get "shelved". Changes will be made to the response system and to the plan as community needs change. ClearGov (a transparency tool) will be utilized in order to share monthly progress updates on the County's website, and the Homeless Coalition's Executive Committee will help ensure that implementation occurs. Finally, he thanked everyone who contributed to the development of the strategic plan.

Commissioner Linde MOTION: To Move This Item to Resolution at a Future Agenda

Commissioner McKinney SECOND

Motion Passes Unanimously.

10. BUDGET DISCUSSION (30 Minutes) - Brian Carlson, Financial Services Director

Brian began his presentation by highlighting next steps for 2026, including resolutions for the adoption of the 2026 budget and the amendment of the 2025 budget on December 23rd (rather than the 16th, as was previously stated). A public hearing for a Facilities Capital Improvement Plan (CIP) will also be held on the 23rd. Brian then turned to budget long-game, reviewing structural deficit, fund balance, interest sweep, inflationary expense "drift", and personnel vacancies. Management tactics (the "algorithm", mandatory vs. elective functions, and management incentives) will also begin coming into play in 2026; Commissioner Linde echoed the need for this. Brian also noted the interconnectedness of financial and strategic plans and shared a draft table outlining components of both, with tasks beginning now and running through the end of 2026. While the table is not complete, Brian stated that it offers a pretty comprehensive view of what needs to be accomplished.

Commissioner Linde expressed his appreciation for Brian's work and acknowledged the hard work and structural changes ahead, as there is not an unlimited supply of funding "buckets" from which to draw, and the County should be willing to evaluate its own spending. Commissioner Curtis complimented Brian's tangible action items. He advocated for a review of all programs being funded in order to determine whether they are effective and worth

funding. Commissioner McKinney echoed this, noting that unfortunately, some of this work is often mandated but not funded, like the jail. She further expressed her concerns about liability and public defense being out of control, and taxpayer dollars not being put toward the needs of law-abiding citizens due to the state's misguided policies and priorities.

11. NEW BUSINESS

(This item was moved to the top of the agenda, immediately after the Pledge of Allegiance.) Commissioner Curtis explained that a resolution has been submitted by the Office of Emergency Management in the matter of the declaration of a flood emergency.

Commissioner McKinney MOTION: To Approve Resolution 310-2025

Commissioner Linde SECOND

Motion Passes Unanimously.

At the end of the meeting, Commissioner McKinney thanked Tony Miller, Nicole Parpart, and all first responders for their help during the current flood disaster. She urged the public to be careful in affected areas and pay close attention to emergency alerts.

12. ADJOURN

Commissioner Linde MOTION: To Adjourn

Commissioner McKinney SECOND

Motion Passes to Adjourn. Meeting Adjourned at 11:38 a.m.

All regular agenda meetings are recorded and will be available to view on the BOCC website at <https://www.yakimacounty.us/AgendaCenter/Board-of-Commissioners-2>.

APPROVED DATE

DATE/Minutes JAN 06 2026

BOARD OF YAKIMA COUNTY COMMISSIONERS

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

Attest:

Julie Lawrence, Clerk of the Board or
Erin Franklin, Deputy Clerk of the Board



BOARD OF YAKIMA COUNTY COMMISSIONERS

Weekly Agenda Meeting

Tuesday, December 16, 2025, at 10:00 am

BOCC Basement Conference Room, Room 33B, 128 N 2nd Street, Yakima, WA 98901 or Zoom
IN PERSON OR VIRTUAL

12/16/2025 - Minutes

1. CALL TO ORDER

Meeting Called to Order at 10:00 a.m.

PRESENT: Chair Kyle Curtis, Commissioner LaDon Linde, Commissioner Amanda McKinney, Legal Counsel Stefanie Weigand, Clerk of the Board Julie Lawrence, Deputy Clerk of the Board Erin Franklin, Olivia Story (Yakima County Planning), Aaron Cohen (Yakima County Planning), County Engineer Matt Pietrusiewicz, Financial Services Director Brian Carlson, and guests.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

Nathan Krebbs (East Selah), a local farmer, advocated for the creation of another water reservoir to help address ongoing water issues. He also spoke about his desire to expand his work with a Dungeons and Dragons community program for kids and families through Yakima Valley Regional Library.

4. CONSENT ITEMS

Commissioner McKinney MOTION: To Approve Consent Agenda

Commissioner Linde SECOND

Approved Unanimously.

Commissioner Linde gave a reminder that all BOCC meetings are open to the public and can be attended both in-person or virtually. All meetings are recorded, and the meeting links and recordings can be found on the BOCC webpage.

5. COMMISSIONER

- A. 10.6.25 Work Session Minutes
- B. 10.7.25 Special Agenda Minutes
- C. 10.9.25 Work Session Minutes
- D. 11.13.25 Work Session Minutes
- E. 11.25.25 Regular Agenda Minutes

F. 12.1.25 Work Session Minutes

G. 12.2.25 Regular Agenda Minutes

H. 12.4.25 Work Session Minutes

I. Resolution 311-2025

Reorganizing the Board of Yakima County Commissioners and Selecting a Chair of the Board.

Fiscal Impact: \$0

J. Resolution 312-2025

Amending the Appointments of Yakima County Commissioners to Certain Boards.

Fiscal Impact: \$0

K. Resolution 313-2025

Appointing Members to the Yakima County Board of Equalization.

Fiscal Impact: \$0

L. Resolution 314-2025

Appointing Dr. Jennifer Maxwell to the Yakima Health District Board of Health.

Fiscal Impact: \$0

6. COUNTY ROADS

A. Resolution 300-2025

Adopting the Yakima County 2026 Road Construction Program, as Required by W.A.C. 136-16 and the 2026 ER&R Equipment Replacement List.

Fiscal Impact: \$0

7. FACILITIES SERVICES

A. Resolution 308-2025

Accepting as Complete, the Yakima County Sheriff's Office Precinct 3 Solar Project.

Fiscal Impact: \$0

8. FINANCIAL SERVICES

A. Resolution 301-2025

Approving Amendments to the 2026 Property Tax Levies.

Fiscal Impact: See Attached

B. Agreement 371-2025

Professional Services Agreement with Gordon Thomas Honeywell Government Relations to Provide State Economic Development Lobbying and Related Consulting.

Fiscal Impact: \$54,888 Annually, Plus Expenses Not to Exceed \$2,500 Annually

C. Agreement 372-2025

Professional Services Agreement with Gordon Thomas Honeywell Government Relations to Provide State General Government Lobbying and Related Consulting.

Fiscal Impact: \$6,924 Annually, Plus Expenses Not to Exceed \$3,500 Annually

9. HUMAN RESOURCES

A. Resolution 302-2025

Adopting a 2026 Pay Plan and Employer Medical Contribution for Non-Represented Attorneys for Yakima County.

Fiscal Impact: See Attached

B. Resolution 303-2025

Adopting a 2026 Pay Plan and Employer Medical Contribution for Non-Represented Employees for Yakima County.

Fiscal Impact: See Attached

C. Resolution 304-2025

Adopting a 2026 Pay Plan and Employer Medical Contribution for Information Technology Management Employees for Yakima County.

Fiscal Impact: See Attached

D. Resolution 305-2025

Adopting a 2026 Pay Plan and Employer Medical Contribution for Engineering Management Employees for Yakima County.

Fiscal Impact: See Attached

E. Resolution 306-2025

Adopting a 2026 Pay Plan and Employer Medical Contribution for Certain Direct Reports.

Fiscal Impact: See Attached

F. Resolution 307-2025

Adopting a 2026 Pay Plan and Employer Medical Contribution for Certain Elected Officials.

Fiscal Impact: See Attached

10. HUMAN SERVICES

A. Resolution 309-2025

Awarding 2025 Medical Detoxification Services Request for Proposal to Triumph Treatment Services.

Fiscal Impact: \$6,000,000

B. Agreement 365-2025

Modification #1 to the Generating Hope 2026 Outreach Contract to Increase the Funding Amount.

Fiscal Impact: \$2,280

C. Agreement 366-2025

Modification #2 to the Generating Hope 2026 Shelter Contract to Increase the Funding Amount.

Fiscal Impact: \$24,338

D. Agreement 367-2025

Modification #2 to the Yakama Nation 2026 Extreme Winter Weather Contract to Increase the Funding Amount.

Fiscal Impact: \$81,125

E. Agreement 368-2025

Modification #1 to the Rod's House 2026 Outreach Contract to Increase the Funding Amount.

Fiscal Impact: \$4,417

F. Agreement 369-2025

Modification #1 to the Catholic Charities of Yakima 2026 Rental Assistance Contract to Increase the Funding Amount.

Fiscal Impact: \$40,563

G. Agreement 370-2025

Modification #1 to the Triumph Treatment Services 2026 Shelter Contract to Increase the Funding Amount.

Fiscal Impact: \$40,563

11. REGULAR AGENDA

A. Agreement 364-2025

Agreement with the State of Washington Transportation Improvement Board (TIB) for Funding to Construct the W. Powerhouse Road Improvement Project.

Fiscal Impact: \$515,847 of County Roads Funds

Matt Pietrusiewicz provided an overview of the W. Powerhouse Road improvement project, sharing maps and photos of the area and describing how new roundabouts will be constructed to prevent further backups onto the highway. The state also intends to add lanes for acceleration and deceleration. The project will cost \$3.5 million, with \$2 million being granted from the state, \$1 million from the federal government, and \$500,000 in local funds.

Commissioner Linde MOTION: To Approve Agreement 364-2025

Commissioner McKinney SECOND

Motion Passes Unanimously.

12. PUBLIC HEARING

A. Public Hearing To Consider The Recommendations Of The Yakima County Planning Commission For The Urban Growth Area (UGA) Boundaries For The City Of Yakima.

Presenting: Aaron Cohen, Yakima County Planning

Aaron Cohen and Olivia Story shared relevant maps and information on future growth, community facilities, land capacity, and development patterns for Yakima. Yakima can accommodate about 78 years of growth, so Planning staff and the Planning Commission recommend no change to the UGA.

Public Comment: No Public Comment Received.

Commissioner Comment: The Board thanked Planning staff for all their hard work, and Commissioner McKinney highlighted the many state-mandated projects such as this that Planning staff works on in addition to local projects.

Commissioner Linde MOTION: To Move Forward to Resolution at a Future Agenda All Cities Discussed Today and Previously at Public Hearings According to the Planning Commission's Recommendation

Commissioner McKinney SECOND

Motion Passes Unanimously.

13. PRESENTATION

A. BUDGET DISCUSSION (30 Minutes) - Brian Carlson, Financial Services Director

Brian began his presentation by highlighting next steps for 2026, including resolutions for the adoption of the 2026 budget and the amendment of the 2025 budget on December 23rd. A public hearing for a Facilities Capital Improvement Plan (CIP) will also be held on the 23rd. The corresponding resolution will appear on an agenda in January, and a formal budget amendment will likely not be required. Brian then discussed the current budget "punch list", including requests from the Sheriff's Office for a new Axon contract and mobile crime lab; "interest sweep" (findings will be presented December 23rd); BOCC items including July 4th fireworks and other 250th anniversary programming; and a "Budget in Brief" booklet (hopefully finalized mid-January in a more leveraged format condensed for analytical clarity). Finally, Brian shared a few of his long-game observations. He discussed concurrent planning for development of the strategic plan and a multi-year financial plan. He addressed the ongoing evaluation of mandatory vs. elective functions, best practices, and the "algorithm". Lastly, he gave a "field report" of how the budget process is going. While there are differences in his approach vs. past approaches, the goal is to take steps to avoid the "algorithm" (i.e. prorated cuts across all departments).

In response to Brian's presentation, Commissioner McKinney gave an update on 4th of July and 250th anniversary festivities, noting that the Fair Board does not have the necessary funding or resources for these events, nor is the state offering any. However, there are robust opportunities for partnership with outside entities. She suggested that potential celebrations might not all take place on the 4th of July.

14. NEW BUSINESS

Commissioner McKinney shared that Naches Fire Chief Baird intends to begin raising awareness on the need for a cohesive wilderness rescue plan in conjunction with Yakima County's wildfire plan update. Commissioner Curtis stated that he will pass this information along to Nicole Parpart with the Office of Emergency Management.

Commissioner Curtis shared his updated draft letter to the state that he would like to send in conjunction with the 5-Year Homeless Housing Strategic Plan, which the Board will consider for adoption next Tuesday. This open letter is addressed to Governor Bob Ferguson, Washington State legislators, and the Department of Commerce. Commissioner McKinney expressed her appreciation that Commissioner Curtis recognized the need for this letter. She observed that the Board has a front row seat to the negative impacts of state laws and policies on Yakima County. Commissioner Linde expressed his hope that the state might listen to the detailed points in the letter.

Commissioner McKinney MOTION: To Sign and Send This Letter

Commissioner Linde SECOND

Motion Passes Unanimously

15. ADJOURN

Commissioner McKinney MOTION: To Adjourn

Commissioner Linde SECOND

Motion Passes to Adjourn. Meeting Adjourned at 10:46 a.m.

All regular agenda meetings are recorded and will be available to view on the BOCC website at <https://www.yakimacounty.us/AgendaCenter/Board-of-Commissioners-2>.

APPROVED DATE

DATE/Minutes

JAN 06 2026

BOARD OF YAKIMA COUNTY COMMISSIONERS

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

Attest:

Julie Lawrence, Clerk of the Board or
Erin Franklin, Deputy Clerk of the Board



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.

Prepared by: Tomy Flores

Department: County Road

Requested Agenda Date: 1/6/2026

Presenting: Matt Pietrusiewicz

Board of County Commissioners Record Assigned

#

BOCC Agreement

0 0 2 - 2 0 2 6

Yakima County, WA

Action Requested – Check Applicable Box:

PASS RESOLUTION

EXECUTE or AMEND

PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

ISSUE PROCLAMATION

OTHER _____

Document Title:

Authorize Amendment #2 to Contract #1762, BOCC# 121-2024 to provide county wide electric maintenance.

Background Information:

A contract was authorized with Knobels Electric Inc, April 9, 2024 for county wide electric maintenance for Yakima County County Roads Division. Knobels Electric Inc is now being purchased by Stephen P. Soderstrom. Amendment #2 acknowledges Stephen P. Soderstrom will continue to service Yakima County CO Rd as indicated in the original agreement under the new name of Current Electric N.W. LLC. and all rights and responsibilities shall be assigned to Current Electric N.W. LLC.

Describe Fiscal Impact:

N/A

Summary & Recommendation:

Yakima County County Roads Division recommends the Commissioners consideration to approve Contract Amendment #2, to Contract #1762, BOCC#121-2024 with Stephen P. Soderstrom, DBA Current Electric N.W., LLC.

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

AGREEMENT BOCC #121-2024 . Amendment NO. 2
County Road #1762

Whereas, Yakima County, a subdivision of the State of Washington (hereinafter described as the "County" or "Yakima County"), and Knobels Electric Inc, did enter into an existing agreement between the parties to provide county wide electric maintenance and,

Whereas, Knobels Electric Inc. has indicated that it was sold and will operate under different management and location and will be operating legally under Stephen P. Soderstrom, DBA Current Electric N.W., LLC Now therefore, the parties agree to the following:

1. That all reference to the existing contract BOCC #121-2024 Knobels Electric Inc. be replaced and superseded with Stephen P. Soderstrom, DBA Current Electric N.W., LLC.
2. That all legal rights and contract responsibilities shall be hereby legally mutually assigned to Stephen P. Soderstrom, DBA Current Electric N.W., LLC.
3. Stephen P. Soderstrom, DBA Current Electric N.W., LLC shall upon execution of this amendment no.2 provide an updated and satisfactory liability insurance policy to Yakima County naming Yakima County as an additional insured at the previous liability minimum insurance coverage rates.
4. That all other terms and conditions of Agreement BOCC #121-2024 shall remain the same and shall be performed by the parties.
5. That the above modifications shall be effective upon full execution of the parties.

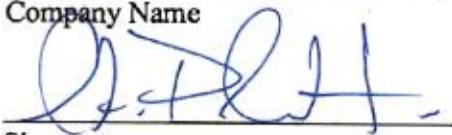
IN WITNESS WHEREOF, the County and Stephen P. Soderstrom, DBA Current Electric N.W., LLC have executed this Agreement BOCC #121-2024 amendment No. 2 as of the date and year last written below.

DONE this 23rd day of DECEMBER 2025

CONTRACTOR

CURRENT ELECTRIC NW, LLC

Company Name



Signature

STEPHEN P. SODERSTROM

Signer's Name Printed/Typed

BOARD OF YAKIMA COUNTY COMMISSIONERS AGREEMENT

Agreement Number

BOCC Agreement

0 0 2 - 2 0 2 6

Yakima County, WA

BOARD OF COUNTY COMMISSIONERS

LaDon Linde, Chair

Amanda McKinney, Commissioner

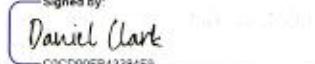
Kyle Curtis, Commissioner

DATED: JAN 06 2026

Attest:

Julie Lawrence, Clerk of the Board or
Erin Franklin, Deputy Clerk of the Board

Approved as to Form:

Signed by:


Daniel Clark

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:

Blake Erickson

Department: Facilities Services

Requested Agenda Date: 01/06/2026

Presenting: Blake Erickson

Document Title:

In the matter of accepting as complete, the Yakima County Corrections Center Solar Project PW20025-B.

Action Requested: Check Applicable Box

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

Describe Fiscal Impact:

By accepting project as complete, Yakima County will submit a Notice of Completion with L&I. Ellensburg Solar, LLC took out a retainage bond on this project. The final warrant was issued on 12/31/2025 and the contract was paid in full.

Background Information:

Yakima County Facilities Services has been awarded a Washington State Department of Commerce Clean Energy Grant for energy retrofits. Solar power construction and equipment has been installed at the Yakima County Corrections Center.

Summary & Recommendation:

Upon approval of project completion, Notice of Completion paperwork will be filed with L&I, Department of Revenue and the Employment Security Department. Once approval has been received from the three entities the contract will be fulfilled.

Motion:

Approve resolution to accept project as complete.

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 ACCEPTING AS
COMPLETE, THE YAKIMA COUNTY
CORRECTIONS CENTER SOLAR
PROJECT: PW20025-B

001-2026

WHEREAS, the Facilities Services Director has certified that the Yakima County Solar Project has been completed by the contractor Ellensburg Solar, LLC, PO Box 1681, Ellensburg, WA 98926, in accordance with contract plans and specifications; **and**,

WHEREAS, the total contract amount was \$392,990.00; **and**,

WHEREAS, the Contractor has submitted the final Contract Pay Estimate; **now therefore**,

BE IT FURTHER RESOLVED by the Board of County Commissioners of Yakima County, Washington, being fully advised, that the Yakima County Corrections Center Solar Project to be accepted as satisfactorily completed. Ellensburg Solar, LLC took out a retainage bond therefore the contract has been paid in full and no retainage is due. This bond and any proceed therefrom shall be made to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.

DONE JAN 06 2026

LaDon Linde, Chair

Attest:

Julie Lawrence, Clerk of the Board

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

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

RETAINAGE BOND
(RCW 60.28.011)

Bond No: 30244895

KNOW ALL MEN BY THESE PRESENTS, that Ellensburg Solar LLC

a corporation existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington as Principal, and Western Surety Company, a corporation organized and existing under the laws of the State of SD and authorized to transact business in the State of Washington as Surety, are jointly and held and bound unto Yakima County as Obligee, in the penal sum Nineteen Thousand Six Hundred Forty-Nine and 50/100 Dollars (\$19,649.50) which is 5% of the Principal's contract with Obligee for

Yakima County Solar Energy Project, Yakima County Corrections Center PW20025-B

WHEREAS, on the _____ day of March 2025 the said Principal, herein, executed a contract with the Obligee as described above.

WHEREAS, said contract and RCW 60.28 require Obligee to withhold from the Principal the sum of 5% from monies earned on estimates during the progress of the construction, hereinafter referred to as earned retained funds.

AND NOW WHEREAS, Principal, pursuant to RCW 60.28.011, has requested that the Obligee not retain any earned retained funds as allowed under RCW 60.28.

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound unto the Obligee in the penal sum of 5% of the final contract cost which shall include any increases due to change orders, increases in quantities of work or the addition of any new item of work. If the Principal shall use the earned retained funds, which will not be retained, for the purposes of RCW 60.28, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

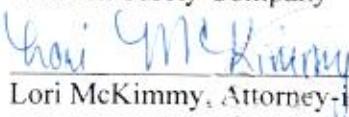
PROVIDED, HOWEVER that any suit under this bond must be instituted within the time period provided by applicable Washington State law.

WITNESS our hands this 7th day of April 2025.

Ellensburg Solar LLC



Western Surety Company



Lori McKimmy

Lori McKimmy, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents. That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Donna S Martinez, Rod Lewis, Kenneth J Frick, Lori McKimmy, Individually

of Yakima, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of July, 2022.

WESTERN SURETY COMPANY



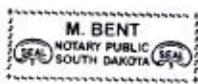
Paul T. Bruflat, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 21st day of July, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of April, 2025.

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

AGENDA REQUEST FORM

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

Prepared by:

Blake Erickson

Department: Facilities Services

Requested Agenda Date: 01/06/2026

Presenting: Blake Erickson

Document Title:

In the matter of accepting as complete, the Yakima County Juvenile Justice Center Solar Project PW20025-C.

Action Requested: *Check Applicable Box*

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

Describe Fiscal Impact:

By accepting project as complete, Yakima County will submit a Notice of Completion with L&I. Ellensburg Solar, LLC took out a retainage bond on this project. The final warrant was issued on 12/31/2025 and the contract was paid in full.

Background Information:

Yakima County Facilities Services has been awarded a Washington State Department of Commerce Clean Energy Grant for energy retrofits. Solar power construction and equipment has been installed at the Yakima County Juvenile Justice Center.

Summary & Recommendation:

Upon approval of project completion, Notice of Completion paperwork will be filed with L&I, Department of Revenue and the Employment Security Department. Once approval has been received from the three entities the contract will be fulfilled.

Motion:

Approve resolution to accept project as complete.

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 ACCEPTING AS
COMPLETE, THE YAKIMA COUNTY
JUVENILE JUSTICE CENTER SOLAR
PROJECT: PW20025-C**

0 0 2 - 2 0 2 6

WHEREAS, the Facilities Services Director has certified that the Yakima County Solar Project has been completed by the contractor Ellensburg Solar, LLC, PO Box 1681, Ellensburg, WA 98926, in accordance with contract plans and specifications; **and**,

WHEREAS, the total contract amount was \$392,990.00; **and**,

WHEREAS, the Contractor has submitted the final Contract Pay Estimate; **now therefore**,

BE IT FURTHER RESOLVED by the Board of County Commissioners of Yakima County, Washington, being fully advised, that the Yakima County Juvenile Justice Center Solar Project to be accepted as satisfactorily completed. Ellensburg Solar, LLC took out a retainage bond therefore the contract has been paid in full and no retainage is due. This bond and any proceed therefrom shall be made to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.

DONE **JAN 06 2026**

LaDon Linde, Chair

Attest:

Julie Lawrence, Clerk of the Board

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

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

RETAINAGE BOND
(RCW 60.28.011)

Bond No: 30244896

KNOW ALL MEN BY THESE PRESENTS, that Ellensburg Solar LLC

a corporation existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington as Principal, and Western Surety Company, a corporation organized and existing under the laws of the State of SD and authorized to transact business in the State of Washington as Surety, are jointly and held and bound unto Yakima County as Obligee, in the penal sum
Nineteen Thousand Six Hundred Forty-Nine and 50/100 Dollars (\$19,649.50)
which is 5% of the Principal's contract with Obligee for

Yakima County Solar Energy Project, Yakima County Juvenile Justice Center, PW20025-C

WHEREAS, on the _____ day of March 2025 the said Principal, herein, executed a contract with the Obligee as described above.

WHEREAS, said contract and RCW 60.28 require Obligee to withhold from the Principal the sum of 5% from monies earned on estimates during the progress of the construction, hereinafter referred to as earned retained funds.

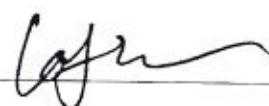
AND NOW WHEREAS, Principal, pursuant to RCW 60.28.011, has requested that the Obligee not retain any earned retained funds as allowed under RCW 60.28.

NOW, THEREFORE, the condition of this obligation is such that the Surety is held and bound unto the Obligee in the penal sum of 5% of the final contract cost which shall include any increases due to change orders, increases in quantities of work or the addition of any new item of work. If the Principal shall use the earned retained funds, which will not be retained, for the purposes of RCW 60.28, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

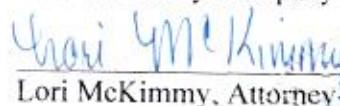
PROVIDED, HOWEVER that any suit under this bond must be instituted within the time period provided by applicable Washington State law.

WITNESS our hands this 7th day of April 2025.

Ellensburg Solar LLC



Western Surety Company


Lori McKimmy

Lori McKimmy, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Donna S Martinez, Rod Lewis, Kenneth J Frick, Lori McKimmy, Individually

of Yakima, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

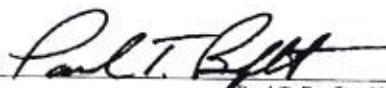
- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of July, 2022.

WESTERN SURETY COMPANY



Paul T. Bruflat, Vice President

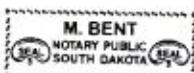
State of South Dakota } ss
County of Minnehaha }



On this 21st day of July, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota, that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of April, 2025.

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary



Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

AGENDA REQUEST FORM

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

Prepared by:

Blake Erickson

Department: Facilities Services

Requested Agenda Date: 01/06/2026

Presenting: Blake Erickson

Document Title:

Board of County Commissioners Record Assigned

#

003-2026

APPROVED FOR AGENDA:

Consent Regular

Board of County Commissioners Determined

In the matter of accepting as complete, the Yakima County Road Maintenance Shop & Construction Buildings Solar Project PW20025-F.

Action Requested: *Check Applicable Box*

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

Describe Fiscal Impact:

By accepting project as complete, Yakima County will submit a Notice of Completion with L&I. Ellensburg Solar, LLC took out a retainage bond on this project. The final warrant was issued on 12/31/2025 and the contract was paid in full.

Background Information:

Yakima County Facilities Services has been awarded a Washington State Department of Commerce Clean Energy Grant for energy retrofits. Solar power construction and equipment has been installed at the Yakima County Road Maintenance Shop & Construction Buildings.

Summary & Recommendation:

Upon approval of project completion, Notice of Completion paperwork will be filed with L&I, Department of Revenue and the Employment Security Department. Once approval has been received from the three entities the contract will be fulfilled.

Motion:

Approve resolution to accept project as complete.

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
RESOLUTION**

**IN THE MATTER OF ACCEPTING AS
COMPLETE, THE YAKIMA COUNTY
ROAD MAINTENANCE SHOP &
CONSTRUCTION BUILDINGS SOLAR
PROJECT: PW20025-F**

0 0 3 - 2 0 2 6

WHEREAS, the Facilities Services Director has certified that the Yakima County Solar Project has been completed by the contractor Ellensburg Solar, LLC, PO Box 1681, Ellensburg, WA 98926, in accordance with contract plans and specifications; **and**,

WHEREAS, the total contract amount was \$456,835.00; **and**,

WHEREAS, the Contractor has submitted the final Contract Pay Estimate; **now therefore**,

BE IT FURTHER RESOLVED by the Board of County Commissioners of Yakima County, Washington, being fully advised, that the Yakima County Road Maintenance Shop & Construction Buildings Solar Project to be accepted as satisfactorily completed. Ellensburg Solar, LLC took out a retainage bond therefore the contract has been paid in full and no retainage is due. This bond and any proceed therefrom shall be made to all claims and liens and in the same manner and priority as set forth for retained percentages in RCW 60.28.

DONE **JAN 06 2026**

LaDon Linde, Chair

Attest:

Julie Lawrence, Clerk of the Board

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

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

RETAINAGE BOND
(RCW 60.28.011)

Bond No: 30244899

KNOW ALL MEN BY THESE PRESENTS, that Ellensburg Solar LLC

a corporation existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington as Principal, and Western Surety Company, a corporation organized and existing under the laws of the State of SD and authorized to transact business in the State of Washington as Surety, are jointly and held and bound unto Yakima County as Obligee, in the penal sum

Twenty-Five Thousand Seven Hundred Eighty-Four and 00/100 Dollars (\$25,784.00)
which is 5% of the Principal's contract with Obligee for
Yakima County Solar Energy Project, Yakima County Road Maintenance Shop & Construction
Buildings, PW20025-F

WHEREAS, on the _____ day of March 2025 the said Principal, herein,
executed a contract with the Obligee as described above.

WHEREAS, said contract and RCW 60.28 require Obligee to withhold from
the Principal the sum of 5% from monies earned on estimates during the progress of
the construction, hereinafter referred to as earned retained funds.

AND NOW WHEREAS, Principal, pursuant to RCW 60.28.011, has requested
that the Obligee not retain any earned retained funds as allowed under RCW 60.28.

NOW, THEREFORE, the condition of this obligation is such that the Surety is
held and bound unto the Obligee in the penal sum of 5% of the final contract cost which
shall include any increases due to change orders, increases in quantities of work or the
addition of any new item of work. If the Principal shall use the earned retained funds,
which will not be retained, for the purposes of RCW 60.28, then this obligation shall
be null and void; otherwise, it shall remain in full force and effect.

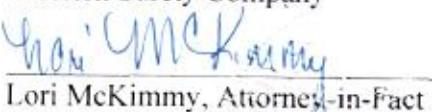
PROVIDED, HOWEVER that any suit under this bond must be instituted within
the time period provided by applicable Washington State law.

WITNESS our hands this 7th day of April 2025.

Ellensburg Solar LLC



Western Surety Company



Lori McKimmy, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Donna S Martinez, Rod Lewis, Kenneth J Frick, Lori McKimmy, Individually

of Yakima, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of July, 2022.

WESTERN SURETY COMPANY



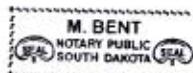
Paul T. Bruflat, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 21st day of July, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of April, 2025.

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

AGENDA REQUEST FORM

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

Prepared by:

Blake Erickson

Department: Facilities Services

Requested Agenda Date: 01/06/2026

Presenting: Blake Erickson

Document Title:

In the matter of accepting as complete, the Yakima County Resource Center Fire Panel Project: PW20025-H

Action Requested: Check Applicable Box

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

Describe Fiscal Impact:

By accepting project as complete, Yakima County will release retainage in the amount of \$3,813.47.

Background Information:

The fire alarm panel located at the Yakima County Resource Center was failing and in need of replacement. Johnson Controls provided and installed the new fire alarm control panel and field devices as well as testing and the final inspection with the Fire Marshall.

Summary & Recommendation:

Upon approval of project completion, Notice of Completion paperwork will be filed with L&I, Department of Revenue and the Employment Security Department. Once approval has been received from the three entities, retainage will be released to Johnson Controls Protection LP.

Motion:

Approve resolution to accept project as complete.

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 ACCEPTING AS
COMPLETE, THE YAKIMA COUNTY
RESOURCE CENTER FIRE PANEL
REPLACEMENT PROJECT: PW20025-H**

0 0 4 - 2 0 2 6

WHEREAS, the Facilities Services Director has certified that the Yakima County Resource Center Fire Panel Replacement Project has been completed by the contractor Johnson Controls Fire Protection LP, 10010 E. Knox, Suite 100, Spokane, WA 99206, in accordance with contract plans and specifications; **and**,

WHEREAS, the total contract amount was \$82,523.47 including WSTST; **and**,

WHEREAS, the Contractor has submitted the final Contract Pay Estimate; **now therefore**,

BE IT FURTHER RESOLVED by the Board of County Commissioners of Yakima County, Washington, being fully advised, that the Yakima County Resource Center Fire Panel Replacement Project to be accepted as satisfactorily completed, and the Yakima County Auditor is directed to issue a warrant in the amount of \$3,813.47 which is the amount of retainage withheld due when finalization of pay estimates and such warrant is to be issued as soon as the laws of the State of Washington permit payment, and the Yakima County Treasurer is directed to honor and pay such warrant.

DONE **JAN 06 2026**

Attest:

LaDon Linde, Chair

Julie Lawrence, Clerk of the Board

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

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



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.

Prepared by: BRIAN CARLSON

Department: FINANCIAL SERVICES

Requested Agenda Date: JAN 6, 2026

Presenting: BRIAN CARLSON

Board of County Commissioners Record Assigned

#

BOCC Agreement

0 0 4 - 2 0 2 €

Yakima County, WA

Action Requested – Check Applicable Box:

PASS RESOLUTION

EXECUTE or AMEND

PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

ISSUE PROCLAMATION

OTHER _____

Document Title:

2026 ILA with Yakima Health District

Background Information:

annual agreement to memorialize scope of county administrative services and costs therefor; document has been routed to all signatories and is approved as to form and content

Describe Fiscal Impact:

Apprx \$110K revenue annually

Summary & Recommendation:

approve

Department Head/Elected Official Signature

D.A.C.

Corporate Counsel Initial (for Agreements Only)

**INTERLOCAL GOVERNMENTAL AGREEMENT BETWEEN
YAKIMA HEALTH DISTRICT
AND
YAKIMA COUNTY**

THIS AGREEMENT is made and entered into by and between Yakima Health District, hereinafter referred to as "YHD," and Yakima County, hereinafter referred to as "County", for uses and purposes provided herein and below. This agreement shall become effective as of January 1, 2026.

WHEREAS, this agreement is made under the authority of the Interlocal Cooperation Act, as amended, and codified in chapter 39.34 of the Revised Code of Washington (RCW) provide for interlocal cooperation between governmental agencies; and,

WHEREAS, Yakima Health District and Yakima County have agreed to perform services on behalf of YHD as herein set forth under this agreement.

NOW, THEREFORE, it is agreed as follows:

1. PURPOSE OF THIS AGREEMENT:

The purpose of this Agreement is to establish responsibilities of YHD and County in relation to the performance of administrative responsibilities outlined in Section 2.

2. RESPONSIBILITIES:

Auditor's Office: The Yakima County Auditor's Office will provide direct services to support YHD in payment of their vendors. Policies and procedures of the Auditor's Office for payment of vendors will be used as the guidelines and YHD agrees to follow these policies and procedures. The Yakima County Auditor's Office will provide 1099 data to YHD for the purpose of fulfilling YHD's 1099 obligations with the IRS. YHD acknowledges responsibility of reporting requirements related to payment of vendors.

The Yakima County Auditor's Office will provide direct services to support YHD in paying their employees. The Yakima County Auditor's Office will provide W-2 data to YHD for fulfilling YHD's W-2 obligations with the IRS.

Human Resources: The Yakima County Human Services department will provide services to YHD under this agreement to include but not limited to:

A. Workday Support

a. County will provide support to YHD for services including but not limited to Workday reporting and/or uploading various documents.

B. Ad hoc Support

- a. County will provide ad hoc support to YHD on an “as needed” basis.

Treasurer’s Office: YHD will adhere to the Yakima County Treasurer’s Operating Policies that are amended annually and distributed to all Departments and Districts that the County Treasurer provides services for. The Yakima County Treasurer shall provide banking and investment functions for YHD as described below with reference to the policy sections:

A. Cash Flow Management and Deposits

- b. All public funds of YHD will be held on deposit with the County Treasurer.
- c. YHD must deposit all funds daily (RCW 43.09.240) with the County Treasurer.
- d. YHD will notify the County Treasurer prior to receipt of funds that the funds are to be received through electronic funds transfers.

B. Electronic Payment Processing

- a. The County Treasurer will process electronic payments via Automated Clearing House (ACH) to transfer cash to YHD’s bank account for activity related to their payroll direct deposit and monthly payroll taxes.
- b. YHD will provide the County Treasurer a completed authorization by 12:00pm (noon) two business days prior to the effective date of the transaction.
- c. YHD will ensure that cash is available in their fund when submitting this ACH transfer request to the County Treasurer.

C. Investments

- a. YHD will appoint investing office(s) by Board Resolution.
- b. The County Treasurer will allow YHD to invest in its Treasurer’s Investment Pool once YHD provides a signed resolution by their Board authorizing YHD to participate in the pool.
- c. YHD will provide investment deposit and withdrawal requests no later than 12:00pm (noon) the day prior to the desired transaction date.
- d. The County Treasurer will post interest to all pool participants within 5 business days after the close of each month less the monthly administrative fee.

D. Bank-Returned Items

- a. The County Treasurer will notify YHD prior to adjusting their account when the bank returns a check that YHD presented to the County Treasurer for deposit.
- b. The County Treasurer will invoice YHD for the bank returned item fees on their quarterly billing.

E. Bank Accounts

- a. YHD will notify the County Treasurer annually of the name of the financial institution(s) which are used for payroll transactions.
- b. The County Treasurer will validate that the reported financial institution is qualified to be used for public funds.

F. Reports & Documents

- a. The County Treasurer will provide preliminary reports online within 3 business days after the close of the month.
- b. The County Treasurer will provide final reports online within 3 business days after the close of the general ledger.

GIS: Yakima County will provide GIS services to YHD as required for maintaining existing applications, data, and updates. Additional services will be negotiated prior to the services being performed. They will include but not be limited to:

A. Ad-hoc Support

- a. Prior to proceeding with additional services, a quote for these services must be submitted to YHD. The billing rate is set at \$75 per hour and must not exceed \$4,950 annually (equivalent to 66 hours).
- b. Invoices for this support will be submitted separately from the existing GIS services provided to the Environmental Health Department and YHD, also referenced as GIS (Standard) in Section 3 - Compensation.

Technology Services: Services will be provided to YHD through a separate Interlocal Agreement.

3. COMPENSATION:

YHD shall pay the County for the following services listed beginning January 1, 2026, and ending December 31, 2026:

HR	\$30,836 annually	(\$2,569.67 per month)
Treasurer	\$17,309 annually	(\$1,442.42 per month)
Auditor	\$48,696 annually	(\$4,058 per month)
GIS(Standard)	\$8,133 annually	(\$677.75 per month)
GIS Ad Hoc	\$4,950 annually	(Separate Invoicing)

4. COST OF ADDITIONAL SERVICES

If changes in the operation of YHD during the term of this agreement require substantial effort by the County, the County shall have no obligation to undertake such efforts and

shall incur no liability for not performing changes. If, during the term of the agreement, the County agrees to undertake new duties at the request of YHD and YHD authorizes such changes, YHD will pay the County for such services, which fee will be in addition to the fee specified in Section 3 above.

5. EFFECTIVENESS AND DURATION

This agreement, upon recording the same as set forth in Section 15, shall become effective January 1, 2026. The parties have specifically negotiated the initial term for one year with due regard for the staffing required of the County to provide the services under this agreement. This agreement shall be renewed automatically on a year-to-year basis for each year after calendar year 2026 until termination of this agreement as set forth in Section 6.

6. SEVERABILITY

If a court of competent jurisdiction holds any part, term or provision of this agreement to be 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 to be invalid.

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.

Should either party determine that the severed portions substantially alter this agreement so that the original intent and purpose of the agreement no longer exists, said party may, in its sole discretion, terminate this agreement upon thirty (30) calendar days' advance written notice to the other party.

7. NON-WAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant or condition of this agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

8. THIRD PARTIES

YHD and County are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any right or benefit, whether directly or indirectly or otherwise, to third persons.

9. DRAFTING OF AGREEMENT

Both County and YHD have participated in the drafting of this agreement. As such, it is agreed by the parties that the general contract rule of law that ambiguities in the contract

language shall be construed against the drafter of a contract shall have no application to any legal proceeding, arbitration and/or action in which this agreement and its terms and conditions are being interpreted and/or enforced.

10. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

To YHD : Ryan Ibach
YHD Chief Operating Officer
1210 Ahtanum Ridge Drive
Union Gap, WA 98903

To the County: Board of Yakima County Commissioners
Attention: Chair
128 N 2nd St. Rm 231
Yakima, WA 98901

11. INTEGRATION

This written document constitutes the entire agreement between the County and YHD. There are no other oral or written agreements between the parties as to the subjects covered herein. No changes or additions to the agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

12. LAWS, VENUE, JURISDICTION

This agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.

13. INDEMNIFICATION

Each Party agrees to indemnify and hold harmless the other Parties and their elected officials, officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property or the environment on account of or rising out of the operation of this Agreement, by the indemnifying Party, including the performance or non-performance of duties under this Agreement, or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying Party and its officers, employees, and agents. In addition, each Party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of that Party under this agreement. Inability to perform a required activity or to properly perform due to insufficient information or direction from the County per the agreements set forth herein is not a negligent act, omission or willful misconduct of the Party charged with said performance. Performance of any activity in compliance with this agreement, the permit, or the Standards as adopted by the Parties is

not a negligent act or omission or willful misconduct. The parties agree and understand that all workers provided by Yakima County to provide services under this Agreement shall for all intents and purposes be County Employees. YHD does not take on the role of employer for these workers under any circumstances. County shall be responsible to the workers for all wages, benefits, costs, and insurance coverage for purposes of workers compensation for any work-related injuries. County agrees to indemnify and hold harmless YHD (and all its employees, officers, and agents) from and against all claims, demands, causes of action and suits of any kind or nature for any claims made by County workers against YHD, including but not limited to claims for: wages; benefits; costs; or protection through workers compensation.

14. LIABILITY INSURANCE

Each Party shall obtain and maintain in full force and effect for the term of this agreement, at its own expense, comprehensive general liability and automobile insurance policies for bodily injury, to include death and property damage, including coverage for owned, hired or non-owned vehicles, as applicable, for the protection of the Party, its elected and appointed officials, officers, agents, employees and volunteers. The policies shall be primary policies, issued by a company authorized to do business in the State of Washington, or in City or County Risk Pool and providing single limit general liability coverage of \$5,000,000 and separate automobile coverage of \$3,000,000 or the limit of liability contained in State law, whichever is greater. If either party is unable to obtain insurance as required by this paragraph, the Parties shall cooperate on amending this Section to require types and levels of insurance that are available. The certificates shall provide that the other Parties will receive thirty (30) days written notice of cancellation or material modification of the insurance contract at the address listed below. Each Party shall provide certificates of insurance to the other Parties prior to the performance of any obligation under this agreement. If requested, complete copies of insurance policies shall be provided to the other Parties. Each Party shall be financially responsible for their own deductibles, self-insurance retentions, self-insurance, or uninsured risks.

15. RECORDING OF AGREEMENT:

Upon execution hereof, this Agreement shall be filed with the City Clerk of the respective participating members, the Yakima County Auditor, and such other governmental agencies as may be provided by law.

16. NONDISCRIMINATION:

Both the County and YHD agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

Both the County and YHD shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the

basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

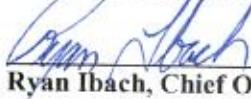
17. DEBARMENT CERTIFICATION:

County, by signature to this contract, certifies the County, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). County also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. County shall immediately notify YHD if, during the term of this contract, County, its Principals or Subrecipients become debarred. YHD may immediately terminate this contract by providing County written notice if the County becomes debarred during the term of this contract. If the County received any funds from YHD while debarred, they may be required to reimburse YHD.

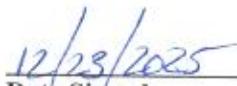
This agreement contains all the terms and conditions agreed upon by the parties and no understanding, oral or otherwise, regarding the terms or subject matter of this agreement shall be deemed to exist or bind of the parties hereto.

IN WITNESS WHEREOF, the parties hereto execute this agreement this on the date of the final signature below.

YAKIMA HEALTH DISTRICT



Ryan Ibach, Chief Operating Officer



Date Signed:

BOARD OF YAKIMA COUNTY COMMISSIONERS

See next page

Amanda McKinney, Commissioner

Date Signed:

See next page

Kyle Curtis, Commissioner

Date Signed:

0 0 4 - 2 0 2 6

Amanda McKinney, Commissioner

Date Signed: JAN 06 2026
Yakima County, WA

Kyle Curtis, Commissioner

Date Signed: JAN 06 2026

LaDon Linde, Commissioner

Date Signed: JAN 06 2026

ATTEST:

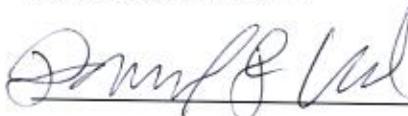
Julie Lawrence, Clerk of the Board

Date Signed: JAN 06 2026

ATTEST:

Date Signed:

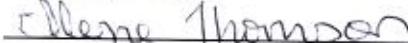
Approved as to Form:



12-30-2025

Deputy Prosecuting Attorney

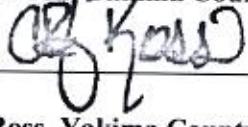
WSBA #35901



Date Signed:

12/30/2025

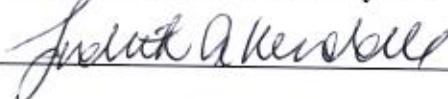
Ilene Thomson, Yakima County Treasurer



Date Signed:

12-30-25

Charles Ross, Yakima County Auditor



Date Signed:

12/30/2025

Judy Kendall, HR Director



Date Signed:

12/30/2025

Michael Martian, Yakima County GIS
Senior Manager

Date Signed:

AGENDA REQUEST FORM

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

Prepared by:

Doris Diaz, Judy Kendall, and Kendra Dorais

Department: Human Resources

Requested Agenda Date: 01/06/2026

Presenting: Judy Kendall

Document Title:

Board of County Commissioners Record Assigned

#

005-2026

APPROVED FOR AGENDA:

Consent Regular
Board of County Commissioners Determined

IN THE MATTER OF ADDITIONS/DELETIONS TO BUDGETED POSITIONS IN
DEPARTMENT 220 - SHERIFF'S OFFICE

Action Requested: Check Applicable Box

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

Describe Fiscal Impact:

This request will be funded from existing department budget levels for 2026

Background Information:

The position change requests are based on the budgeting and staffing needs of the respective departments.

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 DEPARTMENT
220, SHERIFF'S OFFICE;

005-2026

WHEREAS, the Board of Yakima County Commissioners has approved the request to Establish Position No. 220-149, Lieutenant, in Dept. 220, Sheriff's Office, effective January 1, 2026; **now, therefore**,

BE IT HEREBY RESOLVED by the Board of Yakima County Commissioners that the following position be, and hereby is, added, deleted, and/or modified as follows:

FUND/DEPT	POS	FROM(TITLE)	RANGE	TO (TITLE)	RANGE
220 Sheriff's Office	220-149	New	New	Lieutenant	

BE IT FURTHER RESOLVED that the change shall be effective on the date 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 JAN 06 2026

Attest:

Julie Lawrence, Clerk of the Board *or*
Erin Franklin, Deputy Clerk of the Board

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, 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:

Doris Diaz, Judy Kendall, and Kendra Dorais

Department: Human Resources

Requested Agenda Date: 01/06/2026

Presenting: Judy Kendall

Document Title:

IN THE MATTER THE 2025 - 2026 MOMORANDUM OF AGREEMENT BETWEEN BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY, THE YAKIMA COUNTY SHERIFF AND YAKIMA COUNTY SHERIFF'S OFFICE NON-COMMISSIONED OFFICERS GUILD REPRESENTING RECORDS, FINANCE, EVIDENCE, & FORENSICS, AND ANIMAL CONTROL EMPLOYEES

Action Requested: Check Applicable Box

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

Describe Fiscal Impact:

Background Information:

This will cover the period of January 1,2025 to December 31,2026

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:

**2025-2026 Memorandum of Agreement
between**

**BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY,
THE YAKIMA COUNTY SHERIFF
and
YAKIMA COUNTY SHERIFF'S OFFICE NON-COMMISSIONED OFFICERS GUILD**

Representing Records, Finance, Evidence & Forensics, and Animal Control Employees

For CBA effective January 1, 2025, through December 31, 2026

Yakima County, hereinafter referred to as the Employer, and Yakima County Sheriff's Office Non-Commissioned Officers Guild, hereinafter referred to as the Guild, agree to adopt this Memorandum of Agreement (MOA) and agree that the provisions of this MOA will be included as part of the 2025-2026 Collective Bargaining Agreement (CBA).

This MOA memorializes the agreements between the Employer and the Guild regarding the issues described below, and the parties acknowledge that these issues have been agreed upon based on negotiated language in accordance with RCW 41.56.

The Employer and the Union agree that the provisions as set forth in this MOA supersede any conflicting provisions in the Collective Bargaining Agreement (CBA) covering the period of January 1, 2025, to December 31, 2026.

This agreement comes as a result of:

1. An unintentional omission from the medical provision.

This language replaces the language in Article 22 – Medical Benefits in its entirety as listed below effective January 1, 2025, for the remaining term of the 2025-2026 CBA.

ARTICLE 22 - MEDICAL BENEFITS

- 22.1 Insurance will be provided through Premera Blue Cross as set forth below:
- 22.2 Effective January 1, 2025, of the collective bargaining agreement, the Employer contribution for premium cost will be up to \$1,150.00 (One Thousand One Hundred and Fifty Dollars) per month.
- 22.3 Effective January 1, 2026, the Employer contribution for premium cost will be up to \$1,200.00 (One Thousand Two Hundred Dollars) per month.
 - A. For employees who are enrolled in the Premera Blue Cross (High Deductible) Plans with employee only coverage, the Employer shall contribute the difference between the premium for the Employee Only Tier and the Employer maximum contribution to an HSA account for the employee

B. For employees who are enrolled in any Premera Blue Cross Plan other than the Premera Blue Cross (High Deductible) Plans with Employee Only coverage, the Employer shall contribute the difference between the premium for the Employee Only Tier and the Employer maximum contribution to an HRA VEBA account for the employee.

22.4 Said insurance shall be for employee and dependent medical, dental, vision, basic life insurance and basic long term disability.

22.5 The Employer shall determine which insurance programs and benefits may be continued or implemented from time to time. If there are changes in the insurance programs, the Employer will notify the Guild of said changes. Said notification shall not interfere or hinder the right of the Employer to change the benefit structure, benefit level, and/or premium level.

22.6 If the insurance company or companies providing the above-referenced benefits notifies the Employer of changes in the premium structure and/or benefit levels, then and in that event the Guild and employees shall comply with said changes if requested to do so by the Employer.

22.7 Any disputes, disagreements and/or claims regarding insurance coverage and/or policies between an employee and an insurance carrier and/or administrator are not grievable by the Guild and/or the employee.

IN WITNESS WHEREOF, the parties have agreed to this Agreement on this 6th day of January, 2026.

FOR THE EMPLOYER:
Yakima County, Washington

BOARD OF YAKIMA COUNTY COMMISSIONERS

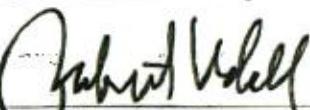
LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

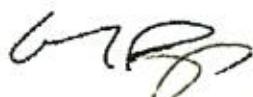
Attest:

Julie Lawrence, Clerk of the Board or
Erin Franklin, Deputy Clerk of the Board


Robert Urdell, Sheriff
Yakima County Sheriff's Office


Judith A. Kendall
Director of Human Resources

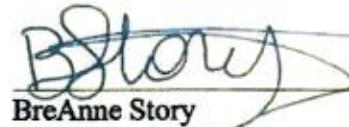
Represented by:

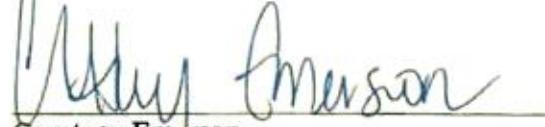


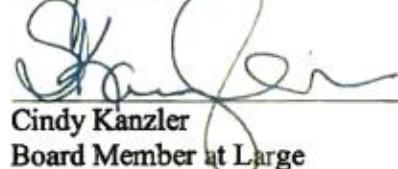
Colin Boyle, Attorney

FOR THE GUILD:


Amanda Trickey-Morris
Guild President


BreAnne Story
Guild Vice President


Courtney Emerson
Guild Treasurer


Cindy Kanzler
Board Member at Large

Represented by:



Paige M. Chrz, Attorney
BOCC Agreement

001-2026



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.

Prepared by: Esther Magasis

Department: Human Services

Requested Agenda Date: _____

Presenting: Esther Magasis/Lance Larsen

Board of County Commissioners Record Assigned

#

006-2026

Action Requested – Check Applicable Box:

PASS RESOLUTION

EXECUTE or AMEND

PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

ISSUE PROCLAMATION

OTHER _____

Document Title:

RESOLUTION TO AWARD MENTAL HEALTH SALES TAX FUNDS TO YAKIMA COUNTY INTERNAL DEPARTMENTS FOR CALENDAR YEAR ENDING 2026

Background Information:

Resolution to formalize award decisions for the Yakima County internal departments use of Mental Health Sales Tax.

Describe Fiscal Impact:

\$1,884,334

Summary & Recommendation:

Recommend to pass resolution

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

RESOLUTION TO AWARD MENTAL HEALTH SALES TAX FUNDS TO YAKIMA COUNTY INTERNAL DEPARTMENTS FOR CALENDAR YEAR ENDING 2026

006-2026

WHEREAS, Yakima County passed the Sales and use tax for chemical dependency or mental health treatment services or therapeutic courts, per RCW 82.14.460 (referred to as the "Mental Health Sales Tax"); **and**,

WHEREAS, the Yakima County Human Services Department solicited budget requests for Mental Health Sales Tax funds as a component of the Yakima County annual budget process; **and**,

WHEREAS, the Yakima County Board of County Commissioners reviewed all proposed projects submitted through this avenue; **and**,

WHEREAS, the Yakima County Commissioners are responsible for issuing grants based on the needs of the community, the restrictions and availability of the funding, and the obligations of the County to provide services to the community; **now, therefore**,

BE IT HEREBY RESOLVED that for the upcoming Yakima County budget year starting January 1, 2026, and ending December 31, 2026, the following awards will be made:

Department	Program	Amount
Assigned Council	Therapeutic Court Defense Services	118,790
Corrections	Medication Assisted Treatment Program	117,510
Corrections	Comprehensive Healthcare Shortfall	404,700
County Clerk	Therapeutic Court Record Keeping	111,860
District Court	District Court Probation Officer for Superior Court Mental Health Court	55,995
District Court	Therapeutic Court Sheriff's Deputy	88,963
District Court	District Court Mental Health Supervision Team	607,793
District Court	DUI Court Re-entry Specialist	139,556
Superior Court	Drug Court Program	239,168

DONE JAN 06 2026

Attest:

Julie Lawrence, Clerk of the Board or
Erin Franklin, Deputy Clerk of the Board

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.

Prepared by: Esther Magasis

Department: Human Services

Requested Agenda Date: _____

Presenting: Esther Magasis/Lance Larsen

Board of County Commissioners Record Assigned

#

007-2026

Action Requested – Check Applicable Box:

PASS RESOLUTION

EXECUTE or AMEND

PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

ISSUE PROCLAMATION

OTHER _____

Document Title:

RESOLUTION TO AWARD YAKIMA COUNTY DOC, PROBATION, AND DRUG COURT SERVICE REQUEST FOR PROPOSALS FUNDS FOR CALENDAR YEAR ENDING 2026 AND CALENDAR YEAR ~~ENDING 2027~~

Background Information:

Resolution to formalize award decisions for the DOC, Probation, and Drug Court Service Request for Proposals (RFP).

Describe Fiscal Impact:

\$1,818,386

Summary & Recommendation:

Recommend to pass resolution


Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

**RESOLUTION TO AWARD YAKIMA
COUNTY DOC, PROBATION, AND DRUG
COURT SERVICE REQUEST FOR
PROPOSALS FUNDS FOR CALENDAR
YEAR ENDING 2026 AND CALENDAR
YEAR ENDING 2027**

0 0 7 - 2 0 2 6

WHEREAS, Yakima County passed the Sales and use tax for chemical dependency or mental health treatment services or therapeutic courts, per RCW 82.14.460 (referred to as the "Mental Health Sales Tax"); **and**,

WHEREAS, the Yakima County Human Services Department conducted a DOC, Probation, and Drug Court Service Request for Proposals (RFP); **and**,

WHEREAS, the Yakima County Board of County Commissioners reviewed all proposed projects submitted through this avenue; **and**,

WHEREAS, the Yakima County Commissioners are responsible for issuing grants based on the needs of the community, the restrictions and availability of the funding, and the obligations of the County to provide services to the community; **now, therefore**,

BE IT HEREBY RESOLVED that for the DOC, Probation, and Drug Court Service RFP Grant Cycle starting January 1, 2026, and ending December 31, 2027, the following awards will be made:

Agency	Project	Amount
Comprehensive Healthcare	DOC Medication Assisted Treatment Services	1,507,886
Valley Health and Counseling	Probation Behavioral Health Treatment Services	310,500

DONE **JAN 06 2026**

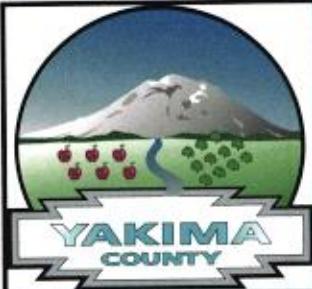
Attest:

Julie Lawrence, Clerk of the Board *or*
Erin Franklin, Deputy Clerk of the Board

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.

Prepared by: Esther Magasis

Department: Human Services

Requested Agenda Date: _____

Presenting: Esther Magasis/Lance Larsen

Board of County Commissioners Record Assigned

#

0 0 8 - 2 0 2 6

Action Requested – Check Applicable Box:

PASS RESOLUTION

EXECUTE or AMEND

PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

ISSUE PROCLAMATION

OTHER _____

Document Title:

RESOLUTION TO AWARD YAKIMA COUNTY BEHAVIORAL HEALTH AND SUBSTANCE USE DISORDER REQUEST FOR PROPOSALS FUNDS FOR CALENDAR YEAR 2026 AND CALENDAR YEAR 2027

Background Information:

Resolution to formalize award decisions for the Behavioral Health and Substance Use Disorder Request for Proposals (RFP).

Describe Fiscal Impact:

\$7,263,113

Summary & Recommendation:

Recommend to pass resolution

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

RESOLUTION TO AWARD YAKIMA COUNTY BEHAVIORAL HEALTH AND SUBSTANCE USE DISORDER REQUEST FOR PROPOSALS FUNDS FOR CALENDAR YEAR 2026 AND CALENDAR YEAR 2027

008 - 2026

WHEREAS, Yakima County passed the Sales and use tax for chemical dependency or mental health treatment services or therapeutic courts, per RCW 82.14.460 (referred to as the “Mental Health Sales Tax”); **and**,

WHEREAS, Yakima County is the recipient of Opioid Settlement Fund dollars; **and**,

WHEREAS, the Yakima County Human Services Department conducted a Behavioral Health and Substance Use Disorder (BHSUD) Request for Proposals (RFP); **and**,

WHEREAS, the Yakima County Board of County Commissioners reviewed all proposed projects submitted through this avenue; **and**,

WHEREAS, the Yakima County Commissioners are responsible for issuing grants based on the needs of the community, the restrictions and availability of the funding, and the priorities identified by the community through the Behavioral Health Substance Use Disorder Coalition (BHSUDC) priorities; **now, therefore**,

BE IT HEREBY RESOLVED that for the Behavioral Health and Substance Use Disorder RFP Grant Cycle starting January 1, 2026, and ending December 31, 2027, the following awards will be made:

Agency	Project	Amount
Catholic Charities	Catholic Charities Capital	3,000,000
YWCA	YWCA Capital	700,000
Grace City Outreach	Camp Hope	397,454
Trouves St. Elizabeth's Inc.	Trouves St. Elizabeth's	1,511,143
Barth Clinic	Barth Clinic	552,000
Triumph Treatment Services	SPRINT Program	851,916
Citizens for Safe Yakima Valley Communities	CADCA Opioid Coalition Academy (OCA)	202,500
Citizens for Safe Yakima Valley Communities	Social Norms	48,100

DONE **JAN 06 2026**

LaDon Linde, Chair

Attest:

Julie Lawrence, Clerk of the Board or

Amanda McKinney, Commissioner

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

Erin Franklin, Deputy Clerk of the Board

Kyle Curtis, Commissioner

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



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.

Prepared by: Carolyn Ehlis
Department: Public Services
Requested Agenda Date: January 6, 2026
Presenting: David Haws

Board of County Commissioners Record Assigned

#

009-2026

Action Requested – Check Applicable Box:

PASS RESOLUTION
 PASS ORDINANCE
 ISSUE PROCLAMATION

EXECUTE or AMEND
AGREEMENT, CONTRACT, or GRANT
 OTHER _____

Document Title:

In the matter of Adopting the Yakima County Stormwater Management Utility Assessment Roll for the Year 2026.

Background Information:

Totaling \$586,563.25 for the year 2026 in accordance with Ordinance No. 11-2007. This amount recommended by the Director of Public Services is advisable and sufficient for the purpose of stormwater management and NPDES permit compliance. The assessment for 2026 is the same per equivalent residential unit (\$29.50) as year 2025.

Describe Fiscal Impact:

Over \$500,000

Summary & Recommendation:

Approval of the Yakima County Stormwater Management Utility Roll will provide operating funds for compliance with Washington Dept. of Ecology mandated Stormwater discharge permit. This is recommended for approval.

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

TITLE OF RESOLUTION

IN THE MATTER OF ADOPTING THE
YAKIMA COUNTY STORMWATER
MANAGEMENT UTILITY ASSESSMENT
ROLL FOR THE YEAR 2026

009 - 2026

WHEREAS;, the Board of County Commissioners of Yakima County, Washington, created the Stormwater Management Utility through the adoption of Ordinance 11-2007 on December 18, 2007; **and**,

WHEREAS, Resolution 485-2008 created a separate Stormwater Utility Fund No. 126 in accordance with RCW 36.89.080(4); **and**,

WHEREAS, the matter of fixing service fees has been considered by the Board of County Commissioners of Yakima, County, Washington, and the assessment roll, Equivalent Residential Unit (ERU) base rate of \$29.50, and total amount recommended by the Director of Public Services is in the judgment of the Board, advisable and sufficient for the purpose of stormwater management and National Pollution Discharge Elimination System (NPDES) permit compliance; **now, therefore**,

BE IT HEREBY RESOLVED by the Board of Yakima County Commissioners that \$586,563.25 in service fees are to be collected for the Stormwater Management Utility in the year 2026, provided the service fee against any of the lots or lands in the utility upon which fee collections are made shall be in accordance with Yakima County Ordinance No. 11-2007.

DONE JAN 06 2026

BOARD OF YAKIMA COUNTY COMMISSIONERS

LaDon Linde, Chair

Attest:

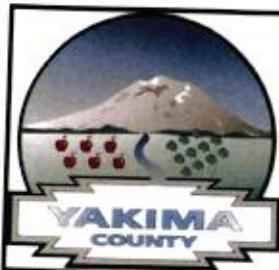
Amanda McKinney, Commissioner

Julie Lawrence, Clerk of the Board *or*
Erin Franklin, Deputy Clerk of the Board

Kyle Curtis, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

Attest:

Julie Lawrence, Clerk of the Board *or*
Erin Franklin, Deputy Clerk of the Board



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.

Prepared by: Teresa Ishizaka

Department: Public Services

Requested Agenda Date: January 6, 2026

Presenting: David Haws

Board of County Commissioners Record Assigned

#

010-2026

Action Requested – Check Applicable Box:

PASS RESOLUTION

EXECUTE or AMEND

PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

ISSUE PROCLAMATION

OTHER _____

Document Title:

In the matter of authorizing the Public Services Water Resources Manager to Electronically Sign the DOE Grant #WQSWCAP-2527-YaCoPS-00189 for Water Quality Stormwater Capacity Project.

Background Information:

Yakima County Public Services Water Resources Division has been awarded a grant from the Washington State Department of Ecology to assist the County in the implementation and management of the Phase II Municipal Stormwater NPDES Permit.

Describe Fiscal Impact:

\$120,000.00 from Ecology to manage NPDES Permit.

Summary & Recommendation:

Public Services recommends the Commissioners consideration in approving the resolution to allow the Water Resources Manager to electronically sign the grant agreement #WQSWCAP-2527-YaCoPS-00189 with the Washington State Dept. of Ecology.

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

**IN THE MATTER OF AUTHORIZING
THE WATER RESOURCES MANAGER
TO SIGN DOE GRANT NO. WQSWCAP-
2527-YaCoPS-00189 FOR THE BIENNIAL
STORMWATER CAPACITY GRANT
PROJECT**

010-2026

WHEREAS, the Yakima County Public Services Department Water Resources Division has been awarded a 2025-2027 Biennial Stormwater Capacity grant from the Washington State Department of Ecology; **and**,

WHEREAS, the grant will assist in Phase I and Phase II Permittees in the implementation or management of municipal stormwater programs. This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies; **and**,

WHEREAS, the Washington State Department of Ecology requires the agreement to be signed electronically and the Water Resources Manager is listed as the authorized signatory; **now, therefore**,

BE IT HEREBY RESOLVED by the Board of County Commissioners of Yakima County, Washington, the Water Resources Manager shall electronically sign the grant agreement WQSWCAP-2527-YaCoPS-00189 for the Biennial Stormwater Capacity Grant Project.

DONE JAN 06 2026

Attest:

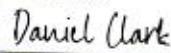
LaDon Linde, Chair

Julie Lawrence, Clerk of the Board or
Erin Franklin, Deputy Clerk of the Board

Amanda McKinney, Commissioner

Approved as to Form:

Signed by:


Daniel Clark

Deputy Prosecuting Attorney

COG000FB41384F9

Kyle Curtis, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*



Agreement No. WQSWCAP-2527-YaCoPS-00189

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

YAKIMA COUNTY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Yakima County, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2025-2027 Biennial Stormwater Capacity Grant
Total Cost:	\$120,000.00
Total Eligible Cost:	\$120,000.00
Ecology Share:	\$120,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	03/31/2027
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

State of Washington Department of Ecology
Agreement No WQSWCAP-2527-YaCoPS-00189
Project Title 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name Yakima County

Page 2 of 21

RECIPIENT INFORMATION

Organization Name: Yakima County

Federal Tax ID: 91-6001387

UEI Number: P1SDBNX9U258

Mailing Address: 4th Floor Courthouse, 128 N 2nd Street
Yakima, Washington 98901

Physical Address: 4th Floor Courthouse, 128 N 2nd Street
Yakima, Washington 98901

Organization Fax: (509) 574-2301

Contacts

Project Manager	Jack Wells Natural Resource Specialist-Stormwater Lead 4th Floor Courthouse, 128 N 2nd Street Yakima, Washington 98901 Email: jack.wells@co.yakima.wa.us Phone: (509) 574-2300
Billing Contact	Nitasha Allgaier Accountant I 4th Floor Courthouse, 128 N 2nd Street Yakima, Washington 98901 Email: nitasha.allgaier@co.yakima.wa.us Phone: (509) 574-2300
Authorized Signatory	Troy Havens, P.E. Water Resources Division Manager 128 North 2nd Street, 4th Floor Courthouse Yakima, Washington 98901 Email: troy.havens@co.yakima.wa.us Phone: (509) 574-2315

State of Washington Department of Ecology
Agreement No WQSWCAP-2527-YaCoPS-00189
Project Title 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name Yakima County

Page 3 of 21

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890

State of Washington Department of Ecology
Agreement No. WQSWCAP-2527-YaCoPS-00189
Project Title 2025-2027 Biennial Stormwater Capacity Grant
Recipient Name Yakima County

Page 4 of 21

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Yakima County

By:

Jon Kenning, PhD
Water Quality
Program Manager

Date

By:

Troy Havens, P.E.
Water Resources Division Manager

Date

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology
 Agreement No. WQSWCAP-2527-YaCoPS-00189
 Project Title 2025-2027 Biennial Stormwater Capacity Grant
 Recipient Name Yakima County

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$5,000.00

Task Title: Project Administration/Management

Task Description:

- A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.
- B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.
- C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.

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b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities. 6) Annual reporting activities.

7) Establishing and refining stormwater utilities, including stable rate structures.

8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.

9) Structural stormwater controls program activities (Phase I permit requirement).

10) Source control for existing development (Phase I permit requirement), including:

- a) Inventory and inspection program.
- b) Technical assistance and enforcement.
- c) Staff training.

11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

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SCOPE OF WORK

Task Number: 2 **Task Cost: \$115,000.00**

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or

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improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

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BUDGET

Funding Distribution EG260249

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: 2025-2027 Stormwater Capacity Grant
 Funding Type: Grant
 Funding Effective Date: 07/01/2025 Funding Expiration Date: 03/31/2027
 Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD
 Type: State
 Funding Source %: 100%
 Description: MTCSA

Approved Indirect Costs Rate:
 Recipient Match %:
 InKind Interlocal Allowed:
 InKind Other Allowed:
 Is this Funding Distribution used to match a federal grant?

Approved State Indirect Rate: 30%
0%
No
No
No

2025-2027 Stormwater Capacity Grant	Task Total
Grant and Loan Administration	\$ 5,000.00
Permit Implementation	\$ 115,000.00
	Total: \$ 120,000.00

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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2025-2027 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 120,000.00	\$ 120,000.00
Total		\$ 0.00	\$ 120,000.00	\$ 120,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

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"CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <<http://www.sam.gov>> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <<http://www.sam.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsrs.gov <<http://www.fsrs.gov>>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form. RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the

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review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

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reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

State of Washington Department of Ecology
 Agreement No. WOSWCAP-2527-YaCoPS-00189
 Project Title 2025-2027 Biennial Stormwater Capacity Grant
 Recipient Name Yakima County

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RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. 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, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

State of Washington Department of Ecology
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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions.

ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

State of Washington Department of Ecology
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Recipient Name Yakima County

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

AGENDA REQUEST FORM

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

Prepared by:

Scott Davis

Department: Solid Waste

Requested Agenda Date: 01/06/2026

Presenting: David Haws

Document Title:

Board of County Commissioners Record Assigned

#

011-2026

APPROVED FOR AGENDA:

Consent

Regular

Board of County Commissioners Determined

Discussion to authorize the Public Services - Solid Waste Division to bring forward a resolution to round cash disposal transactions to the nearest \$0.05.

Action Requested: Check Applicable Box

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

Describe Fiscal Impact:

No fiscal impact will be realized through this resolution.

Background Information:

With the Federal Gov'ts elimination of penny minting Effective January 6, 2026, local banks have significantly restricted the availability of pennies. This has severely limited the Solid Waste Division's ability to make correct change at the Landfill scale house facilities for cash transactions.

Summary & Recommendation:

Rounding cash transactions to the nearest \$0.05 would eliminate dependence on increasingly unavailable coinage, streamline scale transactions and reduce delays and administrative burden with obtaining and managing pennies.

Motion:

Staff recommends approval for Solid Waste to round cash transactions to nearest \$0.05.

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

A RESOLUTION OF THE BOARD OF COUNTY)
COMMISSIONERS AUTHORIZING THE PUBLIC)
SERVICES – SOLID WASTE DIVISION TO ROUND)
CASH DISPOSAL TRANSACTIONS TO THE)
NEAREST \$0.05.)
RESOLUTION
011-2026

WHEREAS, The Board of County Commissioners (“Board”) is responsible for establishing policies that ensure the efficient, equitable, and fiscally responsible operation of County services; and

WHEREAS, The Public Services Department – Solid Waste Division (“Solid Waste Division”) operates landfill scale house facilities that accept cash payments for disposal transactions; and

WHEREAS, The Federal Government has announced the elimination of penny minting, effective January 6, 2026, resulting in a significant reduction in the availability of pennies through local financial institutions; and

WHEREAS, Local banks have substantially restricted or eliminated the distribution of pennies, which has materially limited the Solid Waste Division’s ability to maintain sufficient coinage to provide exact change for cash transactions at landfill scale houses; and

WHEREAS, The continued dependence on pennies for making exact change has caused operational inefficiencies, transaction delays, and increased administrative burden associated with obtaining, storing, and managing increasingly unavailable coinage; and

WHEREAS, Rounding cash disposal transactions to the nearest five cents (\$0.05) is a widely accepted practice in jurisdictions where penny availability has been reduced or eliminated, and such rounding would apply **only to cash transactions**, with no impact to non-cash payments; and

WHEREAS, Rounding cash transactions to the nearest \$0.05 would eliminate reliance on pennies, streamline scale house operations, reduce delays, and improve overall customer service while maintaining fairness and transparency; and

WHEREAS, Staff has recommended approval of this operational change to address the current and anticipated constraints associated with penny availability.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners:

1. Authorization.

The Board hereby authorizes the Public Services Department – Solid Waste Division to implement rounding of **cash disposal transactions only** to the nearest five cents (\$0.05) at landfill scale house facilities.

2. Rounding Methodology.

Cash transactions shall be rounded as follows:

- Amounts ending in \$0.01 or \$0.02 shall be rounded **down** to the nearest \$0.00;
- Amounts ending in \$0.03 or \$0.04 shall be rounded **up** to the nearest \$0.05;

- Amounts ending in \$0.06 or \$0.07 shall be rounded **down** to the nearest \$0.05;
- Amounts ending in \$0.08 or \$0.09 shall be rounded **up** to the nearest \$0.10.

3. **Non-Cash Transactions Unaffected.**
This rounding policy shall apply exclusively to cash transactions. Transactions paid by check, credit card, debit card, or other non-cash methods shall continue to be charged at the exact calculated amount.

4. **Implementation and Notice.**
The Solid Waste Division is directed to implement this policy effective on or after January 6, 2026, and to provide appropriate public notice at scale houses and other relevant points of payment.

5. **Administrative Authority.**
The Public Services Director, or designee, is authorized to take all actions necessary to implement this Resolution, including updates to procedures, signage, and internal controls.

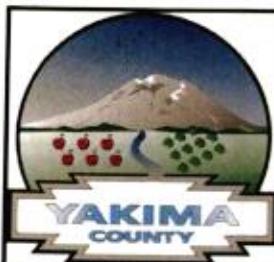
ADOPTED this 6th day of January, 2026.

LaDon Linde, Chair

Amanda McKinney, Commissioner

Julie Lawrence
Clerk of the Board
Commissioners

Kyle Curtis, Commissioner
*Constituting the Board of County
for Yakima County, Washington*



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.

Prepared by: Tomy Flores

Department: Public Services

Requested Agenda Date: 1/6/2026

Presenting: David Haws

Board of County Commissioners Record Assigned

BOCC Agreement

003-2026

Yakima County, WA

Action Requested – Check Applicable Box:

PASS RESOLUTION
 PASS ORDINANCE
 ISSUE PROCLAMATION

EXECUTE or AMEND
AGREEMENT, CONTRACT, or GRANT
 OTHER _____

Document Title:

Authorize Amendment #3 to Contract #C24001-P, BOCC #236-2024, for unit electrical services for Public Services & ER&R.

Background Information:

A contract was authorized with Knobels Electric Inc, June 25, 2024 for unit price electrical services for Yakima County ER&R & Public Services Division. Knobels Electric Inc is now being purchased by Stephen P. Soderstrom. Amendment #3 acknowledges Stephen P. Soderstrom will continue to service Yakima County ER&R & Public Services as indicated in the original agreement under the new name of Current Electric N.W. LLC. and all rights and responsibilities shall be assigned to Current Electric N.W. LLC.

Describe Fiscal Impact:

N/A

Summary & Recommendation:

Yakima County Equipment Rental & Revolving and Public Services Division recommends the Commissioners consideration to approve Contract Amendment #3, to Contract #C24001-P, BOCC#236-2024 with Stephen P. Soderstrom, DBA Current Electric N.W., LLC.

Department Head/Elected Official Signature

Initial _____
Corporate Counsel Initial (for Agreements Only)

AGREEMENT BOCC#236-2024 Amendment NO. 3
Public Services #C24001-P

Whereas, Yakima County, a subdivision of the State of Washington (hereinafter described as the "County" or "Yakima County"), and Knobels Electric Inc did enter into an existing agreement between the parties to provide unit price electrical services for Public Services and ER&R on or around June 25th, 2024 and

Whereas, Knobels Electric Inc. has indicated that it was sold and will continue to operate with the different management and location and will be operating legally under Stephen P. Soderstrom, DBA Current Electric N.W., LLC. Now therefore, the parties agree to the following:

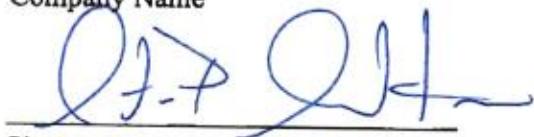
1. That all reference to the existing contract BOCC #236-2024 Knobels Electric Inc. be replaced and superseded with Stephen P. Soderstrom, DBA Current Electric N.W., LLC.
2. That all legal rights and contract responsibilities shall be hereby legally mutually assigned to Stephen P. Soderstrom, DBA Current Electric N.W., LLC.
3. Stephen P. Soderstrom, DBA Current Electric N.W., LLC shall upon execution of this amendment no.3 provide an updated and satisfactory liability insurance policy to Yakima County naming Yakima County as an additional insured at the previous liability minimum insurance coverage rates.
4. That all other terms and conditions of BOCC Agreement #236-2024 shall remain the same and shall be performed by the parties.
5. That the above modifications shall be effective upon full execution of the parties.

IN WITNESS WHEREOF, the County and Stephen P. Soderstrom, DBA Current Electric N.W., LLC have executed this Agreement BOCC #236-2024 amendment No. 3 as of the date and year last written below.

DONE this 23rd day of December 2025

CONTRACTOR

Current Electric NW, LLC
Company Name



Signature

Stephen P. Soderstrom
Signer's Name Printed/Typed

**BOARD OF YAKIMA COUNTY COMMISSIONERS
AGREEMENT**

Agreement Number

BOCC Agreement

0 0 3 - 2 0 2 6

Yakima County, WA

BOARD OF COUNTY COMMISSIONERS

LaDon Linde, Chair

Amanda McKinney, Commissioner

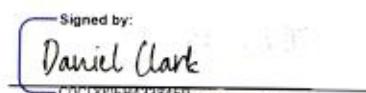
Kyle Curtis, Commissioner

DATED: JAN 06 2026

Attest:

Julie Lawrence, Clerk of the Board or
Erin Franklin, Deputy Clerk of the Board

Approved as to Form:

Signed by:

Daniel Clark
Deputy Prosecuting Attorney