



BOARD OF YAKIMA COUNTY COMMISSIONERS

Weekly Agenda Meeting

Tuesday, January 20, 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=9mnMCz3morqX0_Eeza-OTmID_kxH0A.o2qEJ1jsNVa8A27t

Meeting Passcode: 698487

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENT
If you would like to speak during Public Comment, please raise your hand or if on Zoom type your name in the chat box and the Commissioner will call on you in order. Written communication and e-mail messages are encouraged and should be sent to the Clerk of the Board at least 24 hours prior to the meeting at JULIE.LAWRENCE@CO.YAKIMA.WA.US.
4. CONSENT ITEMS
5. AUDITOR
A. Payroll Warrant Certification

Issue Dates: 12.16.25 - 12.31.25

Documents:

[PAYROLL WARRANT CERTIFICATION 12.16.25 - 12.31.25.PDF](#)

6. COMMISSIONER
A. 12.23.25 Regular Agenda Minutes

Documents:

[12.23.25 REGULAR AGENDA MINUTES.PDF](#)

B. 12.29.25 Work Session Minutes

Documents:

[12.29.25 WORK SESSION MINUTES.PDF](#)

C. 12.30.25 Regular Agenda Minutes

Documents:

[12.30.25 REGULAR AGENDA MINUTES.PDF](#)

D. 1.6.26 Regular Agenda Minutes

Documents:

[1.6.26 REGULAR AGENDA MINUTES.PDF](#)

E. 1.8.26 Work Session Minutes

Documents:

[1.8.26 WORK SESSION MINUTES.PDF](#)

F. 1.12.26 Work Session Minutes

Documents:

[1.12.26 WORK SESSION MINUTES.PDF](#)

7. COUNTY ROADS

A. Resolution 21-2026

Declaring Certain County Vehicles and Equipment Surplus Valued at Less Than \$50,000.

Fiscal Impact: Departments Receive a Positive Account Balance Once Surplus Equipment and Assets Are Auctioned.

Documents:

[21-2026.PDF](#)

B. Resolution 22-2026

Establishing a Fuel Infrastructure Cost Recovery Fee in Fund 592.

Fiscal Impact: ER&R Is Requesting a \$0.10 per Gallon Allocation into Fund 592 (Central Stores). This Allocation Has No Direct Impact on Operational Budgets.

Documents:

[22-2026.PDF](#)

8. FACILITIES SERVICES

A. Resolution 23-2026

Accepting as Complete, the Yakima County Resource Center Solar Project PW20025-D.

Fiscal Impact: Total Contract Amount Was \$392,990.

Documents:

[23-2026.PDF](#)

9. FINANCIAL SERVICES

A. Resolution 24-2026

Amending Currently Authorized Investing Officers and Alternate Investing Officers for Select County Funds.

Fiscal Impact: \$0

Documents:

[24-2026.PDF](#)

10. HUMAN RESOURCES

A. Resolution 25-2026

Additions/Deletions to Budgeted Positions in Fund 520 (Prosecuting Attorney, Liability Insurance).

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

Documents:

[25-2026.PDF](#)

B. Agreement 6-2026

2025-2026 Memorandum of Agreement Between Board of County Commissioners of Yakima County, the Yakima County Sheriff and Yakima County Sheriff's Office Dispatcher's Guild.

Fiscal Impact: \$0

Documents:

[BOCC 6-2026.PDF](#)

11. HUMAN SERVICES

A. Resolution 20-2026

Setting a Public Hearing for the Review and Adoption of an Ordinance Amending Sales and Use Tax for Mental Health, Chemical Dependency and Therapeutic Court Programs and Services in Accordance with RCW 82.14.460 and other Matters Related Thereto.

Fiscal Impact: \$0.

Documents:

[20-2026.PDF](#)

B. Resolution 26-2026

Accepting as Complete, Contract No. 304-2025 for Home Rehabilitation Project HM23-004.

Fiscal Impact: \$0

Documents:

[26-2026.PDF](#)

C. Resolution 27-2026

Resolution to Conditionally Award Yakima County 1406 and 2060 Funds for Multifamily Housing.

Fiscal Impact: A Total of \$1,000,000 of 1406 and 2060 funds will be conditionally awarded.

Documents:

[27-2026.PDF](#)

12. PROSECUTOR

A. Agreement 7-2026

Violence Against Women STOP Grant Award from the Washington State Department of Commerce Office of Crime Victims Advocacy Community Services Division.

Fiscal Impact: \$31,563 in Revenue

Documents:

[BOCC 7-2026.PDF](#)

13. PUBLIC SERVICES

A. Resolution 28-2026

Setting the Date for an Open Record Public Hearing to Consider the Proposed Solar Power Production Facilities Development Regulations to YCC Title 19 - Unified Land Development Code.

Fiscal Impact: \$0

Documents:

[28-2026.PDF](#)

14. PUBLIC HEARING

Public Hearing to Consider the Yakima County Public Services Community Development Block Grant Close Out and New Grant.

Presenting: Human Services

15. FINANCIAL PLANNING UPDATE (30 Minutes) - Brian Carlson, Financial Services Director

16. NEW BUSINESS

17. 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>.



Payroll Warrant Certification

Issue Dates: 12.16.2025 - 12.31.2025

Payment Type	Paydate	Net Pay Amount	Beginning Number	Ending Number	Count
Off Cycle County Warrants			-	-	
Off Cycle Direct Deposits			-	-	
Payday Direct Deposits:	1/9/2026	\$2,500,330.29	-	-	1028
Payday County Warrants:	1/9/2026	\$197.58	801027	801027	1
Total of Salary Warrants:		\$2,500,527.87			1029

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.

 Recoverable Signature

X Zachary Placzek

Zachary Piaczek
Payroll Financial Specialist
Signed by 31c3d226-1b81-4095-8463-40b22755f1a5

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 20th day of January, 20

Chairman, Board of County Commissioners

Commissioner

Commissioner



BOARD OF YAKIMA COUNTY COMMISSIONERS

Weekly Agenda Meeting

Tuesday, December 23, 2025, at 10:00 am

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

12/23/2025 - Minutes

1. CALL TO ORDER

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

PRESENT: Chair Kyle Curtis, Commissioner LaDon Linde, Commissioner Amanda McKinney, Legal Counsel Stefanie Weigand, Clerk of the Board Julie Lawrence, Deputy Clerk of the Board Erin Franklin, Public Services Director David Haws, Interim Facilities Director Blake Erickson, County Treasurer Ilene Thomson, Financial Services Director Brian Carlson, and guests.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

No Public Comment Received.

4. EXECUTIVE SESSION

The Board met in executive session for 20 minutes from 10:02 a.m. to 10:22 a.m. to discuss litigation or legal risks of a proposed action or current practice as allowed by RCW 42.30.110 (i)(iii). The Board returned at 10:22 a.m. and no further action was taken.

5. CONSENT ITEMS

Commissioner McKinney MOTION: To Approve Consent Agenda

Commissioner Linde SECOND

Approved Unanimously.

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

6. AUDITOR

A. Payroll Warrant Certification

Issue Date: 11.16.25-11.30.25

B. Accounts Payable Warrant Approval

Issue Date: 12.15.25

7. COMMISSIONER

A. Resolution 326-2025

Appointing Members to the Yakima County Veterans Advisory Board.

Fiscal Impact: \$0.

B. Resolution 327-2025

Appointing Heidi Morris to the Horticultural Pest and Disease Board.

Fiscal Impact: \$0.

C. Resolution 328-2025

Appointing Members to the Yakima County Mosquito Control District #1.

Fiscal Impact: \$0.

D. Resolution 329-2025

Appointing Members to the South Central Workforce Board.

Fiscal Impact: \$0.

E. Resolution 330-2025

Appointing Dave Brown to the Yakima County Water Conservancy Board.

Fiscal Impact: \$0.

8. CORPORATE COUNSEL

A. Resolution 315-2025

Approving Settlement of Claim No. 23-2025 Filed by Earl Jarvis.

Fiscal Impact: \$2,862.65

B. Resolution 316-2025

Denying Claim No. 36-2025 Filed by Leo Pedroza.

Fiscal Impact: \$0

C. Resolution 317-2025

Denying Claim No. 40-2025 Filed by Sandra Ogburn.

Fiscal Impact: \$0

D. Resolution 318-2025

Denying Claim No. 43-2025 by Peter Rasmussen.

Fiscal Impact: \$0

9. COUNTY ROADS

A. Agreement 374-2025

Administrative Settlement for the North Fork Bridge #109 Replacement Project (Parcel 151209-21401).

Fiscal Impact: \$34,898.88

B. Agreement 386-2025

Local Agency Agreement Supplement with Washington State Department of Transportation for the Weber Road Bridge #290 Project.

Fiscal Impact: This Project is Fully Funded by a 100% Federal Bridge Grant

10. DEPARTMENT OF CORRECTIONS

A. Agreement 373-2025

Professional Services Agreement with Roni Helms for Transcription Services Provided to the Internal Affairs Division of Yakima County Department of Corrections.

Fiscal Impact: \$5.00 per Page

11. FACILITIES SERVICES

A. Agreement 375-2025

Agreement with Grade Werks Excavating LLC for the State Fair Park RV Park Improvement Project-Phase 2.

Fiscal Impact: \$1,245,965.51

12. FINANCIAL SERVICES

A. Resolution 325-2025

Adopting the 2026 Yakima County Budget.

Fiscal Impact: See Attached

13. HUMAN RESOURCES

A. Resolution 319-2025

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

Fiscal Impact: See Attached

B. Resolution 320-2025

Additions/Deletions to Budgeted Positions in Fund 121 (County Roads) and Department 410 (Prosecuting Attorney).

Fiscal Impact: These Requests Will be Funded from Existing Department Budget Levels for 2026.

C. Resolution 321-2025

Revising Policy Number HR-001, Classification and Compensation Policy.

Fiscal Impact: See Attached

D. Agreement 383-2025

Renewal Agreement with The Healthy Worker for Medical Services and Testing.

Fiscal Impact: See Attached

E. Agreement 384-2025

Renewal Agreement with Firepoint Training Associates LLC for CPR, First Aid, AED, and Bloodborne Pathogen Training.

Fiscal Impact: See Attached

F. Agreement 385-2025

Renewal Agreement with Minert & Associates Inc. for Testing, Collection, and Clearinghouse Services.

Fiscal Impact: See Attached

14. HUMAN SERVICES

A. Agreement 376-2025

Modification #1 to the Northwest Community Action Center 2026 Coordinated Entry Contract to Increase the Funding Amount.

Fiscal Impact: \$5,003

B. Agreement 377-2025

Modification #1 to the Northwest Community Action Center 2026 Rental Assistance Contract to Increase the Funding Amount.

Fiscal Impact: \$55,267

C. Agreement 378-2025

HOME Federal Award Agreement for Program Year 2025.

Fiscal Impact: \$410,866 of HOME Program Funds to Create and Preserve Affordable Housing

D. Agreement 382-2025

Modification #1 to the Rod's House 2026 Capital Improvement Contract to Redistribute Previously Approved Unused Funds from Year 1.

Fiscal Impact: \$0

15. PUBLIC SERVICES

A. Agreement 379-2025

Agreement with Gary M. Cuillier for Hearing Examiner Services.

Fiscal Impact: \$185 an Hour Plus Expenses, as Determined by the Planning Administrator

B. Agreement 380-2025

Agreement with Patrick Spurgin for Hearing Examiner Services.

Fiscal Impact: \$185 an Hour Plus Expenses, as Determined by the Planning Administrator

C. Agreement 381-2025

2026 Memorandum of Understanding Between the Yakima Health District and Yakima County Public Services Solid Waste Division.

Fiscal Impact: \$5,000 per Month

D. Ordinance 5-2025

Affirming the Hearing Examiner's Recommendation on ZON2025-00001 to Amend the Official Zoning Map Established by YCC 19.10.020. (Perez Minor Rezone)

Fiscal Impact: \$0

16. PURCHASING

A. Resolution 323-2025

Authorizing Advertisement for Request for Proposals for Professional Collection Services for Yakima County District Court.

Fiscal Impact: \$0

17. TECHNOLOGY SERVICES

A. Resolution 324-2025

Authorizing the Technology Services Director to Sign Invoices for Software and Hardware Maintenance and Licensing.

Fiscal Impact: See Exhibit A

18. REGULAR AGENDA

A. Accounts Payable Warrant Approval - McKinney Glass

Issue Date: 12.15.25

Commissioner Linde MOTION: To Approve This Accounts Payable Warrant

Commissioner Curtis SECOND

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

B. Resolution 322-2025

Adopting the Yakima County Five-Year Homeless Housing Strategic Plan.

Fiscal Impact: \$0

Commissioner Curtis thanked community stakeholders for their help throughout this year-long process, Human Services Director Esther Magasis for her leadership in developing this plan, and the BOCC for their willingness to prioritize discussion and development of this plan. Commissioners McKinney and Linde thanked Commissioner Curtis for his hard work as the Board's representative on this topic.

Commissioner Linde MOTION: To Approve Resolution 322-2025

Commissioner McKinney SECOND

Motion Passes Unanimously.

19. PUBLIC HEARING

- A. Public Hearing To Consider Adopting The Yakima County 2026-2031 Capital Improvement Program For Environmental Services.

Presenting: David Haws, Public Services Director

David began his presentation by providing an overview of the function and purpose of the CIP in relation to other existing master plans (e.g. Horizon 2040, etc.). He then discussed the types of projects included in the CIP, the inclusion criteria, the budget criteria, and the investment focus. Finally, David highlighted a few of the projects related to utilities, flood control, and solid waste, noting that a full list of projects can be found on the County website.

Public Comment: No Public Comment Received.

Commissioner Comment: Commissioner McKinney observed that this CIP highlights the immensity of the structures and services handled by Yakima County. She expressed her excitement over how these projects will benefit the community. Commissioner Linde noted that this department's work over the years has helped prevent the county's flood and drought problems from being more severe than they would have been otherwise.

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

Commissioner Linde SECOND

Motion Passes Unanimously.

- B. Public Hearing To Consider A Facilities Capital Improvements Plan.

Presenting: Brian Carlson, Budget Director

Brian began his presentation by discussing how deferred maintenance diminishes asset life while reducing service provided, leading to generational deficit. He then provided an overview of the proposed six-year schedule of major maintenance, replacement, and improvement of all county vertical assets (buildings). He suggested that the CIP should be considered in conjunction with counterpart schedules and plans to provide a view to the County's overall capital maintenance/improvements picture. The goal is to provide clarity regarding costs and constraints and achieve long-game savings via movement back up the deferred maintenance curve. Brian then shared a schedule of projects organized by facility, project type, and urgency. In terms of funding, he outlined existing funding in the 2026 budget, ongoing Real Estate Excise Tax (REET) funding, and other potential funding sources (REET2, a jail/juvenile sales tax, and House Bill 2015 sales tax). Finally, he presented staff's recommendation for facilities projects in 2026, including a generator, elevators, and a new security panel. Interim Facilities Director Blake Erickson added further detail on these projects.

Public Comment: County Treasurer Ilene Thomson cautioned the Board about REET funding and what has already been allocated toward debt payments – ongoing every year until 2030. Brian Carlson will follow up with treasurer and adjust the bottom-line number.

Commissioner Comment: Commissioner McKinney expressed concerns about moving forward on the generator and elevators due to funding. She noted emergency management grant funding that might become available for generators. In response to Commissioner Curtis' question, Brian explained that he didn't address major jail repair projects because there isn't adequate funding to cover them, and all other problems are symptomatic of that issue. Commissioner Curtis also asked Brian to look into whether the County's Communications Sales Tax needs to be listed on the CIP. The Board reached consensus to move forward on this CIP, with the caveat of addressing the questions about REET funding and the communications sales tax. They asked Brian to include revenue sources for each project on the CIP (e.g. 3/10ths funding for the security panel) and acknowledged that the CIP can also be amended in the future as needed.

Commissioner McKinney MOTION: To Move This Forward to Resolution at a Future Agenda

Commissioner Linde SECOND

Motion Passes Unanimously.

20. NEW BUSINESS

Commissioners McKinney and Linde wished everyone a Merry Christmas, reflecting on the hope we have because of the first Christmas.

21. ADJOURN

Commissioner McKinney MOTION: To Adjourn

Commissioner Linde SECOND

Motion Passes to Adjourn. Meeting Adjourned at 11:09 a.m.

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

APPROVED DATE

DATE/Minutes

JAN 20 2026

BOARD OF YAKIMA COUNTY COMMISSIONERS

LaDon Linde, Chair

Amanda McKinney, Commissioner

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

Attest:

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



BOARD OF YAKIMA COUNTY COMMISSIONERS

Regular Meeting

Work Session

Monday, December 29, 2025, at 9:00 am

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

12/29/2025 - Minutes

1. CALL TO ORDER

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

PRESENT: Chair Kyle Curtis, Commissioner LaDon Linde, Commissioner Amanda McKinney, Legal Counsel Dan Clark, Clerk of the Board Julie Lawrence, Deputy Clerk of the Board Erin Franklin, Human Resources Director Judy Kendall, HOME Program Manager Brian Hedengren, Financial Services Director Brian Carlson, and guests.

2. PUBLIC COMMENT

No Public Comment Received.

3. AGENDA ITEM REVIEW (10 Minutes)

Erin Franklin reviewed for the Board all Agenda items submitted for Tuesday's Regular Agenda Meeting.

The Commissioners had no changes for the December 30, 2025, Agenda.

4. HUMAN RESOURCES (15 Minutes)

Action Memos: Judy Kendall presented one action memo from Public Services to the Board, requesting to reclassify a vacant Utilities Maintenance Technician III (B25) to Utilities Maintenance Technician I (B23) based on the candidate pool selected for interview. The selected candidate has the required certifications to be offered the lower position. The Commissioners approved this request.

Review of Remote Work Policy: Judy explained that this is a new policy that has been reviewed by all departments including Corporate Counsel. This is a more basic Countywide policy, and each individual department can add greater depth if desired. The Board directed Judy to bring this policy forward to resolution at a future Agenda.

5. HUMAN SERVICES (20 Minutes)

Review Scoring of Applications for the 2025 Multi-Family Affordable Housing RFP and Make a Decision on Which Projects to Give Conditional Awards: Brian Hedengren explained the available funding types and amounts, the RFP project requirements, and the application criteria used for scoring. He then outlined both RFP applications for the Board: Catholic Charities: Sunnyside Housing Phase 1 and Trouves: St. Elizabeth Assisted Living Facility. The Board asked clarifying questions about each application and directed Brian to check with Human Services Director Esther Magasis and Human Services Data & Finance Manager Lance Larsen to see if an additional \$80,000 can be allocated from 1406 Funds. If this is possible, the Board would like to award both Trouves and Catholic Charities \$500,000 each via a future resolution, noting that each organization can also pursue additional outside funding. If the additional \$80,000 is not available, the Board will award \$460,000 each.

6. REPORT ON ALLOWABLE USES OF COUNTYWIDE INVESTMENT INTEREST (10 Minutes) - Brian Carlson

Brian Carlson shared the interest sweep report he received back from a third-party CPA contracted by the County. The roster of funds from which the BOCC could sweep interest earnings into the General Fund was actually slightly larger than what Brian originally proposed. He recommended going with the CPA's recommendation and stated that he would like to work with County Treasurer Ilene Thomson to present a final proposed roster to the Board with more specific details and calculations during next Monday's Work Session. The Board agreed to this course of action. In response to Commissioner Curtis' question, Brian confirmed he will also look further into Mental Health Sales Tax interest earnings.

7. LETTER OF SUPPORT - WA STATE ODMAP INTERFACE (5 Minutes) - Commissioner Curtis

Commissioner McKinney MOTION: To Sign and Send This Letter

Commissioner Linde SECOND

Motion Passes Unanimously.

8. COMMISSIONER UPDATES/ GENERAL DISCUSSION

The Commissioners gave updates on individual committee/board assignments for the week of December 22, 2025 – December 26, 2025.

9. NEW BUSINESS

No New Business.

10. ADJOURN

Commissioner Linde MOTION: To Adjourn

Commissioner McKinney SECOND

Motion Passes to Adjourn. Meeting Adjourned at 9:39 a.m.

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

APPROVED DATE
DATE/Minutes

JAN 20 2026

BOARD OF YAKIMA COUNTY COMMISSIONERS

LaDon Linde, Chair

Amanda McKinney, Commissioner

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

Attest:

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



BOARD OF YAKIMA COUNTY COMMISSIONERS

Weekly Agenda Meeting

Tuesday, December 30, 2025, at 10:00 am

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

12/30/2025 - Minutes

1. CALL TO ORDER

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

PRESENT: Chair Kyle Curtis, Commissioner LaDon Linde, Commissioner Amanda McKinney, Legal Counsel Stefanie Weigand, Deputy Clerk of the Board Erin Franklin, and guests.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

No Public Comment Received.

4. CONSENT ITEMS

Commissioner Curtis MOTION: To Approve Consent Agenda

Commissioner McKinney SECOND

Approved Unanimously.

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

5. AUDITOR

A. Payroll Warrant Certification

Issue Date: 12.1.25-12.15.25

B. Resolution 331-2025

Approving Amendments to the Current Certification of Auditing Officers and Alternate Auditing Officers for Various County Funds.

Fiscal Impact: \$0

C. Resolution 338-2025

Approving Current Certification of Custodians of Certain Yakima County Petty Cash/Revolving Funds in Imprest Funds for 2026.

Fiscal Impact: \$0

6. COMMISSIONER

- A. 10.13.25 Work Session Minutes
- B. 10.20.25 Work Session Minutes
- C. 10.27.25 Work Session Minutes
- D. 10.28.25 Regular Agenda Minutes
- E. 11.3.25 Work Session Minutes
- F. 11.10.25 Work Session Minutes
- G. 11.17.25 Work Session Minutes
- H. 11.24.25 Work Session Minutes
- I. Resolution 341-2025

Appointing Members to the EMS Administrative Board.

Fiscal Impact: \$0

7. CORPORATE COUNSEL

- A. Resolution 332-2025

Denying Claim No. 38-2025 Filed by John Richardson.

Fiscal Impact: \$0

8. COUNTY ROADS

- A. Resolution 333-2025

Authorizing Advertisement for Bids for Purchase of 2026 Gravel Road Surface Stabilization Material.

Fiscal Impact: \$1,200,000. This is 70% of the \$1.8M Budgeted Annual Road Surface Stabilization Program Project #3814

- B. Resolution 335-2025

Setting 2026 Rates for Equipment Managed and Maintained by the Equipment Rental and Revolving Fund (ER&R).

Fiscal Impact: See Attached

- C. Agreement 387-2025

Settlement Agreement Between Thomas and Melinda Read dba Yakima Christian Broadcasting and Yakima County.

Fiscal Impact: \$396,500

9. DEPARTMENT OF CORRECTIONS

A. Agreement 393-2025

Agreement between South Central Workforce and Yakima County DOC for a Full-Time Employee to Work in Support of the RESET Program.

Fiscal Impact: \$282,565 in Grant Funding.

10. FINANCIAL SERVICES

A. Resolution 343-2025

Amending the 2025 Yakima County Budget.

Fiscal Impact: See Attachment A

11. HUMAN RESOURCES

A. Resolution 342-2025

Additions/Deletions to Budgeted Positions in Fund 426 (Utilities) and Fund 580 (Facilities).

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

12. HUMAN SERVICES

A. Resolution 334-2025

Adopting the Yakima County Human Services Department Community Health Worker Premium Pay Policy.

Fiscal Impact: A 5% Community Health Worker Pay Premium Will Apply to Qualifying Human Services Employees Who Complete All Necessary Steps

B. Resolution 340-2025

Setting a Public Hearing Date for the Yakima County Public Services Community Development Block Grant Close Out and New Grant.

Fiscal Impact: \$0.

C. Agreement 390-2025

Modification #2 to Grace City Outreach 2026 Shelter Contract to Increase the Funding Amount.

Fiscal Impact: \$91,226 in Grant Funding

D. Agreement 391-2025

Modification #1 to Mental Health Sales Tax 2025 Contract with Comprehensive Healthcare to Extend Behavioral Health and Substance Use Disorder Services to Yakima County Therapeutic Courts for an Additional Six Months and Increase Funding Amount.

Fiscal Impact: \$172,706

E. Agreement 392-2025

Modification #1 to Mental Health Sales Tax 2025 Contract with Rod's House for Behavioral Health Services to Include Additional Services and Ratify a Prior Budget Modification.

Fiscal Impact: \$0.

13. PUBLIC SERVICES

A. Resolution 296-2025

Adopting the Yakima County 2026-2031 Capital Improvement Program for Environmental Services.

Fiscal Impact: \$0

B. Resolution 336-2025

Authorizing the Water Resources Manager to Sign DOE Grant No. WRYBIP-2123-YaCoPS-00029 Amendment #3 for the Gap-to-Gap Pre-Construction and Construction Project.

Fiscal Impact: \$63,530

C. Resolution 337-2025

Suspending the 2026 Biennial Comprehensive Plan and Regulatory Amendments Cycle.

Fiscal Impact: 0

D. Agreement 388-2025

Amendment #1 to the Agreement with Hamline University to Add Funds and Extend the Contract End Date.

Fiscal Impact: Not to Exceed \$34,225.40

E. Agreement 389-2025

Interlocal Agreement Between Yakima County and the City of Yakima for the Shaw and Wide Hollow Creeks Flood Control Project.

Fiscal Impact: \$0

F. Ordinance 6-2025

Amending Both the Yakima County Comprehensive Plan-Horizon 2040 and Yakima County Code Title 19 - Unified Land Development Code as Part of the 2025 Urban Growth Area Boundary Amendments Relating to the 2026 Growth Management Act Required Periodic Update.

Fiscal Impact: \$0

14. SHERIFF

A. Agreement 394-2025

2026 Traffic Policing Agreement between the Yakima County Road Department and the Yakima County Sheriff's Office.

Fiscal Impact: \$585,159

15. TREASURER

A. Resolution 339-2025

Approving Current Authorized Investing Officers and Alternate Investing Officers for Various County Funds.

Fiscal Impact: \$0

16. PRESENTATION

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

Commissioner Linde tabled this discussion.

17. NEW BUSINESS

Commissioner Linde wished everyone a Happy New Year.

18. ADJOURN

Commissioner Curtis MOTION: To Adjourn

Commissioner McKinney SECOND

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

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

APPROVED DATE

DATE/Minutes

JAN 20 2026

BOARD OF YAKIMA COUNTY COMMISSIONERS

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

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

Attest:

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



BOARD OF YAKIMA COUNTY COMMISSIONERS

Weekly Agenda Meeting

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

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

1/6/2026 - Minutes

1. CALL TO ORDER

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

PRESENT: Chair LaDon Linde, Commissioner Amanda McKinney, Commissioner Kyle Curtis, Legal Counsel Stefanie Weigand, Clerk of the Board Julie Lawrence, Deputy Clerk of the Board Erin Franklin, and guests.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

No Public Comment Received.

4. CONSENT ITEMS

Commissioner Linde initially asked to table Resolution 11-2026, but Commissioner Curtis asked that it be moved to Regular Agenda for discussion instead.

Commissioner McKinney MOTION: To Approve Consent Agenda

Commissioner Curtis SECOND

Approved Unanimously.

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

5. AUDITOR

A. Accounts Payable Warrant Approval

Issue Date: 12.31.25

6. COMMISSIONER

A. 12.8.25 Work Session Minutes

B. 12.9.25 Regular Agenda Minutes

C. 12.16.25 Regular Agenda Minutes

7. COUNTY ROADS

A. Agreement 2-2026

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

Fiscal Impact: \$0

8. FACILITIES SERVICES

A. Resolution 1-2026

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

Fiscal Impact: See Attached.

B. Resolution 2-2026

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

Fiscal Impact: See Attached.

C. Resolution 3-2026

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

Fiscal Impact: See Attached.

D. Resolution 4-2026

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

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

9. FINANCIAL SERVICES

A. Agreement 4-2026

Interlocal Governmental Agreement between Yakima Health District and Yakima County.

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

10. HUMAN RESOURCES

A. Resolution 5-2026

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

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

B. Agreement 1-2026

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

Fiscal Impact: See Attached.

11. HUMAN SERVICES

A. Resolution 6-2026

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

Fiscal Impact: \$1,884,334

B. Resolution 7-2026

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

Fiscal Impact: \$1,818,386

C. Resolution 8-2026

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

Fiscal Impact: \$7,263,113

12. PUBLIC SERVICES

A. Resolution 9-2026

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

Fiscal Impact: \$586,563.25 To Be Collected

B. Resolution 10-2026

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

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

C. Resolution 11-2026

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

Fiscal Impact: \$0

(This item was moved to Regular Agenda by Commissioner Curtis.)

D. Agreement 3-2026

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

Fiscal Impact: \$0

13. REGULAR AGENDA

Resolution 11-2026

(Commissioner Curtis moved this item to Regular Agenda from Consent Agenda.)

Commissioner Curtis noted the concerns voiced by the County Treasurer and the County Prosecutor but stated that he believes this resolution is both logical and necessary.

Commissioner Curtis MOTION: To Approve Resolution 11-2026

Commissioner McKinney SECOND FOR DISCUSSION

Commissioner McKinney proposed updating Solid Waste's fees to the nearest \$0.05 so that rounding will not be necessary, acknowledging that any changes made in terms of rounding will affect other departments.

Commissioner Linde expressed his openness to updating Solid Waste's fees and/or exploring other options. I'm on board with looking at this and other options. The Commissioners concurred on the need to move forward sooner rather than later.

Motion Fails: Unanimously Opposed.

Commissioner Curtis MOTION: To Add Resolution 11-2026 to Regular Agenda Next Week

Commissioner McKinney SECOND

Motion Passes Unanimously.

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

Issue Date: 12.31.25

Commissioner McKinney MOTION: To Approve This Accounts Payable Warrant

Commissioner Linde SECOND

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

14. NEW BUSINESS

No New Business.

15. ADJOURN

Commissioner McKinney MOTION: To Adjourn

Commissioner Curtis SECOND

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

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

APPROVED DATE

DATE/Minutes

JAN 20 2026

BOARD OF YAKIMA COUNTY COMMISSIONERS

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

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

Attest:

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



BOARD OF YAKIMA COUNTY COMMISSIONERS

Regular Meeting

Work Session

Thursday, January 8, 2026, at 3:00 pm

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

1/8/2026 - Minutes

1. CALL TO ORDER

Meeting Called to Order at 3:00 p.m.

PRESENT: Chair LaDon Linde, Commissioner Amanda McKinney, Commissioner Kyle Curtis, Legal Counsel Stefanie Weigand, Clerk of the Board Julie Lawrence, Deputy Clerk of the Board Erin Franklin, Public Services Director David Haws, Planning Official Thomas "Tommy" Carroll, Long Range Project Planner Keith Wolf, Bonnie Abercrombie (WSU Extension), Financial Services Director Brian Carlson, and guests.

2. PUBLIC COMMENT

No Public Comment Received.

3. DISCUSSION ON PENNY SHORTAGE ISSUE (15 Minutes) - Commissioner Linde

Following up on Resolution 11-2026 that was tabled from the January 6th Regular Agenda Meeting, David Haws explained that Solid Waste has the most cash transactions of all Yakima County departments. He met with County Treasurer Ilene Thomson and County Prosecutor Joe Brusic to discuss their concerns about rounding fees to the nearest \$0.05 and explore alternate solutions to the penny shortage. They intend to work on a Yakima County policy similar to what David proposed for Solid Waste and to the state's guidance, as this issue will begin to affect the rest of County departments. This process could take about a month to complete. Additional solutions include changing fees to avoid the need for pennies or using a tiered approach where fees are rounded to the nearest dollar for each tier. The latter option would eliminate the need for change altogether, which would free up additional staff time and effort. David plans to bring forward additional rate discussions to the Board over the next few months for further consideration. The Commissioners discussed the pros and cons of the various approaches David had listed, finally reaching consensus to reconsider Resolution 11-2026 at the January 13th Regular Agenda Meeting.

4. PUBLIC SERVICES (10 Minutes)

Climate Grant Authorization Letter: David Haws and Keith Wolf explained that part of their Growth Management Act (GMA) work involves climate work. This authorization letter would allow the Public Services Planning Division to apply for grant funding to help cover some of the costs of this work. They further explained that there are some aspects of climate work in which Yakima County is not required to participate. Tommy Carroll and Commissioner McKinney discussed how this protects Yakima County from even more restrictive regulations in the name of clean energy. Commissioner McKinney expressed concern that the Planning Division is already stretched thin and doesn't have time to complete any of the climate work, especially with it not being fully funded by the state. Tommy stated that staff could complete some of the work, such as updating key pieces of code, but other aspects (e.g. community engagement) would not be feasible with current staffing, budget, and time constraints. The funding would be helpful for the portions of climate work to be completed.

Commissioner Curtis MOTION: To Approve the Climate Grant Authorization Letter

Commissioner Linde SECOND

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

Commissioner McKinney requested that it be noted in the letter that she voted in opposition.

5. LOST RECEIPT REIMBURSEMENT REQUEST FOR WSU EXTENSION (5 Minutes)

Bonnie Abercrombie explained how a receipt for sandbags for WSU Extension was misplaced. She does have a bank statement confirming the amount charged and the name of the purchaser.

Commissioner McKinney MOTION: To Approve This Lost Receipt Reimbursement Request

Commissioner Curtis SECOND

Motion Passes Unanimously.

Julie Lawrence, Stefanie Weigand, and the Commissioners then reviewed a discussion from last January about how the Board would like to handle lost receipt requests going forward. Stefanie confirmed that wages cannot be garnished from employees who have lost receipts, but the County could ask employees to voluntarily repay the amount. She spoke in favor of having employees attach bank statements to the reimbursement request forms to provide a better paper trail in the event of lost receipts, and the Commissioners concurred. The Commissioners also asked Julie to send them a copy of the current P-Card Policy to review and potentially update with a card suspension clause if an employee accumulates a certain amount of lost receipts.

6. AGENDA ITEM REVIEW (10 Minutes)

Julie Lawrence reviewed for the Board all Agenda items submitted for Tuesday's Regular Agenda Meeting.

The Commissioners had no changes for the January 13, 2026, Agenda.

7. COMMISSIONER UPDATES/ GENERAL DISCUSSION

The Commissioners briefly discussed positions on the Yakima County Homeless Coalition Executive Committee and the Yakima Regional Clean Air Agency.

8. NEW BUSINESS

Commissioner McKinney observed that today's Legislative Steering Committee has been riveting.

9. ADJOURN

Commissioner Curtis MOTION: To Adjourn

Commissioner McKinney SECOND

Motion Passes to Adjourn. Meeting Adjourned at 3:34 p.m.

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

APPROVED DATE
DATE/Minutes JAN 20 2026

BOARD OF YAKIMA COUNTY COMMISSIONERS

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

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

Attest:

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



BOARD OF YAKIMA COUNTY COMMISSIONERS

Regular Meeting

Work Session

Monday, January 12, 2026, at 9:00 am

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

1/12/2026 - Minutes

1. CALL TO ORDER

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

PRESENT: Chair LaDon Linde, Commissioner Amanda McKinney, Commissioner Kyle Curtis, Legal Counsel Dan Clark, Clerk of the Board Julie Lawrence, Deputy Clerk of the Board Erin Franklin, Human Resources Director Judy Kendall, Technology Services Director Dale Panattoni, Financial Services Director Brian Carlson, Andres Mantilla (Uncommon Bridges), Jacqueline Robinette (Uncommon Bridges), and guests.

2. PUBLIC COMMENT

No Public Comment Received.

3. EXECUTIVE SESSION (20 Minutes)

The Board met in executive session for 20 minutes from 9:01 a.m. to 9:21 a.m. to discuss ongoing litigation with legal counsel pursuant to RCW 42.30.110(i). Commissioner Linde returned at 9:21 a.m. to extend the session by an additional 10 minutes, to 9:31 a.m. The Board returned at 9:31 a.m. and no further action was taken.

4. HUMAN RESOURCES (15 Minutes)

Judy Kendall presented three action memos to the Board. The first was a request from the Prosecutor's Office, for out-of-class pay for an Office Coordinator (B23) fulfilling the duties of a Paralegal I (C41) from January 1, 2026, through April 30, 2026, due to two paralegal long-term absences. The Commissioners approved this request.

The second request was from Juvenile Court, for out-of-class pay for an Office Specialist I (B21) to fulfill the duties of a Manager I (C44) from February 16, 2026, through July 31, 2026, due to a long-term absence of the manager in charge of direct supervision of Juvenile Court clerks. There is no other manager currently available to step into the role, and the Office Specialist has sufficient previous managerial experience to perform the role. The Commissioners approved this request.

The final request was from Human Resources, to eliminate a Manager II (D64) position from the Workers Compensation Fund and establish a new Manager II (D64) position in the General Fund. This position has always been split between multiple funds managed by HR, but the majority of time for this position has now shifted to be from HR, rather than the Workers Compensation Fund. The Commissioners approved this request.

5. TECHNOLOGY SERVICES (10 Minutes)

Discussion on Making a Large Computer and Laptop Purchase: Dale Panattoni explained that Technology Services was notified by its computer supplier that due to a shortage in RAM, computer prices could increase by 10-30% this year. Although this increase has not yet taken effect, Dale suggested purchasing replacement computers earlier than usual to have on hand for life-cycling. Rather than purchasing new computers in four batches this year (once per quarter), he would make a larger purchase during this first quarter to ensure better

pricing. Brian Carlson gave his assent. The Commissioners agreed to this course of action and thanked Dale for monitoring the market on the County's behalf.

6. STRATEGIC PLAN KICKOFF (75 Minutes) - Uncommon Bridges

Andres Mantilla and Jacqueline Robinette introduced themselves, their team, and their company to the Commissioners. They outlined what strategic planning is and isn't, discussed why and when to create a strategic plan, and then broke down the components of a strategic plan. They explained their plan to help Yakima County develop its vision, mission, and values before developing strategic priorities with goals and objectives that can be implemented. Their aim is to focus on assessment through March, planning in April, and implementation in May and June. The Commissioners agreed that this would be beneficial in setting the Board up to begin looking at the 2027 budget around that time.

Assessment activities will likely include documents review, county tours, individual interviews, surveys, and focus groups. The Commissioners each suggested ideas of local groups to include in the process, beginning with County directors and elected officials and expanding outward. Jacqueline noted that her team will take a tiered approach to engagement to determine what gaps need to be filled in, rather than scheduling everything all at once. The Commissioners also offered to help collect this feedback and make introductions.

Andres asked the Commissioners three questions:

- 1) Ten years from now, what does the headline about Yakima County read?
- 2) What are the most significant challenges facing Yakima County?
- 3) What strategic questions need to be answered?

The Commissioners each spoke to a desire for Yakima County to be known for its responsiveness to the community's needs, effective management of resources, health, prosperity, efficiency, good stewardship, abundant water storage, low crime rate, and thriving agricultural industry. They noted a variety of challenges, such as a decaying jail; inflation; limited revenue; attorney shortages; a struggling agricultural sector; unfunded mandates; overregulation from the state; rampant drugs/addiction; lack of funding for community resources (e.g. public pools); lack of high-paying jobs to attract/retain people; loss of processing/manufacturing jobs; turnover/retirements at the County; and harmful state policies related to crime, housing, behavioral health, substance abuse, climate change, taxes, water, and immigration. The Commissioners proceed to identify several strategic questions that need to be answered: how to address the jail, how to address the state mandates regarding attorneys/caseloads, how to get departments on board with looking for financial efficiencies, what programs the community still needs/wants, how to promote economic development that benefits not only the community but also the County's tax rolls, whether to move toward regionalization of resources, whether to put together a revenue package to fund priorities, and how to achieve greater retention of jobs in and/or with Yakima County. Finally, the Commissioners addressed various opportunities to boost agriculture, tourism, and transportation in Yakima County.

Jacqueline explained that she and her team will begin organizing and summarizing all of the information discussed today. They will follow up in person in the next few weeks to conduct interviews and then reconvene formally with the Board to present their assessment. Commissioner Linde thanked Jacqueline and Andres for the good conversation and expressed his excitement to work more with them going forward.

7. YVCOG GENERAL MEMBERSHIP VOTING MEMBER AND ALTERNATE FORM (5 Minutes) - Commissioner Linde

The Commissioners agreed to have Commissioner Linde serve as the voting member and Commissioner Curtis serve as the alternate voting member for YVCOG General Membership.

8. COMMISSIONER UPDATES/ GENERAL DISCUSSION

The Commissioners gave updates on individual committee/board assignments for the week of January 5, 2026 – January 9, 2026.

9. NEW BUSINESS

No New Business.

10. ADJOURN

Commissioner Curtis MOTION: To Adjourn

Commissioner McKinney SECOND

Motion Passes to Adjourn. Meeting Adjourned at 11:01 a.m.

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

APPROVED DATE

DATE/Minutes

JAN 20 2026

BOARD OF YAKIMA COUNTY COMMISSIONERS

LaDon Linde, Chair

Amanda McKinney, Commissioner

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

Attest:

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



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

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

Prepared by: Jason Alvord

Department: Equip Rental & Revolving Fund

Requested Agenda Date: 1/20/26

Presenting: Matt Pietrusiewicz, P.E.

Board of County Commissioners Record Assigned

#

021-2026

Action Requested – Check Applicable Box:

PASS RESOLUTION

EXECUTE or AMEND

PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

ISSUE PROCLAMATION

OTHER _____

Document Title:

Declaring Surplus for Auction and Disposal

Background Information:

The disposal of Assets by Yakima County finalizes the life cycle cost of an asset. Yakima County uses an on-line surplus method approved by Yakima County Board of County Commissioners as an avenue to liquidate these assets. R.C.W. 36.34.010 states that Yakima County has the authority to sell its property, providing it's in the best interest of the County.

Describe Fiscal Impact:

Equipment and Assets, deemed as surplus and auctioned - create a positive account balance to the department which owns the asset- thus reducing the life cycle cost of the asset.

Summary & Recommendation:

Vehicles and Equipment approved as surplus by resolution, will be auctioned through the ER&R Fund Manager.

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

**BOARD OF YAKIMA COUNTY COMMISSIONERS
RESOLUTION**

**IN THE MATTER OF DECLARING
CERTAIN COUNTY VEHICLES AND
EQUIPMENT SURPLUS VALUED AT
LESS THAN \$50,000**

0 2 1 - 2 0 2 6

WHEREAS, pursuant R.C.W. 36.34.010, Yakima County has the authority to sell its property, whether real, personal, or mixed, providing it is in the best interest of the County; **and**,

WHEREAS, R.C.W. 39.33.020, provides that whenever the county legislative authority desires to dispose of any county property value of which is less than fifty thousand dollars, that a notice of public hearing is unnecessary; **and**,

WHEREAS, the Board of Yakima County Commissioners hereby finds that the value of the property listed in "Exhibit A" is less than fifty thousand dollars; **now, therefore**,

BE IT HEREBY RESOLVED by the Board of Yakima County Commissioners approves the disposal of assets that has been determined as surplus.

DONE JAN 20 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*

EXHIBIT A

PUBLIC SURPLUS

Equip#	Class	Year	Make/Model	Lic Plate	Vin or Serial #	Department
2611	90	2012	Ford F150 SC 4x4	98561C	1FTFX1EF1CFA60704	SOLID WASTE
2637	26	2016	Ford F150 SC 4x4	B3179C	1FTEX1EF7GKD25389	ROAD MAINT
2646	110	2017	Chevrolet Tahoe	B7945C	1GNSKBKC5HR174652	FLEETSHARE
2900	029	2016	Ford F550	B2982C	1FD0W5HT2GEB33328	ROAD MAINT
2901	029	2016	Ford F550	B2983C	1FD0W5HT0GEB33327	ROAD MAINT
4813	48	2011	Peterbilt 10 Yd Dump	B5555C	1NPTLUOX3BD115852	ROAD MAINT
60770	30	2017	Ford Explorer	B9123C	1FM5K8AR1HGC86709	SHERIFF OFFICE
60788	30	2018	Ford Explorer	C3924C	1FM5K8AR5JGC19732	SHERIFF OFFICE
60789	30	2018	Ford Explorer	C3925C	1FM5K8AR9JGC19734	SHERIFF OFFICE



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: Jason Alvord

Department: Equipment Rental & Revolving Fund

Requested Agenda Date: _____

Presenting: Matt Pietrusiewicz

Board of County Commissioners Record Assigned

#

0 2 2 - 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:

Establishment of a Fuel Infrastructure Fund in 592

Background Information:

Yakima County ER&R (Equipment & Revolving Fund) dispenses approximately 500,000 gallons of fuel per year between Diesel and Unleaded Fuels. This fueling infrastructure supports all county automotive and heavy equipment fueling operations and activities. There is currently no funding structure for fueling infrastructure repair and replacement.

Describe Fiscal Impact:

ER&R is requesting a \$0.10 per gallon allocation into Fund 592-Central Stores; which will be established upon approval. This allocation has no direct impact on operational budgets; given current fueling structure.

Summary & Recommendation:

Approve infrastructure collection so Yakima County ER&R can have a reserve for fuel equipment repairs and replacement.

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

**ESTABLISHMENT OF A FUEL
INFRASTRUCTURE COST RECOVERY
FEE IN FUND 592**

0 2 2 - 2 0 2 6

WHEREAS, Yakima County Equipment Rental & Revolving Fund; operates and maintains fuel storage, dispensing, and delivery infrastructure that requires ongoing funding for maintenance, repairs, and eventual replacement; **and**,

WHEREAS, the volume of fuel dispensed has a direct and measurable relationship to the depreciation and wear of fuel-related assets, including tanks, pumps, meters, filtration systems, and associated controls; **and**,

WHEREAS, increased fuel throughput accelerates asset deterioration and reduces useful life, creating a need for usage-based cost recovery mechanism that aligns infrastructure costs with actual utilization; **and**,

WHEREAS, existing funding mechanisms do not adequately capture or reserve funds for long-term or short-term fuel infrastructure sustainability; **and**,

WHEREAS, based on current fuel pricing, a modest per-gallon charge will not impact equipment rental rates and represent an equitable and minimal cost to users equipment fund balance; **and**,

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the implementation of a fuel infrastructure cost recovery fee of \$0.10 per gallon on all fuel dispensed; **and**,

BE IT FURTHER RESOLVED, that all revenue generated from this fee shall be deposited into a dedicated reserve within Fund 592. To be used exclusively for fuel infrastructure costs, including maintenance, repairs, permits, and future replacements; **and**,

BE IT HEREBY RESOLVED by the Board of Yakima County Commissioners is approving this fee structure to ensure transparency, fiscal responsibility, and long-term sustainability of fuel infrastructure without affecting operational affordability.

DONE **JAN 20 2026**

LaDon Linde, Chair

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

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*

AGENDA REQUEST FORM

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

Prepared by:

Blake Erickson

Department: Facilities Services

Requested Agenda Date: 01/20/2026

Presenting: Blake Erickson

Document Title:

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

Action Requested: *Check Applicable Box*

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

Describe Fiscal Impact:

By accepting project as complete, Yakima County will submit a Notice of Completion with L&I. Ellensburg Solar, LLC took out a retainage bond on this project. The final warrant was issued on 1/15/2026 and the contract was paid in full.

Background Information:

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

Summary & Recommendation:

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

Motion:

Approve resolution to accept project as complete.

Department Head/ Elected Official

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial

Signature

Late Agenda Requests Require BOCC Chairman Signature:

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

IN THE MATTER OF ACCEPTING AS
COMPLETE, THE YAKIMA COUNTY
RESOURCE CENTER SOLAR PROJECT:
PW20025-D

0 2 3 - 2 0 2 6

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

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

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

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

DONE JAN 20 2026

Attest:

LaDon Linde, Chair

Julie Lawrence, Clerk of the Board

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

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

RETAINAGE BOND
(RCW 60.28.011)

Bond No: 30244897

KNOW ALL MEN BY THESE PRESENTS, that Ellensburg Solar LLC

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

Yakima County Solar Energy Project, Yakima County Resource Center, PW20025-D

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

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

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

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

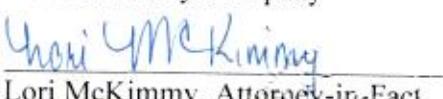
PROVIDED, HOWEVER that any suit under this bond must be instituted within the time period provided by applicable Washington State law.

WITNESS our hands this 7th day of April 2025.

Ellensburg Solar LLC



Western Surety Company


Lori McKimmy, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

WESTERN SURETY COMPANY



Paul T. Bruflat, Vice President

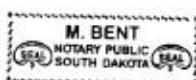
State of South Dakota
County of Minnehaha

} ss

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

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

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

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary

Form F4280-7-2012

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

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

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

Prepared by: BRIAN CARLSON
Department: FINANCE
Requested Agenda Date: 1/20/2026
Presenting: BRIAN CARLSON

Board of County Commissioners Record Assigned

#

0 2 4 - 2 0 2 6

Action Requested – Check Applicable Box:

PASS RESOLUTION

EXECUTE or AMEND

PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

ISSUE PROCLAMATION

OTHER _____

Document Title:

Resolution amending currently-authorized investment officers and alternates for select county funds

Background Information:

Per Treasurer advisement, this amends the resolution 339-2025 adopted on 12/30, so as to facilitate the sweeping of interest to General Fund where allowed by omitting all such funds from the list of authorized investment officers.

Describe Fiscal Impact:

Appx \$3MM estimated revenue directed to General Fund as reflected in adopted 2026 Budget; will entail 2026 Budget Amendment to eliminate interest revenue budgeted in subject funds

Summary & Recommendation:

adopt

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

BOARD OF YAKIMA COUNTY COMMISSIONERS

**IN THE MATTER OF AMENDING
CURRENTLY AUTHORIZED
INVESTING OFFICERS AND
ALTERNATE INVESTING OFFICERS
FOR SELECT COUNTY FUNDS**

024-2026

WHEREAS, Yakima County BOCC has directed that interest earned by select county funds within the Treasurer's investment pool be redirected to the General Fund, where such action is not explicitly prohibited by county code, statute, or other governing authority; and,

WHEREAS, The Yakima County Treasurer's Office has advised that a revised list of authorized investment officers, detailed herein as "Exhibit A", be formalized to facilitate this directive by effectively removing omitted funds from the Investment Pool; now, therefore,

BE IT HEREBY RESOLVED by the Board of Yakima County Commissioners that the Investing Officers and Alternate Investing Officers for various County Funds are hereby appointed, effective January 1, 2026 through December 31, 2026, as detailed in "Exhibit A".

BE IT FURTHER RESOLVED that this resolution supersedes Resolution 339-2025.

Dated this 20th day of January, 2026.

LaDon Linde, Chair

Attest: Julie Lawrence

Amanda McKinney, Commissioner

Clerk of the Board

Kyle Curtis, Commissioner

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

YAKIMA COUNTY INVESTING OFFICERS

Effective January 20, 2026

For the Period January 1, 2026 to December 31, 2026

EXHIBIT A

FUND #	FUND	INVESTING OFFICERS
126	Yakima County Stormwater	David Haws / Tabatha Bass / Sarah Meyers / Tomy Flores / Nitasha Allgaier / Tonita Berger
150	Yakima County Veteran's Assistance	Dario Haquet / Ilda Meza
157	Mental Health Sales Tax	Dario Haquet / Ilda Meza
178	Supporting Investment in Economic Diversification	Dario Haquet / Ilda Meza
181	Community Development	Dario Haquet / Ilda Meza
182	Affordable Housing Program	Dario Haquet / Ilda Meza
183	PLT Title III Funds	Dario Haquet / Ilda Meza
184	Homeless Services	Dario Haquet / Ilda Meza
201	Debt Funds	Ilene Thomson / Melissa Treece / Stephanie Patterson
315	Public Works Capital Projects	Blake Erickson / Dario Haquet / Ilda Meza
331	Ascend Royalties Capital Projects	Ilene Thomson / Melissa Treece / Stephanie Patterson
633	Wenas Stream Patrol	Matt Pietrusiewicz / Tabatha Bass / Sarah Meyers / Tomy Flores / Nitasha Allgaier / Tonita Berger
6436430	YAKCORPS	Dario Haquet / Ilda Meza
649 - 650	LEAD Task Force	Robert Udell / Carl Hendrickson / CarriAnn Ross
664	Yakima County Public Corporation	Ilene Thomson / Melissa Treece / Stephanie Patterson
670	Treasurer's Clearing	Ilene Thomson / Melissa Treece / Stephanie Patterson
671	TCB Investment	Ilene Thomson / Melissa Treece / Stephanie Patterson

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: 01/20/2026

Presenting: Judy Kendall

Document Title:

Board of County Commissioners Record Assigned

#

025-2026

APPROVED FOR AGENDA:

Consent Regular
Board of County Commissioners Determined

IN THE MATTER OF ADDITIONS/DELETIONS TO BUDGETED POSITION IN FUND 520 -
PROSECUTING ATTORNEY, LIABILITY INSURANCE

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 520,
PROSECUTING ATTORNEY, LIABILITY
INSURANCE;

025-2026

WHEREAS, the Board of Yakima County Commissioners has approved the request to Change Position No. 520-08, Program Analyst II (C43), from 7.5 hrs a day to 8 hrs a day, in Fund 520, Prosecuting Attorney, Liability Insurance, 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
520 PA Liability Ins.	520-08	Program Analyst II 7.5hrs	C43	Program Analyst II 8 hrs	C43

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 20th 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: 01/20/2026

Presenting: Judy Kendall

Document Title:

Memorandum of Agreement between Board of County Commissioners of Yakima County,
The Yakima County Sheriff and Yakima County Sheriff's Office Dispatcher's Guild

Action Requested: Check Applicable Box

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

Describe Fiscal Impact:

Background Information:

This shall be effective on January 1,2025 through December 31,2026.

Summary & Recommendation:

HR recommends approval of the above.

Motion:

Department Head/ Elected Official

Signature



AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial

Late Agenda Requests Require BOCC Chairman Signature:

**2025-2026 Memorandum of Agreement
between**

**BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY,
THE YAKIMA COUNTY SHERIFF
and**

YAKIMA COUNTY SHERIFF'S OFFICE DISPATCHER'S GUILD

Representing Telecommunicators

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

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

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

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

This agreement comes as a result of:

1. An unintentional omission from the medical provision.

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

ARTICLE 22 - MEDICAL BENEFITS

- 22.1 Insurance for 2025 will be provided through Premera Blue Cross as set forth below:
 - A. Effective December 1, 2025, of the collective bargaining agreement, the Employer contribution for premium cost will be up to \$1,150.00 per month.
 - B. Effective January 1, 2026, subject to the approval of PEBB, employee health insurance will be provided by PEBB and the Employer contribution for premium cost will be up to \$1,200.00 per month. In the event that PEBB declines acceptance, health insurance shall remain with Premera Blue Cross.
- 22.2 Effective January 1, 2025, employees electing employee only coverage will receive HSA or HRA VEBA contributions as stated below.

- A. For employees who are enrolled in a High-Deductible Plan with employee only coverage, the Employer shall contribute the difference between the premium for the Employee Only Tier and the Employer maximum contribution to an HSA account for the employee.
- B. For employees who are enrolled in any Plan other than a High-Deductible Plan with Employee Only coverage, the Employer shall contribute the difference between the premium for the Employee Only Tier and the Employer maximum contribution to an HRA VEBA account for the employee.

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

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

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

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

IN WITNESS WHEREOF, the parties have agreed to this Agreement on this 31 day of
December, 2025.

FOR THE EMPLOYER:
Yakima County, Washington

BOARD OF YAKIMA COUNTY COMMISSIONERS

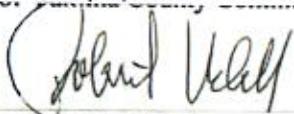
LaDon Linde, Chair

Amanda McKinney, Commissioner

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

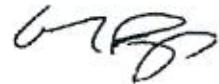
Attest: JAN 20 2026

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


Robert Udell, Sheriff
Yakima County Sheriff's Office

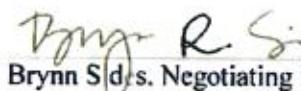

Judith A. Kendall
Director of Human Resources

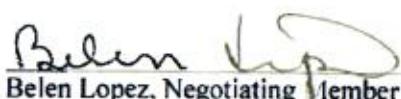
Represented by:

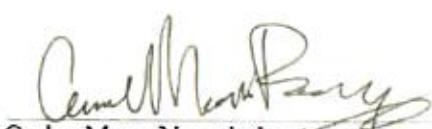


Colin Boyle, Attorney

FOR THE GUILD:


Brynn S. S. Negotiating Member


Belen Lopez, Negotiating Member


Carlos Mora, Negotiating Member

BOCC Agreement

006-2026

Yakima County, WA

Represented by:



Paige M. Chrz. Attorney



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

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

Prepared by: Esther Magasis

Department: Human Services

Requested Agenda Date: 01/20/2025

Presenting: Esther Magasis, Brian Carlson

Board of County Commissioners Record Assigned

#

020-2026

Action Requested – Check Applicable Box:

PASS RESOLUTION

EXECUTE or AMEND

PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

ISSUE PROCLAMATION

OTHER _____

Document Title:

RESOLUTION TO SET PUBLIC HEARING FOR THE REVIEW AND ADOPTION OF AN ORDINANCE AMENDING SALES AND USE TAX FOR MENTAL HEALTH, CHEMICAL DEPENDENCY AND ~~THE THERAPEUTIC COURT PROGRAMS AND SERVICES IN ACCORDANCE WITH ROW 89-14-400 AND~~

Background Information:

The Yakima County Board of County Commissioners has determined that, at this time, it is prudent to credit investment earnings from the Sales and Use Tax for Mental Health, Chemical Dependency and Therapeutic Court Programs and Services to the Yakima County General Fund and has directed staff to bring forth an amendment to Ordinance 8-2019. This resolution establishes a Public Hearing for that amendment to be brought forth.

Describe Fiscal Impact:

\$0

Summary & Recommendation:

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

RESOLUTION TO SET PUBLIC HEARING FOR THE REVIEW AND ADOPTION OF AN ORDINANCE AMENDING SALES AND USE TAX FOR MENTAL HEALTH, CHEMICAL DEPENDENCY AND THERAPEUTIC COURT PROGRAMS AND SERVICES IN ACCORDANCE WITH RCW 82.14.460 AND OTHER MATTERS RELATED THERETO

0 2 0 - 2 0 2 6

WHEREAS, Yakima County collects a Sales and Use Tax for Mental Health, Chemical Dependency and Therapeutic Court Programs and Services in accordance with RCW 82.14.460; **and**,

WHEREAS, the revenues from this Sales and use Tax are deposited into a Mental Health and Chemical Dependency Program Fund, which is used solely for the purpose of providing for the operation or delivery of new or expanded chemical dependency or mental health treatment programs and services and for the operation or delivery new or expanded of therapeutic court programs and services as provided for in RCW 82.14.460; **and**,

WHEREAS, Yakima County is not mandated to retain the investment earnings on these revenues within the Mental Health and Chemical Dependency Program Fund; **and**,

WHEREAS, the Yakima County Board of County Commissioners has determined that, at this time, it is prudent to credit investment earnings from the Sales and Use Tax for Mental Health, Chemical Dependency and Therapeutic Court Programs and Services to the Yakima County General Fund and has directed staff to bring forth an amendment to Ordinance 8-2019; **now, therefore**,

BE IT HEREBY RESOLVED by the Board of Yakima County Commissioners that a Public Hearing for the Review and Adoption of an Ordinance Amending Sales and Use Tax for Mental Health, Chemical Dependency and Therapeutic Court Programs and Services in Accordance with RCW 82.14.460 and Other Matters Related Thereto will be held on February 10, 2026.

DONE JAN 20 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*

YAKIMA COUNTY

**AMENDMENT OF SALES AND USE TAX FOR MENTAL HEALTH, CHEMICAL DEPENDENCY AND
THERAPEUTIC COURT PROGRAMS AND SERVICES NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that pursuant to Resolution 20-2026, the Board of Yakima County Commissioners has called a public hearing for the purpose of considering an amendment to the Ordinance for the Sales and Use Tax for Mental Health, Chemical Dependency and Therapeutic Court Programs and Services in accordance with RCW 82.14.460. This amendment would grant the Yakima County Board of County Commissioners the ability to credit investment earnings from the Sales and Use Tax for Mental Health, Chemical Dependency and Therapeutic Court Programs and Services to the Yakima County General Fund. The public hearing will be held on **Tuesday, February 10, 2026, at 10:00 a.m.**, or as soon thereafter as possible, in the Yakima County Courthouse BOCC Basement Conference Room, Room 33B, 128 North 2nd Street, Yakima, Washington 98901, for the purpose of giving an opportunity for interested persons to appear and express their views for or against the amendment of said ordinance.

If you are a person with a disability who needs any accommodation in order to participate in this program, hearing or service, you may be entitled to receive certain assistance at no cost to you. Please contact the ADA Coordinator at Yakima County no later than five (5) working days prior to the date service is needed.

Yakima County ADA Coordinator
128 N. 2nd Street, Boom B27
Yakima, WA 98901
(509) 574-2210
7-1-1 or 1-800-833-6384 (Washington Relay Services for deaf and hard of hearing)

Done this 20th day of January 2026

ATTEST: Julie Lawrence, Clerk of the Board

PUBLISH: Yakima Herald Republic – January 22, 2026

Bill to: **Account No. 26134**
Yakima County Human Services
223 N 1st Street
Yakima, Washington 98901



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: Keri Larson
Department: Human Services
Requested Agenda Date: _____
Presenting: Esther Magasis

Board of County Commissioners Record Assigned

#

0 2 6 - 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:

In the matter of accepting as complete, Contract No. 304-2025 for Home Rehabilitation Project HM23-004

Background Information:

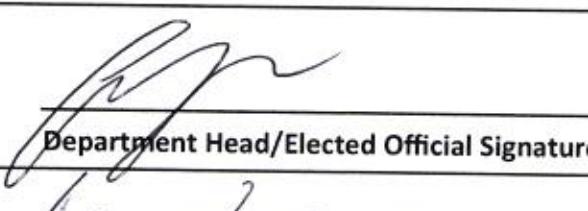
This project was awarded by the BOCC on 11/4/25 through Resolution 268-2025 in the amount of \$28,080.00. Contract execution by the BOCC took place on 11/4/25. Total cost of the completed project, as approved previously by the BOCC, is \$28,080.00.

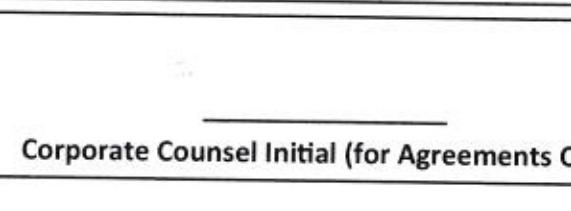
Describe Fiscal Impact:

\$0 - Fiscal impact of this project is reflected in Public Works Contract for Home Rehabilitation Program, Project HM23-004, approved by BOCC on 11/4/25. This resolution does not incur additional costs above the fiscal impact documented in the awarded bid and MOD(s).

Summary & Recommendation:

Recommend for the acceptance of completion of work by AR 509 Construction, LLC. for Home Rehabilitation Program, Project HM23-004.


Department Head/Elected Official Signature


Corporate Counsel Initial (for Agreements Only)

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

IN THE MATTER OF ACCEPTING
AS COMPLETE, CONTRACT NO. 304-2025
FOR HOME REHABILITATION
PROJECT HM23-004

0 2 6 - 2 0 2 6

WHEREAS, the HOME Administrator has certified that Contract No. 304-2025 comprised of **360 Ray Symmons Rd. Yakima, WA 98901**, for Project No. **HM23-004**, has been completed by the Contractor, **AR 509 Construction, LLC**. in accordance with contract plans and specifications; **and**,

WHEREAS, the Contractor has signed the Affidavit, Warranty and Lien Waiver; all Subcontractors (as needed) have signed the Affidavit and Lien Waiver; the Contractor and all Subcontractors (as needed) have filed Affidavits with LNI; the Homeowner(s) have signed the Project Certification and Acknowledgement; **now, therefore**,

BE IT HEREBY RESOLVED by the Board of County Commissioners of Yakima County, Washington, being fully advised, that Contract No. 304-2025 be accepted as satisfactorily completed, and Yakima County Human Services Department is directed to make final payment, less retainage, and to pay retainage as soon as the laws of the State of Washington permit.

DONE **JAN 20 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 Rehabilitation Program

Form #002

Project: HM23-004 PROJECT CERTIFICATION AND ACKNOWLEDGEMENT

CONTRACTOR: AR 509 Construction LLC.

HOMEOWNER: Dennis Lompa

Project Address: 360 Ray Symmonds Rd. Yakima, WA 98901

Abbreviated Legal Description: LOT 3 OF SHORT PLAT, RECORDED UNDER AUDITOR'S FILE NUMBER 7217904, RECORDS OF YAKIMA COUNTY, WASHINGTON. SITUATED IN YAKIMA COUNTY, STATE OF WASHINGTON. Together with that certain 48 x 28 foot 2002 Owyhee manufactured home bearing VIN No. 17-02-7000-01693 A/B and more fully described in that certain Title Elimination document filed with the Auditor of Yakima County, Washington on May 20, 2002 under Recording/Auditor's No. 7273923.

Parcel Number: 191432-21403

REHABILITATION LOAN PROGRAM PROJECT CERTIFICATION

I HEREBY CERTIFY AND STATE THAT the improvements performed by the contractor have been examined and are believed to be fully and satisfactorily completed in accordance with the Contract and Contract Documents, and that the Lead Clearance Report (if applicable) states that this project has 'Passed' the Clearance. I further certify that the County of Yakima's Building Official (if required), and other required Inspectors (if applicable) all state that the improvements are believed to be fully and satisfactorily completed in accordance with the Contract and Contract Documents.

Dated this 8 day of January 2026.

Dennis Lompa
HOME Program Manager

HOMEOWNER/S ACKNOWLEDGMENT

OWNER/S HEREBY ACKNOWLEDGE THAT the improvements performed by the contractor have been examined by the Yakima County HOME Consortium Rehabilitation Program (HOME), the County's Building Official (if required) and other required Inspectors (if applicable), and that final payment will be approved by the HOME as authorized by this project's contract documents. OWNER/S CERTIFY AND STATE THAT the improvements performed by the contractor have been examined and are believed to be fully and satisfactorily completed in accordance with the Contract and Contract Documents,

Dated this 8 day of January 2026.

Dennis Lompa

Yakima County Rehabilitation Program

Project: HM23-004

Form #051

CONTRACTOR'S AFFIDAVIT, WARRANTY AND LIEN WAIVER

HOMEOWNER: Dennis Lompa

HOMEOWNER:

CONTRACTOR: AR 509 Construction LLC.

ADDRESS: 911 S. 4th Ave. Yakima, WA 98902

THAT I, the undersigned, being duly sworn, do depose and state that I have contracted to construct, alter or repair an improvement on the real estate hereinafter described or having been employed to furnish labor or to furnish materials for the improvement being situated on certain real estate in the County of Yakima, State of Washington, as follows:

Project Address: 360 Ray Symmonds Rd., Yakima, 98901

Tax Parcel Number #: 191432-21403

Abbreviated Legal Description:

LOT 3 OF SHORT PLAT, RECORDED UNDER AUDITOR'S FILE NUMBER 7217904, RECORDS OF YAKIMA COUNTY, WASHINGTON, SITUATED IN YAKIMA COUNTY, STATE OF WASHINGTON. Together with that certain 48 x 28 foot 2002 OWYHEE manufactured home bearing VIN No. 17-02-7000-01693 A/B and more fully described in that certain Title Elimination document filed with the Auditor of Yakima County, Washington on May 20, 2002 under Recording/Auditor's No. 7273923.

THAT THE IMPROVEMENTS on the subject property have been fully and satisfactorily completed in substantial conformity with the Contract.

THAT I WARRANTY all improvements which I have provided in association with the Contract to be free from labor and material defects for a period of one (1) full year, dated from the Project Certification and Acknowledgment date, PROVIDED that notice of substantial non-conformity must be given to the affiant by the Property Owner/s within one (1) year from the date listed on said Project Certification and Acknowledgment.

THAT ALL MATERIALS used in said improvement, all labor performed thereon, and all permits, insurance, sales taxes, and all local, state and federally required taxes and fees in connection with said improvement have been paid in full; and all expenses of whatsoever kind or nature related to said improvement which might give rise to liens on the within described property have been paid in full.

THAT I HAVE submitted a Subcontractor Affidavit and Lien Waiver document to the Yakima County HOME Consortium Rehabilitation Program for each and every subcontractor which furnished labor and/or materials for the improvements situated on certain real estate in the County of Yakima, State of Washington, the legal description for which is listed herein.

Yakima County Rehabilitation Program

Project: HM23-004

Form #051

THAT I have accurately listed below, in entirety, all subcontractors which furnished labor and/or materials for the improvements situated on certain real estate in the County of Yakima, State of Washington, the legal description for which is listed on page 1 of this document.

THAT THE AFFIANT hereby waives any lien or right to lien which he/she may have against the within-described property and warrants to save harmless the property owner/s, Yakima County, Yakima County HOME Consortium Rehabilitation Program, and any and all departments, employees, or agents, from any liens which are now in existence, or may hereafter arise by reason of said improvements, and cause the same to be immediately released.

THAT THE FORGOING waiver and those statements are an express warranty and representation to Yakima County, the Yakima County HOME Consortium Rehabilitation Program, and the property owner/s of the facts herein sworn to and made for valuable consideration, receipt whereof is acknowledged.

~~Loli Gonzales~~

Contractor Signature

118b6

STATE OF WASHINGTON

)) SS

County of Yakima



BE it recorded that on this 8th day of January, 2026, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared the within named Loli Gonzales, known to me to be the identical individual(s) described in and who executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the date and year last written. Notary Public in and for the State of Washington, residing at:

Yakima

Signature: Keri Larson

Appointment expires: 9-20-26



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

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

Prepared by: Brian Hedengren

Department: Human Services

Requested Agenda Date: _____

Presenting: Esther Magasis

Board of County Commissioners Record Assigned

#

027-2026

Action Requested – Check Applicable Box:

PASS RESOLUTION

EXECUTE or AMEND

PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

ISSUE PROCLAMATION

OTHER _____

Document Title:

Resolution To Conditionally Award Yakima County 1406 and 2060 Funds for Multifamily Housing

Background Information:

Yakima County released a Request for Proposal (RFP) for the construction and/or rehabilitation of affordable multi-family housing. Catholic Charities Housing Services (CCHS) and Trouvés each submitted an application. Both applications were highly scored by the HOME Board. The BOCC reviewed the applications and scoring in a previous work session and recommended that each project be conditionally awarded \$500,000.

Describe Fiscal Impact:

A total of \$1,000,000 of 1406 and 2060 funds will be conditionally awarded.

Summary & Recommendation:

Pass the resolution to conditionally award \$500,000.00 of 1406 funds to the CCHS project and \$500,000.00 of 2060 and 1406 funds for the Trouvés project.

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

RESOLUTION TO CONDITIONALLY AWARD YAKIMA COUNTY 1406 AND 2060 FUNDS FOR MULTIFAMILY HOUSING

027-2026

WHEREAS, Yakima County released a Request for Proposal (RFP) for the construction and/or rehabilitation of affordable multi-family housing; **and**,

WHEREAS, Yakima County received two applications, one from Trouvés and another from Catholic Charities Housing Services; **and**,

WHEREAS, the HOME Board scoring committee for the multi-family RFP reviewed each application and gave both applications passing scores; **and**,

WHEREAS, the Board of County Commissioners reviewed the applications and scoring in a previous work session; **now**, therefore,

BE IT HEREBY RESOLVED that the Board of Yakima County Commissioners conditionally awards \$500,000.00 of 1406 funds to Catholic Charities Housing Services for the Sunnyside Housing Phase 1 project, and awards \$500,000.00 of 1406 and 2060 funds to Trouvés for the Elizabeth Assisted Living Facility project; **and**,

BE IT FURTHER RESOLVED that such above award(s) are made with the express understanding that both applicants will have to meet various conditions precedent on legal requirements to the satisfaction of Yakima County Human Services before issuance and an award of final legal contract(s) for these project(s).

DONE JAN 20 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*

AGENDA REQUEST FORM

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

Prepared by:

Deborah Clausing, Operations Manager

Department: Prosecuting Attorney's Office

Requested Agenda Date: 01/20/2026

Presenting: _____

Document Title:

Violence Against Women STOP Grant Award - Contract #F25-31103-018

Action Requested: Check Applicable Box

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

Describe Fiscal Impact:

Revenue: Violence Against Women STOP Grant - \$31,563

Background Information:

Continued aggressive prosecution of intimate partner domestic violence and dating violence, sexual assault, or stalking cases where the victim is age 11 or older.

Summary & Recommendation:

Approve

Motion:

Department Head/ Elected Official


Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial



Late Agenda Requests Require BOCC Chairman Signature:



Federal Interagency Agreement with

Yakima County Prosecuting Attorney's Office

through

Office of Crime Victims Advocacy
Community Services Division

Contract Number:
F25-31103-018

For:

FFY 2025 Violence Against Women STOP Grant Program

Dated: 01/01/2026



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Face Sheet

Contract Number: F25-31103-018

 Subrecipient Contractor
Research & Development: Yes No

Washington State Department of Commerce

Community Services and Housing Division

Office of Crime Victims Advocacy

FFY 2025 Violence Against Women STOP Grant Program

1. Contractor YAKIMA COUNTY DBA PROSECUTING ATTORNEY YAKIMA, WA 98901		2. Contractor Doing Business As (as applicable) Yakima County Prosecuting Attorney's Office	
3. Contractor Representative Aaron Buchanan Victim Witness Sr. Manager aaron.buchanan@co.yakima.wa.us (509) 574-1224		4. COMMERCE Representative Ashley Storey Program Manager (360) 725-2881 ashley-nicole.storey@commerce.wa.gov	
5. Contract Amount \$31,563.00	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date 01/01/2026	8. End Date 12/31/2026
9. Federal Funds (as applicable) \$31,563.00		Federal Agency: Department of Justice, Office on Violence Against Women ALN 16.588	
10. SWV # SWV0000492-06	11. UBI # 397016924	12. UEI # P1SDBNX9U258	13. Indirect Rate N/A
14. Award Method Competitive: No Direct: Authorized by Funding Source		NOFO/RFX# FFY 2025 Violence Against Women STOP Grant Program	
15. Contract Purpose STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Award Acceptance; Attachment "B" – Scope of Work; Attachment "C" – Budget; Attachment "D" – Federal Funds Checklist, and the Contractor's Application for Funding.			
FOR CONTRACTOR <u>JOSEPH A. Brusil</u> Country Prosecutor Deborah Clausing Operations Manager Name, Title Signature: <u>Deborah Clausing</u> <u>Joseph A. Brusil</u> Signature: CB384AB		FOR COMMERCE DocuSigned by: <u>Cindy Guenther-Anderson</u> Cindy Guenther-Anderson, Assistant Director 1/5/2026 8:42 AM PST Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	
1/5/2026 8:18 AM PST Date <u>01-07-2026</u>			



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

Federal Award Date: 09/13/2023

Federal Award Identification Number (FAIN): 15JOVW-23-GG-00608-STOP

Federal Awarding Agency: Department of Justice, Office on Violence Against Women

Total amount of this federal award: \$3,784,202.00

Total amount of this federal award obligated in this contract: \$0.00

Awarding official: Joe Nguyen, Director (360) 725-4021

Federal Award Date: 09/13/2024

Federal Award Identification Number (FAIN): 15JOVW-24-GG-00552-STOP

Federal Awarding Agency: Office on Violence Against Women

Total amount of this federal award: \$3,725,610.00

Total amount of this federal award obligated in this contract: \$31,563.00

Awarding official: Joe Nguyen, Director (360) 725-4021

Federal Award Date: 08/18/2025

Federal Award Identification Number (FAIN): 15JOVW-25-GG-00064-STOP

Federal Awarding Agency: Office on Violence Against Women

Total amount of this federal award: \$3,844,412.00

Total amount of this federal award obligated in this contract: \$0.00

Awarding official: Joe Nguyen, Director (360) 725-4021

Unless otherwise specifically authorized herein, the budget period start and end dates shall be the same as the start and end dates on the Face Sheet.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Subgrant No. F25-31103-018 awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice. Contract funds are administered by the Office of Crime Victims Advocacy, Community Services Division, Washington State Department of Commerce."

In the event a correction is required to the Acknowledgement of Federal Funding, an administrative change will be processed. A change to the Acknowledgement of Federal Funding will not affect your budget or scope of work and notice will be provided.

3. ACTIVITIES THAT COMPROMISE VICTIM SAFETY AND RECOVERY OR UNDERMINE OFFENDER ACCOUNTABILITY

The Contractor and any subrecipient (subgrantee) at any tier, agrees that Contract funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. §12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;



procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the application information, program notice of funding opportunity or companion guide under which the application was submitted.

4. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 C.F.R. PART 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

5. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS AND DOJ GRANTS FINANCIAL GUIDE

The Contractor agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The Contractor also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

6. AUDIT

If the Contractor expends \$1,000,000 or more in federal awards as a Subrecipient from any and all sources in a fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year in accordance with 2 CFR 200 Subpart F. In accordance with 2 CFR 200.501(h), for-profit Subrecipients expending \$1,000,000 or more in federal awards in a fiscal year are also required to procure and pay for a single audit or program-specific audit for that fiscal year.

Upon completion of each audit Contractor shall send all audit documentation to the Federal Audit Clearinghouse.

If the Contractor expends **less** than \$1,000,000 in federal awards as a Subrecipient from any and all sources in a fiscal year the Contractor shall notify COMMERCE they did not meet the audit requirement threshold within 30 calendar days of the end of that fiscal year.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables or services provided and receipt of properly completed invoices, which shall be submitted to COMMERCE via the Contracts Management System (CMS).

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and any expenses to be reimbursed. The invoice shall include Contract Number F25-31103-018.

If applicable, Contractor must also include attachments that describe and document, to COMMERCE's satisfaction, a detailed description of the work performed, progress of the project, and/or receipts or other proof of payment. Except for approved indirect costs, if any, or as otherwise authorized by COMMERCE in writing, a receipt must accompany every expense in the amount of \$50.00 or more to receive reimbursement. COMMERCE may request additional documentation at any time.



Any expense reimbursed under this Contract which is later determined to be unallowable must be repaid according to the terms COMMERCE provides.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be made electronically utilizing Contractor's Statewide Vendor (SWV) number.

COMMERCE may, in its sole discretion, terminate this Contract or withhold payments if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE. No payments in advance of or in anticipation of any expense reimbursable under this Contract shall be made by COMMERCE.

If subgranting and/or subcontracting is authorized by COMMERCE, all Subgrantee/Subcontractor payments are reimbursable expenses within the meaning of this Agreement. Contractor must have, and may be required to demonstrate, the means to pay each and every Subgrantee/Subcontractor. Failure to pay Subgrantees/Subcontractors as agreed may result in suspension or termination of this Contract.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the Contract through June 30, regardless of the Contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

Unless otherwise authorized by COMMERCE in writing, reimbursable payroll costs shall not include employee overtime nor bonus pay.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

8. COMPENSATION

COMMERCE shall pay an amount not to exceed \$31,563.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation shall be based on the terms of the Scope of Work and Budget.

Expenses

Contractor shall receive reimbursement for approved expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$31,563.00, which amount is included in the Contract total above.



If travel is required to complete the scope of work and approved in advance in writing, reimbursable travel expenses may include airfare (economy or coach class only), other transportation, lodging, and food necessary during periods of required travel. Contractor shall be reimbursed at a rate not to exceed the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations, available here: <https://ofm.wa.gov/accounting/travel/>.

The Contractor acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day (excluding travel and subsistence costs) without prior written approval. To exceed this specified maximum rate, Contractors must submit to OCVA a detailed justification and have such justification approved by OCVA, prior to obligation or expenditure of such funds. Issuance of this Contract or approval of the budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, Contractors are required to maintain documentation to support all daily or hourly consultant rates.

Match

Contractor shall provide a non-federal match. The total match to be provided shall be at least the amount indicated in Attachment C – Budget. All funds designated as match are restricted to the same uses as STOP Formula Grant Program funds. Match funds may be expended in a greater proportion to Grant funds, however, all match funds must be expended prior to the close of this Grant. An expended amount of match funds provided must be identified on the invoice voucher form provided by COMMERCE.

Line-Item Adjustment

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Contractor and OCVA, including approval from the Contractor's signature authority and the relevant OCVA Section Manager.

9. COMPLIANCE WITH 41 U.S.C. 4712 (INCLUDING PROHIBITIONS ON REPRISAL; NOTICE TO EMPLOYEES)

The Contractor (and any subgrantee at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Contractor also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Contractor is to contact COMMERCE for guidance.

10. COMPLIANCE WITH APPLICABLE RULES REGARDING APPROVAL, PLANNING, AND REPORTING OF CONFERENCES, MEETINGS, TRAININGS, AND OTHER EVENTS.

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

OVW Training Guiding Principles



The Contractor understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-granteessubgrantees.pdf>.

11. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 38

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that a faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in federal law. Part 38 further states that an organization may not use direct federal financial assistance from the Department of Justice to support or engage in explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements.

An organization receiving federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities.

Contractors and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/sites/q/files/xyckuh241/files/media/document/Written_Note_of_Beneficiary_Protections.pdf.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements.

For more information on the requirements referenced in this condition, see <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

12. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 42

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42.

13. COMPLIANCE WITH DOJ REGULATIONS PERTAINING TO CIVIL RIGHTS AND NONDISCRIMINATION – 28 C.F.R. PART 54

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

14. COMPLIANCE WITH GENERAL APPROPRIATIONS-LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS FOR THIS FISCAL YEAR

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a Contractor (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the Contractor is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.



15. COMPLIANCE WITH STATUTORY AND REGULATORY REQUIREMENTS

The Contractor agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

16. COMPUTER NETWORK REQUIREMENT

Contractors may not use any award funds to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities or victim assistance-related activity.

17. CONFIDENTIALITY AND INFORMATION SHARING

The Contractor agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The Contractor also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The Contractor also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

18. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

19. CONTRACT MODIFICATION

Notwithstanding any provision of this Contract to the contrary, at any time during the Contract period, COMMERCE may, by written notification to the Contractor and without notice to any known guarantor or surety, make changes within the general scope of the program activities to be performed under this Contract. All other modifications shall not be valid unless made in writing and signed by the parties. Any oral understandings and agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

Notwithstanding any provision of this Contract to the contrary, at any time during the Contract period, COMMERCE may analyze Contract expenditures as a proportion of the Contract budget. If COMMERCE determines, in its sole discretion, that the Contract funding is underutilized, COMMERCE, in its sole discretion, may unilaterally modify the Contract to reduce the balance of the Contract budget. Funds de-obligated by COMMERCE as a result of a budget reduction may be made available to other Contractors for the provision of eligible program activities.

20. COPYRIGHTED WORKS

Pursuant to 2 C.F.R. 200.315(b), the Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or



in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the Contractor (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the COMMERCE representative assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the Contractor (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

21. **DEBARMENT**

- A.** Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B.** Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C.** The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D.** The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.



ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.

E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. Contractor may contact COMMERCE for assistance in obtaining a copy of these regulations.

22. DETERMINATIONS OF SUITABILITY TO INTERACT WITH PARTICIPATING MINORS

The Contractor, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (titled "Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors") and are incorporated by reference here.

23. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

24. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a de minimis indirect cost rate of up to 15% of Modified Total Direct Costs (MTDC) may be used.

25. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

26. LIMITATION ON USE OF FUNDS FOR ACTIVITIES ADDRESSING HUMAN TRAFFICKING

The Contractor agrees that Contract funds will not be used for activities addressing human trafficking unrelated to domestic violence, dating violence, sexual assault, or stalking.

27. LIMITATION ON USE OF FUNDS FOR ACTIVITIES ADDRESSING MISSING OR MURDERED INDIGENOUS PERSONS (MMIP)

The Contractor agrees that Contract funds will not be used for activities addressing MMIP unrelated to domestic violence, dating violence, sexual assault, or stalking.

28. NON-SUPPLANTION

The Contractor agrees that Contract funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this Contract.

29. NOTIFICATION OF FINDINGS OF DISCRIMINATION OR NONCOMPLIANCE

In the event a state or federal court or a state or federal administrative agency makes a finding of discrimination after a due process hearing on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, age, or disability against the Contractor, any subgrantee at any tier, or a program partner or participant receiving Contract funds, the Contractor will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights (OCR), and COMMERCE.

The Contractor, and any subgrantee at any tier, shall include a statement clearly stating whether or not the finding is related to any Contract activity supported with a Grant in which U.S. Department of



Justice funds are involved, and identify all open grants and contracts utilizing U.S. Department of Justice funding by grant or contract number and program title.

30. ONGOING COMPLIANCE WITH STATUTORY CERTIFICATIONS

The Contractor agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the Contractor's funds for noncompliance with any of the requirements of 34 U.S.C. § 10449(e) (regarding judicial notification), 34 U.S.C. § 10450 (regarding certain fees and costs), and 34 U.S.C. § 10451 (regarding polygraphing of sexual assault victims), and 34 U.S.C. 10454 (regarding victim-centered prosecution), and 34 U.S.C. 10446(d)(6) (regarding award conditions). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

31. POLICY FOR RESPONSE TO WORKPLACE-RELATED INCIDENTS OF SEXUAL MISCONDUCT, DOMESTIC VIOLENCE, AND DATING VIOLENCE

The Contractor, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

32. POLITICAL ACTIVITIES

Political activity of Contractor's employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 U.S.C. 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

33. REPORTING

Contractors must collect and maintain data that measure the performance and effectiveness of work done under this Contract.

If providing direct services or outreach, the Contractor shall submit data quarterly in the InfoNet data collection system, relative to the provision of FFY 2025 Violence Against Women STOP Grant Program services. Report data will be due in InfoNet no later than the fifteenth day following the end of each quarter.

The Contractor shall submit non-personally identifying demographic, service and compliance data required by state funding sources in the InfoNet data collection system. The Contractor shall maintain documentation and records that support the data reported in InfoNet.

The Contractor shall establish and maintain written procedures for the security of InfoNet use at its site. Procedures shall include:

- Only authorized staff are provided access to the InfoNet data and files;
- Staff are informed of the need for security and confidentiality of data and files maintained in or available through the InfoNet system; and
- That the Contractor shall notify the Department Program Coordinator for this Contract when an employee is no longer authorized to access the InfoNet system.

Alternative reporting methods are subject to the approval of the Representative for Commerce.

The Contractor shall submit an annual progress report electronically on a form or in the system provided by COMMERCE for the services or program activities funded through this Contract. The report shall be inclusive of the work performed by any subgrantees. The report is due to COMMERCE



January 31, 2027 (for the performance period January 1, 2026 – December 31, 2026). The Contractor and any subgrantees shall maintain documentation and records that support the progress report.

Coordinated Community Response: The Contractor shall submit quarterly progress reports electronically on a form or in the system provided by COMMERCE on the Coordinated Community Response Activity indicated in the approved Contract application.

34. REPORTING POTENTIAL FRAUD, WASTE, AND ABUSE, AND SIMILAR MISCONDUCT

The Contractor and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

35. REQUIREMENT TO REPORT ACTUAL OR IMMINENT BREACH OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

The Contractor (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Contractor's breach procedures must include a requirement to report actual or imminent breach of PII to COMMERCE no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

36. REQUIREMENTS PERTAINING TO PROHIBITED CONDUCT RELATED TO TRAFFICKING IN PERSONS (INCLUDING REPORTING REQUIREMENTS AND OVW AUTHORITY TO TERMINATE AWARD)

The Contractor, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Contractors, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the Contractor or of any subrecipient.

The details of the Contractor's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by Grantees and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

37. RESTRICTIONS AND CERTIFICATIONS REGARDING NON-DISCLOSURE AGREEMENTS AND RELATED MATTERS

No Contractor or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in Page: 9 of 20 accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information).



Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- A. In accepting this award, the Contractor –**
 - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- B. If the Contractor does or is authorized under this award to make subawards (subgrants), procurement contracts, or both –**
 - i. it represents that—
 - a. it has determined that no other entity that the Contractor's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

38. RESTRICTIONS ON "LOBBYING" AND POLICY DEVELOPMENT

In general, as a matter of federal law, federal funds may not be used by the Contractor, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The Contractor, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program. Another federal law generally prohibits federal funds awarded by OVW from being used by the Contractor, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a Contractor (or subrecipient) would or might fall within the scope of these



prohibitions, the Contractor is to contact COMMERCE for guidance, and may not proceed without the express prior written approval of COMMERCE.

39. SERVICES TO LIMITED-ENGLISH-PROFICIENT (LEP) PERSONS

To ensure compliance with Title VI and the Safe Streets Act, Contractors are required to make reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing their programs and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. Additional assistance regarding LEP obligations and information may be found at: www.lep.gov.

40. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

41. VAWA 2013 NONDISCRIMINATION CONDITION

The Contractor agrees to comply with 34 U.S.C. 12291(b)(13) in any program or activity funded in whole or in part by OVW. Recipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of a program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

42. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- Attachment A – Award Acceptance
- Attachment B – Scope of Work
- Attachment C – Budget
- Attachment D – Federal Funds Checklist
- General Terms and Conditions
- FFY 2025 Violence Against Women STOP Grant Program Application for Funding as submitted and approved by COMMERCE



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B.** "COMMERCE" shall mean the Washington Department of Commerce.
- C.** "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference and may constitute a Subaward if so designated. Electronic transmission of a signed copy of a Contract shall be the same as delivery of an original.
- D.** "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents thereof.
- E.** "Modified Total Direct Costs" (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$50,000.
- F.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- G.** "State" shall mean the state of Washington.
- H.** "Subaward" shall mean an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a Contract.
- I.** "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean subcontractor(s) in any tier.
- J.** "Subrecipient" or "Subgrantee" shall mean a non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.



2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within twenty-four hours of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes,



and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject



at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten (10) calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

15. SUBCONTRACTING/SUBGRANTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting/subgranting, the Contractor shall maintain written procedures related to subcontracting/subgranting, as well as copies of all subcontracts/subawards and records related to subcontracts/subawards. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting/subgranting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting/subgranting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract/subaward.

Every subcontract/subaward shall bind the Subcontractor/Subgrantee to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor/Subgrantee fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor/Subgrantee to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract/subaward operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract/subaward shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor/Subgrantee's performance of the subcontract/subaward.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, COMMERCE has the right to suspend or terminate this Contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.



COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;



- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Award Acceptance

By signing the certification below, I--

- A. Declare to the U.S. Department of Justice (DOJ), and Department of Commerce (COMMERCE) under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ and COMMERCE, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance:
 - i. I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and
 - ii. I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ and COMMERCE, under penalty of perjury, on behalf of myself and the applicant:
 - i. I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ and COMMERCE will rely upon this declaration and certification as a material representation; and
 - ii. I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Yakima County Prosecuting Attorney's Office

Agency Name

Deborah Clausing

Joseph A Breusic

County Prosecutor
Operations Manager

Name of Authorized Official

Title of Authorized Official

Deborah Clausing

Joseph A Breusic

1/5/2026 | 8:18 AM PST

Signature of Authorized Official

01-07-2025

Date



Attachment B: Scope of Work

Yakima County Prosecuting Attorney's Office shall provide staff and furnish goods and services necessary to accomplish the activities under the STOP Violence Against Women Formula Grant Program during the Contract period.

This Contract is not a Benefit or Entitlement to the Contractor. It is not to be used to acquire property or services for the state government's direct benefit. The principle purpose of this Contract is to provide funding for Yakima County Prosecuting Attorney's Office to accomplish a public purpose.

Funding from this Contract must be used to support the Contractor's STOP Violence Against Women Formula Grant Program. Contractor must ensure that activities funded under this Contract program are available to adult or youth victims (ages 11 or older) of intimate partner domestic violence, sexual assault, stalking or dating violence during Contractor's regular business hours and shall include, but not be limited to:

- ensuring funding supports prosecuting cases involving youth and adult victims of intimate partner domestic violence, sexual assault, dating violence and stalking;
- reviewing, charging, appearing in court on cases, meeting with victims and witnesses, plea recommendations and negotiations;
- active collaboration with victim services and law enforcement to ensure a supportive and strong coordinated response for victims of intimate partner domestic violence; sexual assault, dating violence, and/or stalking; and
- ensuring that goods and services, supplies or administrative costs supported by this grant program are related to issues involving adult or youth victims (ages 11 and older) of intimate partner domestic violence, sexual assault, dating violence or stalking.

Services provided must be consistent with current state and federal laws and mandates.

Coordinated Community Response Team

The Contractor, and any Subgrantees, if applicable, will meet at least quarterly with the other recipients of STOP Formula Grant Program funding in their county to collaborate on the Community Activities indicated in their approved grant applications to increase the safety of victims of domestic violence, sexual assault, dating violence and/or stalking and to hold offenders accountable. OCVA Program Staff may attend and/or conduct periodic checks for compliance with the quarterly meetings. Noncompliance may result in suspension of payments to Contractor under this Contract.

The Contractor, and any Subgrantees, if applicable, will submit quarterly progress reports on the Coordinated Community Response Activity from their approved grant application as indicated in Section 33 – Reporting. Noncompliance may result in suspension of payments to Contractor under this Contract.

Victim Safety and Recovery

The Contractor and Subgrantees, if applicable, agrees that Contract funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as:

- A.** Procedures or policies that exclude eligible victims from receiving services based on the classifications identified in 34 U.S.C. 12291(b)(13)(A) or their actual or perceived mental health condition, physical health condition, criminal record, immigration status, employment history or status, income or lack of income, or the age and/or sex of their children.
- B.** Procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;



- C. Procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.).
- D. Procedures or policies that fail to ensure service providers conduct safety planning with victims;
- E. Project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing;
- F. Or any other activities outlined in the application information, program notice of funding opportunity or companion guide under which the application was submitted.

The Office on Violence Against Women (OVW) does not fund activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Deliverables

The Contractor shall be responsible for the following deliverables:

- A. Participation in community collaboration meetings at least quarterly – As detailed above
- B. Reports – As described in the Special Terms and Conditions
- C. Vouchers – Must be submitted at least quarterly

Performance Measures

Provision of the deliverables listed above will be measured using the following performance measures:

- A. Participation in at least 75% of the quarterly community collaboration meetings
- B. 100% of required reports will be submitted on time
- C. 90% of vouchers will be completed on time



Attachment C: Budget

Salaries	\$22,668.00
Benefits	\$8,895.00
Grant Total	\$31,563.00
Match Total	\$10,521.00
Project Total	\$42,084.00

Transfer of funds between line item budget categories must be approved by the Office of Crime Victims Advocacy (OCVA) program staff. A cumulative amount of these transfers exceeding ten (10) percent of the total program budget shall be subject to justification and negotiation between the Contractor and OCVA, including approval from the Contractor's signature authority and the relevant OCVA Section Manager.

The cost of allowable equipment purchased with these funds must be prorated to Contract activity usage. Equipment authorized to be purchased with Contract funds must be documented in an inventory system indicating, at a minimum, date of purchase, quantity, and distribution. **Equipment must also be purchased within the first quarter of the Contract.**

Printing of Materials: OCVA must forward requests to print brochures, billboards, and other publications developed with Contract funds to the Office on Violence Against Women not less than twenty (20) days prior to public release of the materials. **If approved, the printing must be completed within the first three (3) months of the Contract.**

Food and Beverage Costs: The Contractor agrees Contract funds will not be used to purchase food and/or beverages for any meeting, conference, training, or other event, with the exception of support groups or otherwise within the context of victim services where it is necessary and integral to providing services to enhance victim safety. Additional information may be found in the Frequently Asked Questions (FAQs) About STOP Formula Grants available at: <https://www.justice.gov/ovw/page/file/1008816/download>.

Consultant/contractor fees may not exceed \$650 per day (excluding travel and subsistence costs) for an eight-hour day or may not exceed \$81.25 per hour for less than an eight-hour day without prior approval from OCVA. **Contractors are required to maintain documentation to support all daily or hourly rates.**



Attachment D: Federal Funds Checklist

Subaward Checklist	Federal Award Information
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	YAKIMA COUNTY
(ii) Subrecipient's unique entity identifier;	P1SDBNX9U258
(iii) Federal Award Identification Number (FAIN);	15JOVW-23-GG-00608-STOP
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	09/13/2023
(v) Subaward Period of Performance Start and End Date;	01/01/2026 to 12/31/2026
(vi) Subaward Budget Period Start and End Date;	01/01/2026 to 12/31/2026
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$0.00
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<i>Subrecipient – reference your records.</i>
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<i>Subrecipient – reference your records.</i>
(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal awarding agency: Department of Justice, Office on Violence Against Women Pass-through entity: WA State Department of Commerce, Office of Crime Victims Advocacy ashley-nicole.storey@commerce.wa.gov
(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	16.588 STOP Violence Against Women Formula Grants
(xiii) Identification of whether the award is R&D;	Not for research and development purposes.
(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.	N/A



Subaward Checklist	Federal Award Information
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	YAKIMA COUNTY
(ii) Subrecipient's unique entity identifier;	P1SDBNX9U258
(iii) Federal Award Identification Number (FAIN);	15JOVW-24-GG-00552-STOP
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	09/13/2024
(v) Subaward Period of Performance Start and End Date;	01/01/2026 to 12/31/2026
(vi) Subaward Budget Period Start and End Date;	01/01/2026 to 12/31/2026
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$31,563.00
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<i>Subrecipient – reference your records.</i>
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<i>Subrecipient – reference your records.</i>
(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal awarding agency: Department of Justice, Office on Violence Against Women Pass-through entity: WA State Department of Commerce, Office of Crime Victims Advocacy ashley-nicole.storey@commerce.wa.gov
(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	16.588 STOP Violence Against Women Formula Grants
(xiii) Identification of whether the award is R&D;	Not for research and development purposes.
(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.	N/A



Subaward Checklist	Federal Award Information
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	YAKIMA COUNTY
(ii) Subrecipient's unique entity identifier;	P1SDBNX9U258
(iii) Federal Award Identification Number (FAIN);	15JOVW-25-GG-00064-STOP
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	08/18/2025
(v) Subaward Period of Performance Start and End Date;	01/01/2026 to 12/31/2026
(vi) Subaward Budget Period Start and End Date;	01/01/2026 to 12/31/2026
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$0.00
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	<i>Subrecipient – reference your records.</i>
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	<i>Subrecipient – reference your records.</i>
(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	STOP Violence Against Women Formula Grant Program, grant pass through allocation to improve the community response to violence against women.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal awarding agency: Department of Justice, Office on Violence Against Women Pass-through entity: WA State Department of Commerce, Office of Crime Victims Advocacy ashley-nicole.storey@commerce.wa.gov
(xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	16.588 STOP Violence Against Women Formula Grants
(xiii) Identification of whether the award is R&D;	Not for research and development purposes.
(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.	N/A



DocuSign Contract Review and Routing Form

Office of Crime Victims Advocacy

Reviewed by:	Title:	I verify that I have:	Date:
Ashley-Nicole Storey	Grant Manager	Proofed documents	12/19/2025 9:08 AM PST
Jodine Honeysett	Section Manager	Matched approved Obligation Summary Memo and Allocation Spreadsheet Reviewed entry and coding in CMS	12/22/2025 8:15 AM PST
Trisha Smith	Assistant or Managing Director	Correct template from IntraCOM has been used OR Documentation has been included with reason for exception	12/29/2025 9:26 AM PST

Use if Grant Manager needs to verify Grantee submission before Assistant Director's signature

Reviewed by:	Title:	I verify that I have:	Date:
	Grant Manager	Checked that Grantee has completed all required certifications and/or forms	

**BOARD OF YAKIMA COUNTY COMMISSIONERS
AGREEMENT**

Agreement Number:

F25-31103-018

FFY25 Violence Against Women STOP Grant Program

BOARD OF COUNTY COMMISSIONERS

BOCC Agreement

0 0 7 - 2 0 2 6

Yakima County, WA

LaDon Linde, Chair

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

DATED: JAN 20 2026

Attest:

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

Approved as to Form:



Jennifer A. Blum
County Prosecutor



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: Tommy Carroll
Department: Public Services - Planning Division
Requested Agenda Date: JAN 20 2026
Presenting: Tommy C.

Board of County Commissioners Record Assigned

#

028-2026

Action Requested – Check Applicable Box:

PASS RESOLUTION
 PASS ORDINANCE
 ISSUE PROCLAMATION

EXECUTE or AMEND
AGREEMENT, CONTRACT, or GRANT
 OTHER _____

Document Title:

IN THE MATTER OF SETTING THE DATE FOR AN OPEN RECORD PUBLIC HEARING TO CONSIDER
THE PROPOSED SOLAR POWER PRODUCTION FACILITIES DEVELOPMENT REGULATIONS TO YCC
TITLE 19 – UNIFIED LAND DEVELOPMENT CODE

Background Information:

Yakima County Planning Commission (PC) has made their findings and recommendations regarding the proposed text amendments to YCC Title 19 related to Solar Power Production Facilities. The PC has recommended approval of the draft language and has submitted them to the Board of Yakima County Commissioners for their consideration. This resolution sets the date for the required public hearing before the Board.

Describe Fiscal Impact:

N/A

Summary & Recommendation:

The approval of this resolution sets the date and time for a hearing before the Board to take testimony on the Planning Commissions proposed changes to YCC Title 19 related to Solar Power Production Facilities.

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

**IN THE MATTER OF SETTING THE
DATE FOR AN OPEN RECORD
PUBLIC HEARING TO CONSIDER
THE PROPOSED SOLAR POWER
PRODUCTION FACILITIES
DEVELOPMENT REGULATIONS TO
YCC TITLE 19 – UNIFIED LAND
DEVELOPMENT CODE**

028-2026

WHEREAS, in compliance with the Washington State Growth Management Act (GMA), Chapter 36.70A RCW, the Board of Yakima County Commissioners (Board) adopted the Yakima County Comprehensive Plan – ***Horizon 2040***, on June 27, 2017, and adopted the development regulations – Yakima County Code (YCC) Title 19, on May 5, 2015; **and**,

WHEREAS, as part of its comprehensive plan and development regulation update process, the County has established a public participation program, YCC 16B.10, which sets forth minimum requirements for ensuring adequate public notification and opportunities for comment and participation in the amendment process; **and**,

WHEREAS, on July 26, 2022, the Board adopted Resolution No. 200-2022 declaring a zoning moratorium on moderate to large-scale solar facilities within the unincorporated areas of Yakima County because the County presently lacks specific development standards regulating the establishment and operation of moderate to large-scale solar facilities; **and**,

WHEREAS, at the direction of the Board of Yakima County Commissioners the Yakima County Public Services – Planning Division developed proposed new development regulations to YCC Title 19 – Unified Land Development Code to regulate moderate to large-scale solar facilities within the unincorporated areas of Yakima County; **and**,

WHEREAS, the Yakima County Planning Commission held work sessions on November 8, 2023, January 10, 2024, February 28, 2024, May 8, 2024, August 14, 2024, February 12, 2025, March 12, 2025, and April 9, 2025, to consider the proposed text amendments (LRN2023-00001/SEP2023-00003 Solar Power Production Facilities) to YCC Title 19 – Unified Land Development Code; **and**,

WHEREAS, the Yakima County Planning Commission held an open record public hearing on September 17, 2025, to consider the proposed development code text amendments regarding moderate to large-scale solar facilities (LRN2023-00001/SEP2023-00003) and has rendered its recommendation to this Board in a document entitled “Findings of Fact and Recommendation”; **and**,

WHEREAS, this Board wishes to hold a public hearing on the proposals prior to making decisions on whether to approve, amend, or deny them; **now, therefore**,

BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION

BE IT HEREBY RESOLVED by the Board of Yakima County Commissioners that **Tuesday, February, 10, 2026, at 10:00 AM**, or as soon thereafter as possible, be, on the attached legal notice for the purpose of considering the proposed solar related text amendments; **and**

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to post and publish notices as prescribed by Yakima County Code.

DONE JAN 20 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*

Board of Yakima County Commissioners
Notice of Public Hearing

Development Code Text Amendments – Solar Power Production Facilities

NOTICE IS HEREBY GIVEN that pursuant to Resolution 28-2026 the Board of Yakima County Commissioners will conduct an open record public hearing on **TUESDAY, February 10, 2026, at 10:00 a.m.**, or as soon thereafter, to consider text amendments to the Unified Land Development Code Title 19 (file numbers LRN2023-00001/SEP2023-00003 (Solar Power Production Facilities). The proposed amendments and SEPA documents can be found online at <https://www.yakimacounty.us/2572/Text-Amendments>. Contact the Long Range Planning Division at 509-574-2300 or longrangeplanning@co.yakima.wa.us for more information.

The public hearing will be conducted in person and virtually using the Zoom conferencing platform. The location of the in person public hearing is the BOCC Basement Conference Room, Room 33B, 128 N. 2nd Street, Yakima, WA. Persons interested in attending the hearing virtually can join the meeting via the Zoom link and/or telephone number below:

Participants, please join the meeting via the Zoom link or telephone number below. Join Zoom Meeting <https://zoom.us/j/94084501212?pwd=Q1VNdGVFcmJaTW9ORzREUUtWWt2Zz09>

Meeting ID: 940 8450 1212
Passcode: 874864

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

PUBLIC COMMENTS AND ADDITIONAL INFORMATION

Your views on the proposals are encouraged. You may provide written comments up to the hearing and oral comments at the public hearing. In addition, all written comments received prior to the hearings will be considered. You may send written comments via email to: julie.lawrence@co.yakima.wa.us; via fax to: 574-1501; or via mail to: Board of County Commissioners, Yakima County Courthouse, 128 North Second Street, Yakima, WA 98901. Be sure to reference the file numbers of the proposed amendment in your correspondence.

The Yakima County Courthouse Basement, Room 33B, Conference Room 2 is handicap accessible. Arrangements to reasonably accommodate the needs of special classes of citizens, including handicap accessibility or interpreter, will be made upon receiving advance notice. This public hearing is accessible to persons with disabilities. To submit comments, request the documents in an alternate format, or arrange accommodations with at least one-week notice, please contact Julie Lawrence, Clerk of the Board at (509) 574-1500 or the ADA Coordinator at Yakima County no later than five (5) working days prior to the date service is needed.

Yakima County ADA Coordinator
128 N. 2nd Street, Room B27
Yakima, WA 98901
(509) 574-2210

7-1-1 or 1-800-833-6384 (Washington Relay Services for deaf and hard of hearing)

Dated: January 20, 2026

Publish: January 22, 2026

Bill: Acct# 10826 Planning