



BOARD OF YAKIMA COUNTY COMMISSIONERS

Weekly Agenda Meeting

Tuesday, January 13, 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. PROCLAMATION

A. 2026 Martin Luther King Day Proclamation

5. CONSENT ITEMS

6. AUDITOR

A. Special Warrant

Issue Date: 1.6.26

Documents:

[SPECIAL WARRANT 1.6.26.PDF](#)

7. CORPORATE COUNSEL

A. Resolution 16-2026

Approving Settlement of Claim No. 37-2025 Filed by Jeri Dale.

Fiscal Impact: \$3,335.48

Documents:

[16-2026.PDF](#)

B. Resolution 17-2026

Denying Claim No. 41-2025 Filed by Jada Thompson.

Fiscal Impact: \$0

Documents:

[17-2026.PDF](#)

C. Resolution 18-2026

Denying Claim No. 45-2025 Filed by Ryan Cyr.

Fiscal Impact: \$0

Documents:

[18-2026.PDF](#)

D. Resolution 19-2026

Approving Settlement of Claim No. 50-2024 Filed by Moises Ramirez.

Fiscal Impact: \$20,000

Documents:

[19-2026.PDF](#)

8. COUNTY ROADS

A. Resolution 15-2026

Awarding Bid for Hot Mix Asphalt and Gravel Products for the Yakima County Road Department.

Fiscal Impact: Approximately \$750,000 of Road Maintenance Budgeted Materials

Documents:

[15-2026.PDF](#)

9. HUMAN RESOURCES

A. Resolution 12-2026

Additions/Deletions to Budgeted Positions in Fund 426 (Utilities).

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

Documents:

[12-2026.PDF](#)

B. Resolution 13-2026

Adopting HR 037 Yakima County Remote Work Policy.

Fiscal Impact: \$0

Documents:

[13-2026.PDF](#)

C. Resolution 14-2026

Establishing Miscellaneous Payment for Certain Attorneys in the Prosecuting Attorney's Office.

Fiscal Impact: \$0

Documents:

[14-2026.PDF](#)

10. TECHNOLOGY SERVICES

A. Agreement 5-2026

Contract with Televate for Countywide Radio System Project.

Fiscal Impact: Not to Exceed \$100,640.26 to be Paid from the 2/10ths Sales Tax Revenue

Documents:

[BOCC 5-2026.PDF](#)

11. NEW BUSINESS

12. 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
Accounts Payable Warrant Approval

Special Run- This check run is done once a year after 1st

Certification of Claims Clearing Warrant No. 884553 884576 in the amount of \$ \$215,900.13

ISSUE DATE 1/6/26

I, the undersigned, do hereby certify that these warrants that have been issued are the obligation of Yakima County as submitted by the undersigned auditing officers.



Yakima County Auditor's Office, Accounts Payable

We, the undersigned Board of County Commissioners of Yakima County Washington, do hereby certify that the merchandise or service hereinafter specified have been received and are approved for payment.

This 13th day of January, 20 26



Chairman, Board of County Commissioners

OR

Commissioner _____

Commissioner _____

AGENDA REQUEST FORM

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

Prepared by:

Patricia Barajas, Risk Manager

Department: Corporate Counsel

Requested Agenda Date: 01/13/2026

Presenting: _____

Document Title:

Board of County Commissioners Record Assigned

#

0 1 6 - 2 0 2 6

APPROVED FOR AGENDA:

Consent Regular

Board of County Commissioners Determined

IN THE MATTER OF APPROVING SETTLEMENT OF CLAIM No. 37-2025 FILED BY JERI DALE.

Action Requested: *Check Applicable Box*

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

Describe Fiscal Impact:

\$3,335.48

Background Information:

Ms. Dale claims Yakima County should pay her \$3,335.48 to resolve damages and medical treatment arising from a vehicle collision involving a County grader on October 29, 2025.

Summary & Recommendation:

Recommend payment of Claim No. 37-2025

Motion:

Department Head/ Elected Official

*Stephanie Wagand for
Joe Brust*

Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial

bjw

Late Agenda Requests Require BOCC Chairman Signature:

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

**IN THE MATTER OF APPROVING
SETTLEMENT OF CLAIM No. 37-2025
FILED BY JERI DALE**

0 1 6 - 2 0 2 6

WHEREAS Ms. Jeri Dale claims Yakima County should pay her Three Thousand Three Hundred Thirty-Five Dollars and Forty-Eight Cents (\$3,335.48) to resolve claims arising from a vehicle collision involving a County grader on October 29, 2025; **and**,

WHEREAS, the Corporate Counsel Division of the Yakima County Prosecuting Attorney's Office has investigated Jeri Dale's claim and recommends settlement of all claims relating to the Incident, without admission of liability by any party, by payment of Three Thousand Three Hundred Thirty-Five Dollars and Forty-Eight Cents (\$3,335.48) to Jeri Dale, in exchange for a complete settlement and release of all claims relating to the Incident; **and**,

WHEREAS, the Washington Counties Risk Pool (WCRP), subject to reimbursement by Yakima County, will prepare and deliver payment of Three Thousand Three Hundred Thirty-Five Dollars and Forty-Eight Cents (\$3,335.48) to Jeri Dale as settlement of this claim; **now therefore**,

BE IT HEREBY RESOLVED, by the Board of Yakima County Commissioners that Yakima County pay Jeri Dale Three Thousand Three Hundred Thirty-Five Dollars and Forty-Eight Cents (\$3,335.48) to settle all claims relating to the Incident, without admission of liability by any party; **now, therefore**,

BE IT FURTHER RESOLVED that the Prosecuting Attorney's Office, Corporate Counsel is authorized and directed to provide a copy of this resolution to Assistant Chief Civil Prosecuting Attorney Stefanie Weigand so that she may arrange for payment from Yakima County Fund 520 for a total of Three Thousand Three Hundred Thirty-Five Dollars and Forty-Eight Cents (\$3,335.48) to reimburse the Washington Counties Risk Pool for the settlement payment. The Assistant Chief Civil Prosecuting Attorney is further authorized to take whatever actions are reasonable and prudent to conclude the settlement provided by this resolution.

DONE this 13th day of January, 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:

Patricia Barajas, Risk Manager

Department: Corporate Counsel

Requested Agenda Date: 01/13/2026

Presenting: _____

Document Title: _____

Board of County Commissioners Record Assigned

#

017-2026

APPROVED FOR AGENDA:

Consent Regular
Board of County Commissioners Determined

IN THE MATTER OF DENYING CLAIM No. 41-2025 FILED BY JADA THOMPSON

Action Requested: *Check Applicable Box*

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

Describe Fiscal Impact:

\$0

Background Information:

Ms. Thompson claims Yakima County should pay her \$1,575.66 for vehicle damage she alleges occurred after her tire struck what she believed to be a pothole on Mize Road on November 5, 2025.

Summary & Recommendation:

Recommend denial of Claim No. 41-2025

Motion:

Department Head/ Elected Official

Befanie Wiegand for
Joe Brusie

Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial

bjw

Late Agenda Requests Require BOCC Chairman Signature:

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

IN THE MATTER OF DENYING
CLAIM No. 41-2025 FILED BY
JADA THOMPSON

017-2026

WHEREAS, Jada Thompson claims that Yakima County should pay her One Thousand Five Hundred Seventy-Five Dollars and Sixty-Six Cents (\$1,575.66) for vehicle damage she alleges occurred on November 5, 2025, on Mize Road; **and**,

WHEREAS, the Corporate Counsel Division of the Yakima County Prosecuting Attorney's Office investigated Jada Thompson's claim and recommends that the claim be denied; **now; and**,

WHEREAS, the Board of Yakima County Commissioners, having reviewed the facts and circumstances, finds Jada Thompson's claim does not establish a basis for Yakima County to pay them any money; **now, therefore**,

BE IT HEREBY RESOLVED by the Board of Yakima County Commissioners that Claim No. 41-2025 submitted by Jada Thompson is hereby denied.

BE IT FURTHER RESOLVED that the Yakima County Prosecuting Attorney's Office, Corporate Counsel, is directed, pursuant to RCW 4.96.020, to transmit a copy of this resolution as notice of denial of this claim to Jada Thompson.

DONE this 13th day of January, 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:

Patricia Barajas, Risk Manager

Department: Corporate Counsel

Requested Agenda Date: JAN 13 2026

Presenting: _____

Document Title:

Board of County Commissioners Record Assigned

#

018-2026

APPROVED FOR AGENDA:

Consent Regular
Board of County Commissioners Determined

IN THE MATTER OF DENYING CLAIM No. 45-2025 FILED BY RYAN CYR

Action Requested: Check Applicable Box

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

Describe Fiscal Impact:

\$0

Background Information:

Mr. Cyr claims Yakima County should pay him \$1,351.83 for windshield damage he alleges occurred after gravel struck his vehicle while traveling on Interstate 82 on December 12, 2025.

Summary & Recommendation:

Recommend denial of Claim No. 45-2025

Motion:

Department Head/ Elected Official

*Stefanie Wegand for
Joe Brusick*

Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial

bjw

Late Agenda Requests Require BOCC Chairman Signature:

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

IN THE MATTER OF DENYING
CLAIM No. 45-2025 FILED BY
RYAN CYR

018-2026

WHEREAS, Ryan Cyr claims that Yakima County should pay him One Thousand Three Hundred Fifty-One Dollars and Eighty-Three Cents (\$1,351.83) for windshield damage he alleges occurred on December 12, 2025, while traveling on Interstate 82; **and**,

WHEREAS, the Corporate Counsel Division of the Yakima County Prosecuting Attorney's Office investigated Ryan Cyr's claim and recommends that the claim be denied; **now; and**,

WHEREAS, the Board of Yakima County Commissioners, having reviewed the facts and circumstances, finds Ryan Cyr's claim does not establish a basis for Yakima County to pay them any money; **now, therefore**,

BE IT HEREBY RESOLVED by the Board of Yakima County Commissioners that Claim No. 45-2025 submitted by Ryan Cyr is hereby denied.

BE IT FURTHER RESOLVED that the Yakima County Prosecuting Attorney's Office, Corporate Counsel, is directed, pursuant to RCW 4.96.020, to transmit a copy of this resolution as notice of denial of this claim to Ryan Cyr.

DONE JAN 13 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:

Patricia Barajas, Risk Manager

Department: Corporate Counsel

Requested Agenda Date: 01/13/2026

Presenting: _____

Document Title:

Board of County Commissioners Record Assigned

#

019-2026

APPROVED FOR AGENDA:

Consent Regular

Board of County Commissioners Determined

IN THE MATTER OF APPROVING SETTLEMENT OF CLAIM No. 50-2024 FILED BY
MOISES RAMIREZ

Action Requested: *Check Applicable Box*

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

Describe Fiscal Impact:

\$20,000

Background Information:

Mr. Ramirez claims Yakima County should pay him \$20,000.00 to resolve a personal injury claim arising from a motor vehicle collision involving a County employee on August 10, 2024, at Van Belle Road and Maple Grove Road.

Summary & Recommendation:

Recommend payment of Claim No. 50-2024

Motion:

Department Head/ Elected Official

Stefanie Weigand for
Joe Brusio

Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial

BJW

Late Agenda Requests Require BOCC Chairman Signature:

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

**IN THE MATTER OF APPROVING
SETTLEMENT OF CLAIM No. 50-2024
FILED BY MOISES RAMIREZ**

019-2026

WHEREAS Moises Ramirez, claims Yakima County should pay him Twenty Thousand Dollars (\$20,000.00) to resolve claims arising from a motor vehicle collision that occurred on August 10, 2024, at Van Belle Road and Maple Grove Road; **and**,

WHEREAS, the Corporate Counsel Division of the Yakima County Prosecuting Attorney's Office has investigated Moises Ramirez's claim and recommends settling the matter for the negotiated settlement amount in order to avoid the uncertainties inherent in litigation. This settlement is entered into without admission of liability by any party in exchange for a complete release of his allegations relating to the causes of action signed by him; **and**,

WHEREAS, the Washington Counties Risk Pool (WCRP), subject to reimbursement by Yakima County, will prepare and deliver payment of Twenty Thousand Dollars (\$20,000.00) to Moises Ramirez as settlement of this claim; **now therefore**,

BE IT HEREBY RESOLVED, by the Board of Yakima County Commissioners that Yakima County pay Moises Ramirez Twenty Thousand Dollars (\$20,000.00) to settle all claims relating to the Incident, without admission of liability by any party; **now, therefore**,

BE IT FURTHER RESOLVED that the Prosecuting Attorney's Office, Corporate Counsel is authorized and directed to provide a copy of this resolution to Assistant Chief Civil Prosecuting Attorney Stefanie Weigand so that she may arrange for payment from Yakima County Fund 520 for a total of Twenty Thousand Dollars (\$20,000.00) to reimburse the Washington Counties Risk Pool for the settlement payment. The Assistant Chief Civil Prosecuting Attorney is further authorized to take whatever actions are reasonable and prudent to conclude the settlement provided by this resolution.

DONE this 13th day of January, 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: Andy Vickers

Department: Road Maintenance

Requested Agenda Date: 1/13/2026

Presenting: Matt Pietrusiewicz

Board of County Commissioners Record Assigned

#

0 1 5 - 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:

Award 2026 Asphalt and Gravel Products

Background Information:

After opening bids following a two week advertisement, there is a need to purchase Rock and Asphalt products to conduct various maintenance activities throughout the 2026 fiscal year. The amounts of total product purchased will be determined by need within the road maintenance budget.

Describe Fiscal Impact:

Approximately \$750,000 of Road Maintenance Budgeted Materials.

Summary & Recommendation:

Yakima County Engineer and Road Maintenance staff recommend the Board of County Commissioners award to all bidders.

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

IN THE MATTER OF AWARDING BID
FOR HOT MIX ASPHALT AND GRAVEL
PRODUCTS FOR THE YAKIMA COUNTY
ROAD DEPARTMENT

015-2026

WHEREAS, pursuant to Resolution No. 295-2025, dated December 2nd, 2026 bid opening was set for December 30th, 2025 at 2:00 p.m., or as soon thereafter as possible, at 1216 s 18th St Yakima, Washington 98901; and,

WHEREAS, the Clerk of the Board of County Commissioners posted and published "Call for Bids" that specifications for said bid were available from the office of the County Engineer; and,

WHEREAS, the bids listed on the attached tabulation sheet were received, opened and publicly read; and,

WHEREAS, the County Engineer recommends that all bids be accepted; now, therefore,

BE IT HEREBY RESOLVED by the Board of County Commissioners of Yakima County Washington, that the bids for Hot Mix Asphalt and Gravel Products are awarded as shown on the attached bid tabulation sheet.

DONE
JAN 13 2026

LaDon Linde, Chair

Attest:

Kyle Curtis, Commissioner

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

Amanda McKinney, Commissioner

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

BID TABULATION SHEET
YAKIMA COUNTY ROADS

BID:	2026 Hot Mix Asphalt & Gravel Products	Granite Construction Co., 80 Pond Rd., Yakima, WA 98901	Waenish Sand & Gravel 680 N. Oldenway Rd. Wapato, WA 98951	Wheeler Rock Products 250 Cowin Lane Wapato, WA 98951	Honeshine Bend Quarry 3001 SR410 Naches, Wa 98937	O.L.Luther Co., Inc. 710 Luther Road Granger, WA 98932	Central Pre Mix 2250 Riverside Rd Yakima,Wa 98901	Central Washington Asphalt Inc. P.O. Box 939 Moses Lake, WA 98837	Herke Rock 18551 Ahlanum Rd Yakima,Wa 98903
TIME:	2:00 p.m.		O. 509-877-2057	C. 509-480-5773	509-653-1939	509-837-2527	509-731-9739	509-765-5757-EX1120 509-771-7461	509-965-7625
DATE:	December 30, 2025								
Unit	Description	RYAN KOVATCH	ALEX LONG	NICK ZORZAA	DAVID WILLIAMSON	ARTHUR LUTHER	COLLIN BROWN	JUSTIN	STEVE HERKE
Ton	Hot Mixed Asphalt Class 1 1/2" PG 64-28	\$85.00	NO BID	NO BID	\$98.00	NO BID	\$65.00	NO BID	NO BID
Ton	Hot Mixed Asphalt Class 3 1/8" PG 64-28	\$96.00	NO BID	NO BID	\$98.00	NO BID	\$69.00	NO BID	NO BID
Ton	Crushed Surfacing Top Course	\$14.00	\$13.50	\$11.50	\$15.00	\$13.50	\$12.50	NO BID	\$13.00
Ton	Crushed Surfacing Base Course 1-1/4" - 0"	\$14.00	\$13.50	\$11.50	\$15.00	\$13.50	\$12.50	NO BID	\$13.00
Ton	Ballast 2-1/2" - 0"	\$21.00	NO BID	NO BID	\$15.00	NO BID	NO BID	NO BID	\$11.00
Ton	Crushed Screenings Sealrock 3/8" - No. 4	\$16.00	NO BID	NO BID	\$25.00	NO BID	NO BID	NO BID	\$28.00
Ton	Crushed Screenings Sealrock 1/2" - No. 4	\$16.00	NO BID	NO BID	\$17.00	NO BID	\$16.75	NO BID	\$26.00
Ton	Crushed Screenings Sealrock 5/8" - No. 4	\$16.00	NO BID	NO BID	\$17.00	NO BID	NO BID	NO BID	\$26.00
GAL	TACK-CSS-1	\$6.00	NO BID	NO BID	\$5.50	NO BID	\$6.00	NO BID	NO BID

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: 01/13/2026

Presenting: Judy Kendall

Document Title:

Board of County Commissioners Record Assigned

#

0 1 2 - 2 0 2 6

APPROVED FOR AGENDA:

Consent Regular
Board of County Commissioners Determined

IN THE MATTER OF ADDITIONS/DELETIONS TO BUDGETED POSITION IN FUND 426 - UTILITIES.

Action Requested: Check Applicable Box

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

Describe Fiscal Impact:

The 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 FUND 426,
UTILITIES;

012-2026

WHEREAS, the Board of Yakima County Commissioners has approved the request to Reclassify Position No. 426-06, Utilities Maintenance Technician III (B25), to Utilities Maintenance Technician I (B23), 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
426 Utilities	426-06	Utilities Maintenance Tech III	B25	Utilities Maintenance Tech I	B23

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 this 13th day of January 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: 01/13/2026

Presenting: Judy Kendall

Document Title:

IN THE MATTER OF ADOPTING HR 037 YAKIMA COUNTY REMOTE WORK POLICY

Action Requested: *Check Applicable Box*

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

Describe Fiscal Impact:

Background Information:

The objective of this policy is to establish eligibility and parameters, responsibilities, and procedures for each County office or department to consider remote work arrangements for employees

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 ADOPTING HR 037
YAKIMA COUNTY REMOTE WORK POLICY

013-2026

WHEREAS, the Board of Yakima County Commissioners has determined the need to adopt Policy No. HR 037, Yakima County Remote Work Policy. This policy establishes basic eligibility and parameters, responsibilities, and procedures for each County office or department to consider remote work arrangements for employees; **and**,

WHEREAS, each County office or department may develop additional remote work requirements, guidelines, or procedures, provided they are consistent with this policy; **and**,

WHEREAS, each County office or department approval is discretionary and based on operational need; **and**,

WHEREAS, this policy provides that remote work is not an entitlement, benefit or right; **and**,

WHEREAS, the Board of Yakima County Commissioners has determined the policy should be effective January 1, 2026; **now, therefore**,

BE IT HEREBY RESOLVED by the Board of Yakima County Commissioners that the Policy No. HR 037 Yakima County Remote Work Policy be adopted effective January 1, 2026.

DONE this 13th day of January, 2026.

LaDon Linde, Chair

Attest:

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

Amanda McKinney, Commissioner

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

**YAKIMA COUNTY
REMOTE WORK POLICY
POLICY NO. HR 037**

I. Purpose

To align with the changes in today's business practices and to lessen the impact on the environment/ promote the Commute Trip Reduction Program required by all Washington State large employers, Yakima County will consider remote arrangements. These arrangements will be considered provided they do not have a negative impact upon services to the public nor impede the County office or department from accomplishing its mission in an efficient and cost-effective manner.

Each County office or department may develop additional remote work requirements, guidelines, or procedures, provided they are consistent with the intent of this policy.

Provisions of negotiated labor contracts which conflict with this policy take precedence over this policy to the extent applicable.

Remote work is not an entitlement, benefit, or right. Approval is discretionary and based on operation needs.

II. Eligibility and Parameters

a. Employee Eligibility

The decision to allow remote work is based on the employee's ability to complete assigned tasks and duties. Employees eligible to work remotely must also have the following qualifications:

1. be in good standing (employees must not be on notice or under any disciplinary action); and
2. have a demonstrated ability in communicating electronically.
3. have demonstrated the ability to be productive in a remote work environment and perform the essential duties of the job while working remotely.

b. Position Eligibility

The Department Head / Elected Official is responsible for designating positions and employees eligible for remote work and ensuring that department policy provides for fair and equitable treatment of employees regardless of remote work status. There are many Yakima County positions that because of the nature of the work performed, remote work is not feasible.

The Department Head / Elected Official will consider the following steps before implementing a remote work program:

1. Set Clear Expectations
 - Formulate and communicate a comprehensive department specific remote work policy and procedure for employees.
 - Set core work hours – the standard hours during which an employee is expected to be working in accordance with their FTE. These may vary from employee to employee.
 - The employee is expected to perform the work and be accessible during the agreed upon core hours unless there is prior approval from the supervisor.

2. Monitor, Evaluate and Communicate:
 - Develop fair performance evaluation criteria before implementing remote work schedule.
 - Develop clear and consistent expectations for how to measure performance.
 - Develop a plan with periodic monitoring to ensure the work is completed properly; and
 - Communicate with employees to determine what, if any, tasks must be completed onsite and how often the employee is expected to meet in person.
- c. Length of Assignment

Remote work is strictly within the discretion of the Department Head/ Elected Official and may be revoked at any time.

Remote work agreements should be renewed every calendar year.
- d. Compensation
 1. Employee salary / hourly rate of pay, benefits, worker compensation, paid leave plans and other employee benefits shall not change due to remote work status.
 2. Non-exempt/hourly employees may not perform any work outside the established work schedule without prior approval from the supervisor.
 3. Employees will not be monetarily compensated for the use of electricity, internet, telephone costs incurred while the employee is working remotely from home.

III. Responsibilities

- a. Human Resources Department

Will retain all employee remote work agreements using Workday as the system of record.
- b. Department Head/ Elected Official
 1. Will assess the request for remote work for feasibility and if the work meets the business needs and expectations of the Department.
 2. It is the responsibility of the Department Head / Elected Official to monitor initiation, modification and expiration of these agreements.
 3. Has the right to terminate remote work agreements at any time and are required to perform a periodic evaluation of the work arrangement while in force.
- c. Employee
 1. Must adhere to the guidelines, policies and procedures as designated by Yakima County, the Department Head / Elected Official and of the work standards required by state and federal employment regulations.
 2. Is encouraged to discuss expectations of remote work with household members prior to entering into a remote work agreement.

3. Must have appropriate dependent care or caregiving arrangements. Employees should not be actively engaging in dependent care or caregiving activities during periods they count toward time worked.
4. If dependent care or caregiving activities prevent / significantly disrupt work, the employee should notify the supervisor to request an appropriate adjustment to their schedule or allow for use of paid or unpaid leave.
5. When employees' children are sick, sick leave or another type of paid leave should be taken instead of working remotely. This is for the comfort of both the employee and their child or children and the safety of the child or children. If working is unavoidable because of a deadline and the employee wants to work, employees can seek permission from the Elected Official or Department Head to work remotely part of the day. However, this exception should be used sparingly as employees' attention should remain on their child or children when illness occurs.
6. Must notify their supervisor when circumstances prevent effective remote work. Examples include illness, power / equipment failures, loss of connectivity. Supervisors may direct the employees to report to their regular worksite or other County worksite.
7. Sick leave or other forms of paid leave should be used when employees are ill instead of working remotely as it is important for employees' health that they are able to rest and recuperate. At Yakima County, our employees' health and welfare remain top priorities. In the case of a minor illness, employees may ask for permission from the Elected Official/Department Head to work remotely part of the day.

IV. Procedures

a. Safe Work Environment

1. The Department Head / Elected Official has the discretion to inspect and approve an employee's home as an alternate work location for remote work. The initial inspection will be scheduled and completed prior to the approval for Remote Work. Only the areas in the home the employee designates as work space will be inspected. The work location must be maintained in clean, professional, and safe conditions. The scheduling and results of all inspections shall be kept in a written/electronic record by the Human Resources Department. Inspections shall be conducted by the Employee's Manager, HR Risk Analyst (or representative) and the remote worker. Subsequent inspections shall occur once each year. Initial inspections must be in person. Subsequent inspections may be done virtually. HR will schedule subsequent inspections.
 - i. If the remote worker moves or remodels their home, a new in person inspection would be required.
2. The employee's home workplace is considered an extension of the normal County work location. The employee will be covered by workers' compensation laws and regulations if accidents occur while performing work on behalf of the County and during the understood and approved work schedule at the alternate work location. Workers' compensation shall not apply to non-job-related injuries that occur in the alternate work location.

3. The Employee is responsible for all expenses needed to establish and maintain an appropriate work environment including furniture, lighting, and connectivity.
4. Employees shall not have in-person work related meetings with external or internal customers at their alternate work location.
5. Should the workers' remote work site and/or network connectivity not pass inspection or fail, the remote work authorization may be revoked.

b. Technology Requirements

1. The Technology Services Department reserves the right to determine, with information supplied by the employee and supervisor, the appropriate equipment needs for each remote work arrangement. Equipment should include camera capability.
2. Any hardware, software, equipment or office supplies provided by the County remains the property of the County and must be returned to the County when the remote work agreement is terminated, including employee separation.
3. Employees are responsible for taking care of the equipment to protect it from damage or theft. In the event of either, the employee is to immediately report the event to their supervisor.

c. Work Productivity Expectations

Prospective remote workers should work with their supervisor to determine the most effective ways to communicate.

1. Reporting To Work
 - i. Each remote work arrangement will include hours of work within an established work week. Remote work involves a cooperative, good-faith agreement that the employee working remotely will maintain the assigned schedule and perform productive work during the designated business hours or confirmed schedule. The remote work employee agrees to minimize engaging in personal business or activities beyond the extent considered reasonable at a County worksite.
 - ii. Employees must report to work at the standard work location (normal County work setting i.e. office) if an emergent issue arises.
2. Productivity Standards While Working
 - i. Employees are expected to maintain high-quality productivity, performance, communication and responsive standards to meet deadlines.
 - ii. All employees will be held to the same performance standards regardless of work location.
 - iii. Employees working remotely will be promptly responsive to phone calls, e-mails, tickets and will always be active on the standard video conferencing application (i.e. Teams, Zoom).

3. Communication with Others
 - i. Remote work employees must maintain the same level of coordination, communication and connectivity with their coworkers, customers, and partners as would be expected in a centralized office environment.
 - ii. Employees shall maintain a professional virtual presence during remote work hours and comply with the dress code expectations outlined in the Yakima County Employee Handbook during virtual meetings.
 - iii. Communication between a remote work employee and their supervisor will be in a manner and frequency appropriate for the position and individuals involved.
 - iv. Remote workers are expected to reflect their remote work schedule on their outlook calendar.
- d. Record Retention

All files, records, papers, or other materials created while working remotely become County property and must be retained (either in hard copy or electronically) consistent with the Washington State Archives record retention rules and/or county policy. All electronic documents must be saved to the County network and not maintained on employees' personal storage devices. Each department will determine the appropriate storage method and location for documents not electronically saved. Confidential records should not be removed from the County work site to work on remotely. Employees will need to work with their supervisors about which work tasks can be performed remotely and which tasks necessitate more structure.
- e. Remote Work and Inclement Weather
 1. If the County offices are closed for work activities or have a delayed opening, remote workers whose home office is not impacted by the inclement weather should continue to work as usual.
 2. If the remote worker's office closure impacts the employee's ability to perform work (i.e., does not have access to materials or resources needed), the employee should contact their supervisor immediately. If the employee and the supervisor agree that the employee is unable to work remotely, the supervisor may direct the remote worker to come into the office to finish their workday. Other alternatives include utilization of employees' paid leave to cover the remainder of the day or, if the remote worker is on a flexible work schedule, making arrangements to make up the lost time later in the same week.



REMOTE WORK AGREEMENT

Yakima County supports remote work arrangements and allows departments to implement such arrangements for employees meeting eligibility criteria. This agreement is intended to ensure both the supervisor and the employee have a clear, shared understanding of the terms and conditions of the employee's remote work arrangement.

Employee Name:	Employee ID:	Job Title / Classification:
Department:	Supervisor:	
Primary Remote Work Site Address:		
Remote work arrangement effective dates		
Start Date:		
End Date:		
Indefinite:		
Initial Review Date:		
1 st Quarter Review Date:		
2 nd Quarter Review Date:		
3 rd Quarter Review Date:		
4 th Quarter Review Date:		

Scheduled Work Hours			
Day:	Remote Work Day?	Start Time:	End Time:
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

Expectations for a remote work employee:

- To reflect remote work schedules on their calendars, be available, responsive and productive during scheduled work hours.

- Duties, obligations, and responsibilities are the same as what would be performed at the central worksite, including the obligation to respond to voicemail, e-mail and other messages in a timely manner.
- Work will be performed at the above-listed location(s) during the designated remote work schedule, unless the employee has received prior approval to temporarily work elsewhere.
- The employee will observe required rest and meal periods consistent with employment status and County policy.
- Any time off or overtime must be prearranged, preapproved and recorded according to applicable policies, department guidelines, union contract terms, etc.

Productivity/Performance Expectations:

Each remote work employee is required to maintain the same level of productivity and performance (quality, quantity, timeliness) as they would at the central work site. *List below the cadence for how work progress is communicated, and productivity/performance will be managed and assessed (e.g. structured daily or weekly check-ins, work status reports, dashboards, action plans).*

Work Product Security/Retention

Each remote work employee agrees to ensure the protection and safeguarding of any confidential information and documents (in both physical and digital format) accessible within their remote work site, including preventing unauthorized access to any County system or information, and disposal of work-related documents in an appropriate manner. *List below any specific security or record retention requirements, and the required safeguarding method(s).*

Technology Support & Requirements/ Equipment & Supplies

- Remote work employees are required to provide and maintain reliable internet connectivity and speed to support their work demands and position for the duration of the remote work arrangement. In the event of equipment failure or service interruption, the employee must notify their supervisor immediately to discuss alternate assignments or other options.
- Equipment/technology provided or paid for by the County will be maintained by the County at the central worksite and must be used for business purposes only. Remote work employees are subject to the same County policies regarding the use of county provided equipment as that of employees at the centrally located worksite. All County property will be returned to the county when the remote work arrangement is no longer valid, if the equipment is no longer needed to do

their work, if employment with the county is terminated, or as requested unless other arrangements have been made.

- Additionally, each remote work employee is required to maintain a remote work site that is safe, functional, ergonomically suitable and free from recognized hazards. The employee is responsible for costs associated with the setup and ongoing maintenance of the remote workspace (remodeling, furniture or lighting, repairs or modifications to the workspace). The County will, however, supply remote work employees with appropriate office supplies and computer equipment as needed for their position and the work performed.

Technology / Equipment & Supplies provided to the employee:			
Equipment Item	Provided by:	Date Provided:	Notes
Laptop / Desk Top			
Docking Station			
Mouse			
Keyboard			
Monitor			
Webcam /Speakers			
Headset/ Microphone			
Printer			
Other:			
Other:			

Acknowledgments:	Employee Initials
I understand this Remote Work Agreement may be discontinued at any time by Yakima County, at the sole discretion of the Elected Official/Department Head.	
I have read and understand the Yakima County Remote Work Policy (and the departmental remote work policy, if applicable), the Remote Work technical requirements and agree to all provisions, including those further detailed in this Agreement.	
I understand I am required to comply with all timekeeping and overtime requirements and regulations defined by local, state or federal law (e.g., the Fair Labor Standards Act), applicable collective bargaining agreement, and/or Yakima County policy.	
I have discussed expectations of remote work with my household members prior to entering into this remote work agreement.	
I understand the work I perform while working remotely remains subject to Yakima County records retention policy and applicable regulations, including the Washington State Public Records Act RCW 42.56	

I understand work-related injuries at my remote work location during working hours may be covered by Workers' Compensation. I agree to report any work-related illness or injury in accordance with Section 1.7 (Accident/Incident Reporting) of the Accident Prevention Program.	
I will allow the County to conduct remote work site inspections if there are safety and ergonomic concerns, or if a job-related incident or accident has occurred.	
I agree to maintain the confidentiality of all Yakima County information and documents and prevent unauthorized access to any County system or information.	
I agree to comply with all County policies and consistently demonstrate County organizational values in meeting the performance and behavioral standards of my position.	
I agree to report to the central worksite as necessary, when requested/directed to do so by my supervisor.	
Acknowledgments (continued):	Employee Initials
I understand any use of my personal vehicle for work travel during the course of my scheduled workday is subject to compliance with all conditions listed in the Yakima County Business Expense Policy.	
Other:	

This remote work agreement is not a contract of employment and does not provide any contractual rights to continued employment.

Employee Signature:	Date:
Supervisor Signature:	Date:
Department Head /Elected Official:	Date:

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: 01/13/2026

Presenting: Judy Kendall

Document Title:

Board of County Commissioners Record Assigned

#

014-2026

APPROVED FOR AGENDA:

Consent Regular

Board of County Commissioners Determined

IN THE MATTER OF ESTABLISHING MISCELLANEOUS PAYMENT FOR CERTAIN
ATTORNEYS IN THE PROSECUTING ATTORNEYS' OFFICE

Action Requested: *Check Applicable Box*

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

Describe Fiscal Impact:

Background Information:

The Yakima County Prosecutor's Office is assisting the Yakima County Sheriff's Office in completing records requests.

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 ESTABLISHING MISCELLANEOUS
PAYMENT FOR CERTAIN ATTORNEYS IN THE
PROSECUTING ATTORNEYS' OFFICE;**

014-2026

WHEREAS, the Yakima County Sheriff's Office continues to experience vacancies and turnover in the YSO Records Division that is having severe impacts on the Yakima County Sheriff's Office in providing records in compliance with the Public Records Act; **and**,

WHEREAS, the Yakima County Prosecuting Attorney's Office is assisting the Yakima County Sheriff's Office in completing these records requests; **and**,

WHEREAS, the Yakima County Sheriff's Office is requesting that the Yakima County Prosecuting Attorney's Office continue to respond to records requests to ensure that the data is provided in compliance with the Public Records Act; **and**,

WHEREAS, The Yakima County Sheriff's Office is proposing reimbursement to the Yakima County Prosecuting Attorney's Office for the costs incurred by Yakima County Prosecuting Attorney staff to complete these records requests; **and**,

WHEREAS, non-exempt employees of the Yakima County Prosecuting Attorney's Office will earn overtime for hours worked outside their normal schedule; **and**,

WHEREAS, exempt employees of the Yakima County Prosecuting Attorney's Office do not earn overtime; **and**,

WHEREAS, the Yakima County Sheriff's Office is proposing to reimburse the Yakima County Prosecuting Attorney's Office for Miscellaneous earnings provided to these exempt employees for the additional workload of the YSO records requests; **and**,

WHEREAS, Exhibit A, outlines the provisions and need for the miscellaneous payment for exempt employees of the Yakima County Prosecuting Attorney's Office; **now, therefore**,

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

BE IT HEREBY RESOLVED, that the Board of Yakima County Commissioners approves the request to provide miscellaneous payments for any exempt employee of the Prosecuting Attorney's Office charged with management of public records on behalf of the Yakima County Sheriff's office effective January 1, 2026 and lasting no more than three (3) months or March 31, 2026 or sooner if the Yakima County Sheriff's Office resumes full management of records requests as determined mutually by the Yakima County Prosecutor and the Yakima County Sheriff; **and**,

BE IT FURTHER RESOLVED by the Board of Yakima County Commissioners that the miscellaneous payments provide a \$1,500 payment each month effective July 1, 2025 and lasting no more than three (3) months, or March 31, 2026, or sooner if the Sheriff's office resumes full management of public records, as determined mutually by the Yakima County Prosecutor and the Yakima County Sheriff. All payments are subject to applicable taxes as stipulated by law.

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 this 13th day of January, 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
RESOLUTION
Exhibit "A"

Exempt Employee Miscellaneous Compensation

Purpose:

Due to continued staffing issues in the Yakima County Sheriff's Office Records Division, the Sheriff is requesting assistance in approving "miscellaneous pay" in the amount of \$1,500 per month (\$750.00 per pay period) to compensate attorneys in the civil division of the Prosecuting Attorney's Office for work performed for YSO.

The Sheriff's Office General Fund budget will reimburse this cost in full.

Background:

During the last three years, the Sheriff's Office has been attempting to recruit and fill vacancies, specifically in the records division. This has been an ongoing and challenging process that has not resulted in successful, stable hires, with key employees submitting letters of resignation. While they have made some progress, training of the records staff is ongoing.

Compensation and equity for work performed:

The Sheriff's Office receives upwards of 180 plus records requests each month. The Civil Division of the Prosecuting Attorney's Office will take over the enormous task of trying to keep the Sheriff's office legally compliant under RCW 42.56, the Public Records Act.

Recently, changes in the Public Records Act Model Rules add additional work up front for the processing of these requests. The requests received continue to grow both in volume and complexity of the requests received. This change follows recent changes regarding more expansive redaction requirements under HB1934. The work and training of new staff need to be continued to ensure a seamless transition.

Exempt Attorney staff along with non-attorney professionals of the Prosecuting Attorney's Office, Civil Division, will take on this extra work and responsibilities to keep YSO legally compliant.

As authorized by Joseph Brusic, County Prosecutor, the Prosecuting Attorney's Office will, for a period of three (3) months, step in and manage this additional workload. This will be reassessed at the end of March, 2026.

Payment:

Exempt Attorney Staff – January 1, 2026 through March 31, 2026: \$750.00 per pay period (\$1,500 per month) payment is to be issued monthly effective January 1, 2026.

Non-Exempt Attorney Staff: time and effort will be tracked and paid as overtime, reimbursed by the Sheriff's Office.

Duration:

Termination Date: This provision will terminate March 31, 2026, or earlier. Monthly payments will last no more than three (3) months or earlier if the Sheriff's office resumes full management of public records, as determined by County Prosecutor and County Sheriff, or on recommendation by the Civil Attorney charged with performing the work.

Tax Information: All payments are subject to applicable taxes as stipulated by law.



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: Dale A. Panattoni
Department: Technology Services
Requested Agenda Date: 12/30/2025- 1/13/2026
Presenting: _____

Board of County Commissioners Record Assigned

BOCC Agreement

0 0 5 - 2 0 2 6

Yakima County, WA

Action Requested – Check Applicable Box:

PASS RESOLUTION
 PASS ORDINANCE
 ISSUE PROCLAMATION

EXECUTE or AMEND
AGREEMENT, CONTRACT, or GRANT
 OTHER _____

Document Title:

Approve contract with Televate for county-wide radio system project.

Background Information:

Televate was hired several years ago to get the county through the RFP phase of the proposed county-wide radio system project. The proposed hours in that first contract were exceeded. This contract resolves that and provides Televate with the appropriate billing for the work that they've done and for the work to help us complete the RFP process.

Describe Fiscal Impact:

Maximum \$100,640.26 (including tax). To be paid from the radio's 2/10 sales tax revenue

Summary & Recommendation:

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

**BOARD OF YAKIMA COUNTY COMMISSIONERS
AGREEMENT**

Agreement Number

BOCC Agreement

0 0 5 - 2 0 2 6

Yakima County, WA

BOARD OF COUNTY COMMISSIONERS

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

DATED: JAN 13 2026

Attest:

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

Approved as to Form:

Bethanie Weigand
Deputy Prosecuting Attorney

CONSULTANT/ PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT/CONTRACT is entered by Yakima County, hereinafter "County", whose address is 128 N. 2nd Street, Yakima, WA and Televate LLC, hereinafter "Contractor", more specifically identified as:

Name: Televate LLC
Street: 1934 Old Gallows Road, Suite 350
City, State Zip: Vienna, VA, 22182
Federal Tax ID No: 31-1808846
Washington State Department of Revenue No.: 397 016 924

WITNESSETH: In consideration of the terms and conditions contained, the parties agree as follows:

- 1. Project:** Contractor agrees to do all work and furnish all materials necessary for performing the work in accordance with this agreement as detailed in the Scope of Work, attachment A to this Agreement.
- 2. Amendments:** This agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.
- 3. Consideration:** The County shall compensate Contractor an amount not to exceed \$100,640.26, including sales tax. Contractor proposes to provide monthly invoices covering the tasks performed the previous month. Contractor's hourly rates are identified in attachment A on page 8.
- 4. Independent contractor:** The parties agree that, for the purposes of this agreement, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory worker's compensation or employer liability insurance as required by state law.
- 5. Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical disability 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. The Contractor and subcontractor 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 subject to this agreement.

Pay Transparency Nondiscrimination Provision: The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

6. **Assignment:** The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining written prior approval from the County.
7. **Termination:** Either party may terminate this contract upon sixty-days written notice sent by mail to the addresses listed above.
8. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
9. **Insurance:** The Contractor agrees that at all times during the term of this contract that it will maintain on a primary and non-contributory basis and at its sole expense, the insurance coverage limits and endorsements described below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to Yakima County. The requirements contained herein, as well as the County's or designee's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.
 - A. **Commercial General Liability Insurance:** Contractor agrees to maintain a policy with a limit of liability of not less than two million (\$2,000,000.00) each occurrence and five million (\$5,000,000.00) General Aggregate coverage. Insurance shall be written on ISO occurrence form CG 00 01 or an alternative form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limited Products Completed, Operations, or Contractual Liability and/or Cross Liability. The County shall be named as Additional Insured under the coverage with respect to the work performed under this agreement.
 - B. **Workers' Compensation:** Contractor shall maintain coverage at limits as legally mandated by the Industrial Insurance Laws of the State of Washington.

C. Professional Liability Insurance: If professional liability insurance is applicable in this agreement, such professional liability insurance shall be maintained in an amount not less than One Million Dollars (\$1,000,000.00), combined single limit per claim/aggregate. The Contractor further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy.

D. Other Insurance Provisions: Contractor agrees that the insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability Insurance:

- i. The Contractors' insurance coverage shall be primary insurance as respects those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be in excess of the Contractor's insurance and shall not contribute to it.
- ii. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

E. Contractor's Waiver of Employer's Immunity under Title 51 RCW: Contractor intends that its obligations to indemnify, defend, and hold harmless set forth in this contract shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless. The Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

F. Verification of Coverage: Prior to execution of this agreement, Contractor shall furnish the County with original Certificates of Insurance, and a copy of any amendatory endorsements, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.

10. 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.

11. Term: The term of this agreement shall be from the date of execution to _____, unless an extension is agreed to by the parties, in writing prior to the termination of the original term of the agreement.

12. Confidentiality: The Contractor shall use Personal Information and other confidential information gained by reason of this Agreement only for the purpose of this Agreement. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Agreement and shall return or certify the destruction of such information if requested in writing by the party to this Agreement that provided the information. The County will comply with the Public Records Act at all times as well as other laws governing disclosure.

13. Inspection and Production of Records

- a. The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the County, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the County's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the County sufficient, safe, and proper facilities, and/or send copies of the requested documents to the County. Contractor's records relating to the Services will be provided to the County upon the County's request.
- b. Contractor shall promptly furnish the County with such information and records which are related to the Services of this Contract as may be requested by the County. Until the expiration of six (6) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Contractor shall retain and provide the County access to (and the County shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.
- c. All records relating to Contractor's services under this Contract must be made available to the County, and the records relating to the Services are Yakima County records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.
- d. Records Retention for Auditing Purposes: The Contractor agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Contractor further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.

The terms of this section shall survive any expiration or termination of this Contract.

14. Records: The Contractor agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Contractor further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.

15. Termination due to change in funding: If the funds Yakima County relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, Yakima County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.

16. Waiver: Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement. Only a majority vote of a quorum of the Yakima County Board of County Commissioners has the authority to waive any term or condition of this Agreement on behalf of the County.

17. Severability: If any term of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.

Agreement Number: _____

DONE this _____ day of _____, 2025.

CONTRACTOR

By: A. Richard Burke
Printed Name
Signature: A. Richard Burke
Title: Managing Partner
Date: 12/23/2025

Yakima County Department Head/Elected

By: DALE A. PANATTONI
Printed Name
Signature: Dale C. Panatti
Title: DIRECTOR, TECHNOLOGY SERVICES
Date: 12-22-25

Televate Proposal to:

Yakima County, WA

Additional Scope to Complete the
Land Mobile Radio RFP, Evaluate
Vendor Proposals and Support
Vendor Selection

October 2025

TELEVATE

1934 Old Gallows Rd., Suite 350, Vienna, VA 22182

M: 703-639-4200

www.televate.com

Dale A. Panattoni, Director
Information Technology Services
Yakima County, WA

November 11, 2024

Dear Dale,

Televate appreciates the opportunity to support Yakima County as we work together to develop and implement a consolidated County-wide public safety radio system. We have worked with all County agencies to perform a comprehensive radio system needs assessment and to develop a draft Request for Proposal (RFP) to procure the system based on the stakeholder supported system concept design. The draft RFP was originally provided to you in July of 2023. As you are aware, we continue to have ongoing discussions on the system needs and preferred configuration. As a result, the draft RFP required modification to accommodate changes regarding frequency availability and site selection.

This proposal addresses the additional effort Televate envisions to:

1. Continue our support of the project
 - a. Status and impromptu meetings
 - b. Responses to various requests for information
2. Update the RFP to accommodate new direction regarding frequency bands and available sites
3. Support the County during the proposal process and response evaluation
4. Assist the County with negotiation of a mutually agreeable contract with the preferred vendor

As a leading public safety communications solutions company, Televate offers unsurpassed expertise in voice and data interoperability, land mobile radio system (LMR) design, implementation and operations, public safety wireless broadband networks, and information technology networks and applications. Our expert skills in the fundamental aspects of public safety communications technologies, coupled with our extensive hands-on experience with the technical and operational needs of the public safety community enable us to deliver the right mission critical solutions on time and at the lowest possible cost. Our staff has demonstrable success supporting similar initiatives throughout the country, and our experience with emerging industry trends and initiatives, including FirstNet, Next Generation 9-1-1 and commercial LTE and 5G microcells, make us uniquely qualified to serve the as the County's trusted partner and consultant.

We are confident that our qualifications, project background, and previous support of this important project will be crucial during this remaining RFP effort and will help to ensure establishment of a contract with the most capable provider to help the County realize its vision of an effective consolidated mission-critical network for all first responder agencies in Yakima County.

Please do not hesitate to contact me via phone (703-639-4201) or email (rburke@televate.com) if you have any questions. We look forward to continuing to work with you.

Sincerely,



A. Richard Burke
Managing Partner, Televate, LLC

TABLE OF CONTENTS

Proposed Project Approach	4
Introduction	4
On-Going Support	4
Proposed RFP Tasks.....	4
RFP Completion.....	4
RFP Support and Response Evaluation	6
Contract Negotiations	7
Service Pricing Proposal.....	8
Televate Staff Members	10

Proposed Project Approach

Introduction

Yakima County is pursuing a countywide interoperability communications system to support all Law Enforcement and Fire/EMS agencies within the County. Televate developed the initial RFP based on extensive stakeholder interaction and requirements. That initial RFP must now be updated to reflect the current stakeholder objectives and requirements to solicit proposals from interested system manufacturers. Recent developments will require RFP modifications to accommodate changes regarding frequency availability and site selection.

On-Going Support

The project has been delayed to accommodate evolving stakeholder LMR network coverage and performance requirements, as well as the necessity of delaying the proposed funding ballot until February of 2025. As a result, Televate has provided additional services and expended additional hours for continued support of the project. These services have included and are expected to continue to include:

- On-going support of project status and impromptu strategy meetings
- Providing project status updates
- Evaluating the current capabilities and potential developmental needs of candidate sites
- Predicting coverage and evaluating coverage questions/concerns
- Updating future system cost estimates
- Making the required RFP modifications, and
- Assisting with system and feature descriptions in support of the proposed tax ballot initiative.

Proposed RFP Tasks

In order to complete the RFP process, vendor selection, and contract negotiations, Televate recommends the following scope of work.

RFP Completion

Based on the County's system and operational RFP requirements, Televate developed a draft bid specification which addresses, at a minimum, the following items:

- System Features and Capabilities
- Site Connectivity and Reliability
- Coverage and Service Area Reliability
- Network and Communication Center equipment
- Dispatch Center Equipment
- Environment and Power Systems
- Site Installation and Equipment
- Subscriber Types and Quantities
- Project Management
- Implementation Services
- Site Development and Installation Standards
- Implementation Schedule and Plan
- Engineering and Optimization
- Acceptance Testing – Coverage and Functional

- Transition Schedule and Plan
- Training Programs
- Warranty and Sustainment Plans
- Radio Network Maintenance and Support, and
- System Operations and Performance Monitoring.

Our team will develop a sufficiently detailed and clearly articulated technical scope of work and system specifications that fosters complete and well-organized vendor proposals, which in turn, will ease the review and evaluation process. Vendors will be required to submit a uniform and structured response articulating their scope commitments, system designs and plans, and long-term costs.

The RFP will require vendors to:

- Identify from a comprehensive itemized requirements checklist where their proposal satisfies the requirements, does not meet the requirements, or where they propose a qualifying alternative to the requirements
- Clearly articulate their migration and cutover plans and how interoperability will be retained
- Clearly propose FCC licensing, system operations and maintenance, and support plans
- Guarantee long-term sustainability and evolution of the network components
- Clearly define customer and other staff roles and responsibilities
- Demonstrate their experience, project management approach, and a schedule that defines the major milestones and critical paths, and
- Provide a pricing table indicating the various itemized components for ease of direct evaluation.

Our typical RFP development steps are summarized in the figure below.

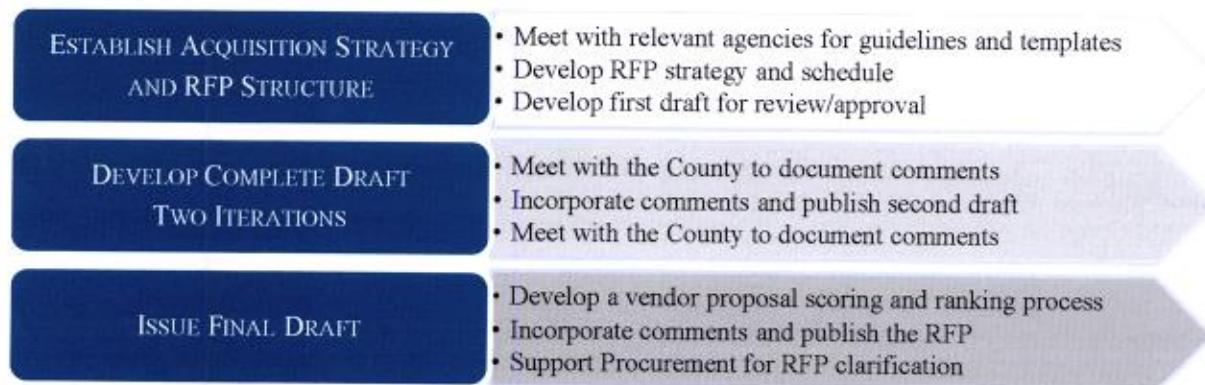


Figure 1: RFP Development Process

Our team recognizes procurements of this scope engage various technical and non-technical stakeholders. The Televate team will have discussions with each stakeholder group and supporting departments (IT, radio administrators, procurement, etc.) to understand their perspectives and expectations. This helps ensure that the solicitation adheres to local procurement regulations. Televate will also provide guidance in developing vendor evaluation criteria within the procurement regulations that reflect the County's requirements and priorities.

RFP Support and Response Evaluation

Televate will provide technical evaluation and administrative support during the entire vendor evaluation process. We will work with the County to engage the executive stakeholders and procurement team, providing summaries, updates and clarifications to ensure decision-makers are appropriately informed. The anticipated activities for the evaluation are further described below.

PRE-BID ACTIVITIES

- Respond in writing to vendors' questions
- Participate in pre-bid conference and site tours, and
- Support the County in issuing any addenda to the original RFP.

BID EVALUATION

- Ensure vendors' base price and response includes all required scope items
- Provide technical clarification and recommendations to support evaluation committee
- Verify adherence to RFP technical specifications
- Identify proprietary components, unmet or under-met requirements
- Baseline vendor solutions to ensure clearly aligned scope and pricing
- Perform independent verification of vendor designs
- Ensure vendors' solutions are scalable and can evolve with standards
- Support key personnel reference verification for prime vendors and subcontractors
- Conduct additional vendor due diligence research to vet proposed solutions
- Draft and assemble vendor questions for further clarification
- Participate in vendor response clarification meetings/conference calls
- Establish agenda for and facilitate vendor orals and demonstrations
- Validate maintenance and support terms and cost
- Develop technical evaluation comparisons based on the RFP specifications, and
- Provide a summary presentation to stakeholders and officials comparing the strengths and weakness of vendor responses.

Televate will review responses for completeness and their compliance to the RFP specifications and the scope of work. Vendor responses to the itemized technical requirements matrix will be systematically evaluated to validate that their solution meets the prescribed requirements and standards. Vendors may assert compliance with specifications when in fact the detailed responses to their solutions indicate otherwise or offer alternative proprietary solutions to fulfill the requirements. We will focus on the scope of work and proposed acceptance testing procedure to ensure that both are comprehensive, accurate, and structured such that the County receives a system that complies with all specified requirements and that compliance can be accurately tested and the chosen vendor held accountable.

Televate will guide Yakima County stakeholder and project manager reviews of the proposals and work collaboratively to develop questions for the vendors to provide clarification or resolve any ambiguity in their responses. Televate will also validate all third-party equipment proposed by the vendors such as microwave backhaul solutions and site UPS.

Televate will provide a report summarizing the review and evaluation of each of the compliant responses, highlighting the pros and cons of each, as well as an estimated budget for the total cost of ownership including all maintenance and subscription costs, required to support each respondent's proposed solution

over the next 10 years. Our cost estimates assume that no more than three compliant proposals will be received, reviewed, and evaluated in detail.

Contract Negotiations

The contract with the radio system vendor should reflect the priorities of the County while appreciating the risks and objectives of the vendor resulting in a mutually beneficial agreement. Importantly, it should aim to reduce potential ambiguity by explicitly outlining vendor and County responsibilities. A few key considerations include the following: Who will be responsible if a tower is found to be structurally unsound? Will the vendor at its sole scope and cost deploy additional sites if the coverage test demonstrates non-compliance? Is the coverage testing process, computation of results, accessibility of grids and pass/fail rating sufficiently clear in their proposal as required by the RFP?

Our attention to detail in reviewing and identifying ambiguity in radio system contracts and the stated terms and conditions has eliminated or minimized change orders and kept the vendors "honest". As a result, the risks to both the County and the vendors are minimized and best managed. Televate will focus analysis on the vendor's overall scope of work and pay particular attention to the proposed Acceptance Test Procedure (ATP). The scope of work must be comprehensive and clearly lay out the responsibilities for the vendor and the County. The ATP must be structured such that it fully demonstrates that the system, as installed, satisfies the County's objectives, and meets the articulated RFP requirements. Televate will develop a detailed ATP to accomplish that goal and include it in the RFP. However, it is not uncommon for the vendors to submit their own ATP which is generally not as rigorous. Televate will work with the County during contract negotiations to ensure the contractual ATP accurately tests the installed system and provides the County with confidence that it will meet public safety operational needs.

We are distinctly familiar with various LMR vendor radio technologies, their respective solution evolution and roadmaps, proposal structure, pricing models, approach to negotiations, and their network implementation strategies. We will draw upon these experiences to guide the County to a mutually beneficial, yet low cost and objectively enforceable LMR vendor contract. Contract negotiations activities are expected to include:

CONTRACT NEGOTIATIONS ACTIVITIES

- Develop and discuss negotiations strategies
- Assess excessive or unnecessary network features and products to refine project cost
- Provide support to legal and procurement departments as necessary
- Review and update vendor SOW, technical specifications, and acceptance testing procedures and criteria prior to contract ratification
- Ensure final contract captures all required deliverables
- Negotiate project start date and duration
- Develop and negotiate payment schedule commensurate with delivery of equipment and services
- Solidify maintenance and support terms and requirements, and
- Provide recommendation for signed contract.

Service Pricing Proposal

Televate is pleased to submit our pricing for the proposed scope of work for the RFP portion of the project. The proposed cost estimates, shown in the following table, reflect the described scope of work, inclusive of all labor and travel expenses for the project. Televate has included travel expenses for a representative to be on site for multiple days to support the RFP pre-bid meeting and site visits, a second trip to support oral presentations, and a third on-site trip to support contract negotiations.

Land Mobile Radio System Procurement Support	Proposed Hours	Estimated Expenses	Proposed Fee
RFP development and associated support	225	\$0	\$43,696
Procurement support and evaluation of proposals	230	\$4,500	\$49,060
Total RFP Scope	455	\$4,500	\$92,756

Table 1: Televate's RFP Support Proposed Fees

We value our commitment to the County and the region's public safety community and have priced our services in a manner that offers the best value. We have carefully relied on our previous experiences on similar projects regarding the duration of activities and the level of effort required based on the project approach described. Our objective is to continue to serve as the trusted consultant for the County on this critical public safety communications project, and we commit to delivering our support in the most effective and cost-efficient manner. We will work closely with the County to ensure the success of the project at the best value.

Televate proposes to provide monthly invoices covering the tasks performed the previous month. Each invoice will provide details of the work performed, the cost incurred, and the total project cost to date, up to the value shown in the table. Televate's proposed fees assume that the County and its stakeholders will timely provide information to support the task activities and that the required stakeholders will be available to participate in the efforts outlined in this proposal. The costs in the table above are based on Televate's professional staff labor categories and hourly labor fees as detailed in the table below.

Professional Labor Category	Televate Standard Rates
Partner/Sponsor	\$212.00
Subject Matter Expert/Project Manager	\$186.00
Senior Consultant/Project Manager	\$175.00
Senior Engineer	\$159.00
Site Construction Manager	\$125.00

RF Engineer	\$136.00
GIS Specialist	\$100.00
Business Analyst	\$100.00
Project Coordinator	\$100.00

Table 2: Televate's Hourly Rates

If the scope of work is modified over the course of the project, the cost estimate could potentially be adjusted based on the hourly labor fees. Any modifications to the project scope will be discussed in advance between the County and Televate's project manager. If modified, Televate will provide a revised task proposal with associated cost for approval prior to initiating the work.

Thank you again for your consideration and feel free to contact me directly if you have any additional questions.

Teleivate Staff Members

A. RICHARD BURKE

Rick Burke is the co-founder and Managing Partner at Teleivate LLC, a Vienna, VA-based consultancy specializing in system engineering and program management for government and commercial communication systems and information technology solutions. With over 44 years of experience in wireless telecommunications and information technology, Rick has extensive system engineering and operational experience with Public Safety land mobile radio and broadband wireless network design and operations, commercial cellular, and other voice and data networks. Accomplished in all facets of network capital investment and operational cost modeling and assessment, and in facilitating network operational governance and cost sharing analysis.



SKILLS

- Fiber and wireless network design, deployment and operations and comprehensive information exchange via these secure transport networks
- Implementing large scale, multi-jurisdictional and multi-agency programs providing public safety communications network governance
- Program planning, scheduling, requirements gathering, budgetary management, procurement, technology development oversight, operational governance and Concepts of Operations build-out
- Public safety radio system planning and strategy development
- Federal and state grant application strategy and preparation
- VHF, UHF, 700 MHz and 800 MHz
- Broadband wireless (700 MHz, 2.4 GHz, 4.9 GHz)
- Microwave system engineering (2-38 GHz)

EXPERIENCE

- Program managed network assessment and analysis projects to recommend the best solution for the configuration, operation and maintenance of trunked radio communications systems.
- Supported capital and operational cost analysis and modeling together with the development of a multi-county governance framework to facilitate cost sharing and functional governance.
- Consulting lead in various P25 and analog LMR networks for lifecycle assessments, system migrations, procurement strategies, specifications development, and contract negotiation (targeting multiple network equipment vendors)
- Delivered “Regional P25 Networks presentation” at recent State APCO conferences on the merits and drawbacks of various architectures
- Project lead in various State and Local Implementation Grant Programs supporting the early activities in the deployment of the nationwide FirstNet 700 MHz LTE system
- Evaluated emergency communications and public safety agency structures; provided recommendations for streamlined operations
- Performed revenue analysis to seek additional and alternative sources of operational revenues.
- Managed P25 deployments and VHF-UHF narrowbanding programs
- Managed programs including budgeting, implementation, RFP development, proposal evaluation and procurement of multiple public safety radio systems, microwave and fiber networks, public safety broadband networks and applications
- Coordinated stakeholder needs assessments for interoperability events and systems

- Supported creation of regional governance frameworks for land mobile radio and broadband systems
- **Communication Planning**
 - Spearheaded a cross-agency effort to document current agency communications operations, capabilities and solutions including standard operating procedures for each system (Land Mobile Radio, Crisis Information Management Systems, Messaging Systems, Telephony, Data Applications and Information Technology Systems)
 - Provided event-specific support entailing proper voice and data communications solution selection to propagate incident warnings and information across agencies and jurisdictions as well as public notification processes and procedures; communications contingency plans for fail-over support
- **Statewide and Regional Interoperability planning**
 - Conducted needs assessment to perform a gap analysis of the current state of interoperable voice and data communications
 - Facilitated multiple joint agency meetings and workshops and documented a full scope of interoperable voice and data communications requirements to achieve the desired level of inter-agency interoperable communications
 - Directed and managed regional interoperability to achieve a common system for sharing critical incident management communication and information among member jurisdictions
- Drove federal grant writing and grant program management and successfully led grant awards worth hundreds of millions of dollars
- Delivered various technology, training, grant development, voice and data interoperable system design and operations, 800 MHz rebanding and other consulting services to a variety of local, state and federal customers
- Provided radio network and technology consulting and design services to various Federal Government operators including the Secret Service, ATF, the Treasury Department and other Federal agencies
- **Public safety broadband projects**
 - Assisted in developing BTOP grant applications that resulted in more than \$200 million in awards
 - Conducted needs assessment for public safety broadband networks and applications
 - Managed the design, operational and capital budgeting for sustainable broadband networks
 - Managed engineering staff for cellular system design, expansion and frequency planning, interconnection, real estate acquisition, and network optimization

CAREER TRACK

2001 – Present	Televate, LLC, Vienna, VA, <i>Managing Partner</i>
1999 – 2001	Lumenix, LLC, Annandale, VA, <i>Chief Executive Officer</i>
1998 – 1999	MS Worldwide, Inc. and MLJ, Inc., Arlington, VA, <i>Executive Vice President</i>
1992 – 1998	MLJ, Inc., Arlington, VA, <i>President & Chief Operating Officer</i>
1989 – 1992	LCC International, Inc., McLean, VA, <i>Director of Engineering</i>
1985 – 1989	GTE Mobilnet Inc., Houston, TX, <i>Manager of Engineering, Southern Region</i>

EDUCATION

1980	M.S., Geography , University of Tennessee, Knoxville, TN
1978	B.S., Geography , Rowan University, Glassboro, NJ

PROFESSIONAL SOCIETIES

APCO Member

DOMINICK ARCURI, PE, PMP, ENP

Dominick Arcuri, P.E., PMP, ENP, SMC is an experienced Public Safety Communications consultant who has been engaged in the management and oversight of communications projects over a 41-year period. Mr. Arcuri advises clients in areas related to two-way radio technology and standards; regional communications systems and interoperability; radio propagation; in-building coverage; broadband data planning and requirements; and other areas. He is a registered professional engineer in multiple states, a certified Project Management Professional and an Emergency Number Professional. Dominick is a recent member of the NENA NG9-1-1 PSAP Systems working group and previously served on the APCO Project 43 technical committee and APCO broadband committee as well as the APCO P25 committees and has previously chaired the committee responsible for P25 Phase II TDMA systems.



SKILLS

- P25 Network Design, Engineering and Implementation
- Public Safety Broadband Data Requirements and Planning
- Public safety interoperable and regional communications solutions
- Technical Specification and RFP Development
- Distributed Antenna Systems (DAS) and Bi-directional Amplifiers (BDA)
- Proposal Evaluation, Assessment and Negotiations
- Communications Spectrum Planning and Rebanding
- RF Site Infrastructure Acquisition, Licensing, Assessment and Evaluation
- Automatic Vehicle Location (AVL) solutions (narrowband/broadband)

EXPERIENCE

Land Mobile Radio Projects

- **Antrim County, MI** – Performed an evaluation, coverage analysis, and needs assessment for a county-wide VHF paging and communications system and compared performance to the statewide network. Televate provided several next generation system recommendations along with a comparison and estimated budget for each and is currently supporting implementation of the preferred approach.
- **St. Louis, MO Regional Communications Plan** – Mr. Arcuri managed the project to develop the St. Louis Regional Land Mobile Radio Communications Plan for the St. Louis Urban Area and assisted with the management of integrated countywide LMR systems in St. Louis, St. Charles, and Jefferson Counties.
- **Lucas County, OH** - Lucas County, Ohio and the City of Toledo implemented a joint project to upgrade and expand the existing Toledo 800 MHz trunked radio system to provide complete county coverage and to serve all public safety entities within Lucas County. Mr. Arcuri served as the consultant project manager to direct the procurement and implementation of an integrated P25 City/County system.
- **Erie County, NY** – Managed the project to update the Tactical Interoperable Communications Plan (TICP) and develop standard operating guidelines (SOGs) for shared interoperability channels and

the Mutualink interoperable communications system, as well as develop a field operations guide (FOG) for Erie County, NY, which is a member of the City of Buffalo, County of Erie, and County of Niagara (BEN) Urban Area Security Initiative (UASI) region, and the Western New York Interoperable Communication Consortium.

Project Management Experience

- **Kent County, MI** – Providing engineering and project management expertise to the Kent County Dispatch Authority in support of their 12-site P25 radio system implementation and integration into MPSCS.
- **Ingham County, MI** – Providing engineering and project management expertise to Ingham County Central Dispatch in support of their 9-site P25 radio system implementation and integration into MPSCS.
- **Clinton County, MI** – Providing engineering and project management expertise to Clinton County Central Dispatch in support of their 3-site P25 radio system implementation and integration into MPSCS.

Strategic Planning Projects

- **State of Ohio** – Reviewed the organizational structure and developed the future operating vision for the State's Multi-Agency Radio Communications System (MARCS).
- **St. Louis, MO Regional Communications Plan** – Mr. Arcuri managed the project to develop the St. Louis Regional Land Mobile Radio Communications Plan for the St. Louis Urban Area.
- **Virginia Region 2000** – Mr. Arcuri managed the needs assessment, specification development, procurement and negotiations of multi-county P25 public safety radio system.
- **State of West Virginia** – Mr. Arcuri assisted with the development of a comprehensive plan for the long-term organization, maintenance and sustainability of the Statewide Radio Network and developed a high-level wireless broadband plan for the State.

FirstNet/Long Term Evolution Projects

- **Commonwealth of Kentucky** – Served as the public safety communications subject matter expert, provided expertise and assistance to the Commonwealth in support of their Public Safety Broadband planning activities.
- **State of Maryland** – Provided subject matter expertise related to the State's data collection and Public Safety Broadband planning.
- **State of Indiana** – During the FirstNet data collection process, Mr. Arcuri performed an analysis and worked with the State to compile and analyze Public Safety Broadband requirements from nearly 100 agencies throughout the State.
- **City of Charlotte – Public Safety LTE requirements; RFP; negotiations** – The City of Charlotte and its regional partners in the Mecklenburg County engaged a consulting team, led by Mr. Arcuri, to assist in the development and definition of a comprehensive business plan for the Wireless Mobile Broadband Network and assist in its procurement and deployment.

Test and Validation Projects

- **State of Michigan 800 MHz Rebanning** – Provided comprehensive rebanning services for the Michigan Public Safety Communications System (MPSCS) throughout all planning, negotiations and testing phases.
- **Kent County, MI** – Provided engineering and project management expertise to the Kent County Dispatch Authority in support of their 12-site, 22-channel, P25 radio system implementation and integration into MPSCS. This included negotiation and oversight of an enhanced coverage testing procedure.
- **PTTToC project** – As part of a large commercial Push-to-Talk (PTT) deployment for a global oil and gas company, Mr. Arcuri developed a detailed PTT test plan and evaluation matrix.

Regulatory Planning and Compliance

- **Antrim County, MI** – As part of the development and implementation of an enhanced hybrid paging system for Antrim County, pursued and acquired a “Determination of No Hazard” finding from the FAA for a new communications tower.
- **Erie County FCC** – As part of this radio upgrade and interoperability project, managed locating new frequencies and completing UHF licensing at multiple sites for the County.
- **800 MHz Rebanding Projects** – During several dozens of FCC-mandated 800 MHz rebanding projects, including some state-wide projects, performed all FCC required negotiations, filings and licensing tasks.
- Mr. Arcuri possesses an FCC Registration Number (FRN) and a **General Radio Operator's License (GROL)**.

EDUCATION AND CERTIFICATIONS

2022	iBwave Public Safety Distributed Antenna Systems (DAS) Certification
2019	FCC General Radio Operator License (GROL)
2018	Scrum Master Certification (SMC)
2014	Six Sigma Green Belt
2011	Emergency Number Professional (ENP)
2009	Certified Project Management Professional (PMP - ID: 1293786)
2002	Registered Professional Engineer (P.E.), VA, KY, CA, MI, MO, FL, WA
2000	MBA , Duke University, Durham, NC
1983	MSEE , Syracuse University, Syracuse, NY
1980	B.S., Computer and System Engineering , Rensselaer Polytechnic Institute, Troy, NY

RECENT PUBLICATIONS

- How to Extend your P25 System for LTE Interworking: PTIG – Oct 2023
- P25 Sharing = Cost Savings white paper: PTIG – Feb 2020
- P25 Trunking – Control Channel Options: MissionCritical Communications – Feb 2018