



## **BOARD OF YAKIMA COUNTY COMMISSIONERS**

Weekly Agenda Meeting

Tuesday, January 27, 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=9mnMCz3morqX0EeZa-OTmlD\\_kxH0A.o2qEJ1jsNVa8A27t](https://us06web.zoom.us/j/87695547762?pwd=9mnMCz3morqX0EeZa-OTmlD_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](mailto:JULIE.LAWRENCE@CO.YAKIMA.WA.US).

4. CONSENT ITEMS

5. AUDITOR

A. Accounts Payable Warrant Approval

Issue Date: 1.15.26

Documents:

[AP WARRANT APPROVAL 1.15.26.PDF](#)

6. COMMISSIONER

A. 1.5.26 Work Session Minutes

Documents:

[1.5.26 WORK SESSION MINUTES.PDF](#)

B. 1.13.26 Regular Agenda Meeting

Documents:

[1.13.26 REGULAR AGENDA MINUTES.PDF](#)

C. Resolution 31-2026

Reappointing Jerry Craig to the Yakima County Planning Commission.

Fiscal Impact: \$0

Documents:

[31-2026.PDF](#)

7. COUNTY ROADS

A. Resolution 30-2026

Approving the Title VI Accomplishments and Goals Report from October 1, 2024, to September 30, 2025.

Fiscal Impact: \$0

Documents:

[30-2026.PDF](#)

8. HUMAN RESOURCES

A. Resolution 29-2026

Additions/Deletions to Budgeted Positions in Department 070 (Human Resources), Department 220 (Sheriff's Office), Fund 502 (Technology Services), and Fund 508 (Workers Compensation).

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

Documents:

[29-2026.PDF](#)

9. HUMAN SERVICES

A. Agreement 8-2026

2026 Mental Health Sales Tax Contract with Yakima County Department of Assigned Counsel for Therapeutic Court Services.

Fiscal Impact: \$118,790

Documents:

[BOCC 8-2026.PDF](#)

B. Agreement 9-2026

2026 Mental Health Sales Tax Contract with Yakima County Department of Corrections for Medicated Assisted Treatment Program.

Fiscal Impact: \$117,510

Documents:

[BOCC 9-2026.PDF](#)

C. Agreement 10-2026

2026 Mental Health Sales Tax Contract with Grace City Outreach for Expanded Behavioral Health Services at Camp Hope Shelter.

Fiscal Impact: \$198,727

Documents:

[BOCC 10-2026.PDF](#)

D. Agreement 11-2026

2026 Opiate Settlement Funds Contract with Safe Yakima Valley for Prevention Services Through the Positive Social Norms Program.

Fiscal Impact: \$24,050

Documents:

[BOCC 11-2026.PDF](#)

10. PUBLIC SERVICES

A. Resolution 32-2026

Accepting as Complete, Contract for Terrace Heights Landfill Emergency Pump Repair.

Fiscal Impact: Final Contract Cost is \$49,731.84

Documents:

[32-2026.PDF](#)

B. Agreement 12-2026

Grant Agreement with the Washington State Recreation and Conservation Office for the Blue Slough Causeway Removal Conceptual Design.

Fiscal Impact: \$190,000

Documents:

[BOCC 12-2026.PDF](#)

C. Agreement 13-2026

Amendment #1 to Professional Services Agreement with Epic Land Solutions, Inc., for Real Estate Services and Right-of-Way Acquisition Tasks for Yakima County Public Services Water Resources Division Shaw and Wide Hollow Creeks Flood Control Project.

Fiscal Impact: Adds \$45,000 - Department of Ecology & FEMA Grant Funded

Documents:

[BOCC 13-2026.PDF](#)

D. Agreement 14-2026

Professional Services Agreement with SCS Engineers for Professional Engineering, Consulting, Construction Support and Related Services for Yakima County Solid Waste Projects.

Fiscal Impact: Not to Exceed \$827,956

Documents:

[BOCC 14-2026.PDF](#)

E. Agreement 15-2026

Professional Services Agreement with SCS Engineers for On Call Engineering Support Services.

Fiscal Impact: Not to Exceed \$50,000

Documents:

[BOCC 15-2026.PDF](#)

F. Agreement 16-2026

Professional Services Agreement with SCS Engineers for Engineering Services for Yakima County Solid Waste Division's Landfill Gas System Expansion.

Fiscal Impact: Not to Exceed \$177,500

Documents:

[BOCC 16-2026.PDF](#)

G. Agreement 17-2026



Professional Services Agreement with SCS Engineers for Engineering Services for Design and Site Improvements for Landfill Gas Flare Facilities at Terrace Heights Landfill and Cheyne Landfill.

Fiscal Impact: Not to Exceed \$32,000

Documents:

[BOCC 17-2026.PDF](#)

11. REGULAR AGENDA

A. Accounts Payable Warrant Approval - McKinney Glass

Issue Date: 1.15.26

Documents:

[AP WARRANT APPROVAL - MCKINNEY GLASS 1.15.26.PDF](#)

12. NEW BUSINESS

13. ADJOURN

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

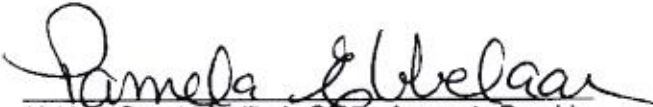
**Board of Yakima County Commissioners**  
**Accounts Payable Warrant Approval**

|                                                       |               |      |               |                       |
|-------------------------------------------------------|---------------|------|---------------|-----------------------|
| Admin                                                 | _____         | Thru | _____         | <u>\$0.00</u>         |
| Agency                                                | <u>884577</u> | Thru | <u>884867</u> | <u>\$1,354,036.16</u> |
| *With the exception of Warrant Amount (see next page) |               |      |               | <u>\$0.00</u>         |
| Agency Ad Hoc                                         | <u>0</u>      | Thru | <u>0</u>      | _____                 |
| P-Cards                                               | <u>884868</u> |      | <u>884869</u> | <u>\$150,729.62</u>   |
| General Warrants                                      | <u>884989</u> | Thru | <u>885323</u> | <u>\$6,959,048.17</u> |
| *With the exception of Warrant Amount (see next page) |               |      |               | <u>\$735.76</u>       |
| Ad Hoc                                                | <u>884870</u> | Thru | <u>884988</u> | <u>\$ 29,213.99</u>   |

Certification of Claims Clearing Warrant No. \_\_\_\_\_ 0 thru \_\_\_\_\_ 0 in the amount of \$8,492,292.18

ISSUE DATE 1/15/26

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

  
Yakima County Auditor's Office, Accounts Payable

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

This 27<sup>th</sup> day of January, 20 26.



Chairman, Board of County Commissioners

OR

Commissioner \_\_\_\_\_

Commissioner \_\_\_\_\_



**BOARD OF YAKIMA COUNTY COMMISSIONERS**

Regular Meeting

Work Session

Monday, January 5, 2026, at 9:00 am

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

1/5/2026 - 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, County Prosecutor Joe Brusic, County Engineer Matt Pietrusiewicz, Public Services Director David Haws, Financial Services Director Brian Carlson, and guests.

**2. PUBLIC COMMENT**

No Public Comment Received.

**3. 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 6, 2026, Agenda.

**4. HUMAN RESOURCES (15 Minutes)**

Judy Kendall presented two action memos to the Board. The first was a request from Public Services for out-of-class pay for a Solid Waste Field Supervisor (B25) fulfilling the duties of an Operations Manager II (C45) from January 1, 2026, through February 15, 2026. The current Operations Manager II is out on an approved leave of absence during that timeframe. The Commissioners approved this request.

The second was a request from the Prosecutor's Office for an exception to the Classification and Compensation Policy to move a Program Analyst II (C43) from Step 4 to Step 6. Joe Brusic spoke to the importance of this position and noted that the employee has taken on additional duties in the last year. Judy spoke to other increases that the employee will already be receiving this year, as well as projected costs for overtime. She noted that providing an additional step increase in this case would set a dangerous precedent for other departments to ask for step exceptions for workers they also consider exceptionally important to their mission. Due to shared concerns about setting a precedent, the Commissioners asked Joe to work with Human Resources to review the employee's position to see if it meets the qualifications to be reclassified to a higher level instead of providing an additional step increase. Finally, regarding this same Program Analyst II (C43) position, Judy noted that a resolution will also appear on a future agenda to change this position from 7.5 to 8.0 hours per day.

**5. FINANCIAL SERVICES (25 Minutes)**

2026 Budget – Countywide Interest Sweep: Brian Carlson revisited 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. After last Monday's Work Session, he created a new table showing the "yes", "no", and "maybe" categories and outlining fund types, specific funds, and estimated sums. The Board directed Brian to move forward with interest sweep on the "yes" categories and to work with Corporate Counsel on a potential ordinance update for Mental Health Sales Tax interest earnings. A week from Tuesday, he will bring a resolution before the Board to update investment officers as a first step. Matt Pietrusiewicz and David Haws each had questions about how this would affect their enterprise funds and budgets, and Brian offered to make himself available after Work Session to follow up in greater detail.

Discussion on Yakima Chamber of Commerce Membership Invoice: Commissioner Curtis and Brian explained that the Chamber had temporarily waived the County's membership fee several years ago as a courtesy, and it was never reactivated. This was discovered after a staffing transition, and the Chamber is now requesting that the County resume paying the membership fee. The Board agreed to resume payment.

#### 6. COMMISSIONER UPDATES/ GENERAL DISCUSSION

The Commissioners gave updates on individual committee/board assignments for the week of December 29, 2025 – January 2, 2026.

#### 7. NEW BUSINESS

The Commissioners briefly touched on how the use of flock cameras has been a growing point of discussion that may come up during the legislative session.

#### 8. ADJOURN

Commissioner Curtis MOTION: To Adjourn

Commissioner McKinney SECOND

Motion Passes to Adjourn. Meeting Adjourned at 9:35 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 27 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 13, 2026, at 10:00 am

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

1/13/2026 - 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, Public Services Director David Haws, Financial Services Director Brian Carlson, and guests.

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENT**

No Public Comment Received.

**4. PROCLAMATION**

**A. 2026 Martin Luther King Day Proclamation**

Commissioner Linde read the proclamation into the record before presenting a signed copy to Reverend Trimble. The reverend recalled joining marches as a teenager in Atlanta, Georgia, to stand against segregation and injustice. He encouraged everyone to continue to stand for truth and justice and to make America great by treating each other as God's children.

**5. CONSENT ITEMS**

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

**6. AUDITOR**

**A. Special Warrant**

Issue Date: 1.6.26

7. COMMISSIONER

- A. 12.11.25 Work Session Minutes
- B. 12.15.25 Work Session Minutes
- C. 12.16.25 Special Agenda Minutes
- D. 12.22.25 Work Session Minutes

8. CORPORATE COUNSEL

A. Resolution 16-2026

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

Fiscal Impact: \$3,335.48

B. Resolution 17-2026

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

Fiscal Impact: \$0

C. Resolution 18-2026

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

Fiscal Impact: \$0

D. Resolution 19-2026

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

Fiscal Impact: \$20,000

9. COUNTY ROADS

A. Resolution 15-2026

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

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

10. HUMAN RESOURCES

A. Resolution 12-2026

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

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

B. Resolution 13-2026

Adopting HR 037 Yakima County Remote Work Policy.

Fiscal Impact: \$0

C. Resolution 14-2026



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

Fiscal Impact: \$0

## 11. TECHNOLOGY SERVICES

### A. Agreement 5-2026

Contract with Televate for Countywide Radio System Project.

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

## 12. REGULAR AGENDA

### A. Resolution 11-2026

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

Fiscal Impact: \$0

Public Services Director David Haws explained that the federal government stopped minting pennies at beginning of 2026. Public Services Solid Waste Division has a large volume of cash transactions and is thus starting to run low on pennies. Many landfills (and other businesses) have started rounding to nearest \$0.05 on cash transactions only, which is what David proposes in this resolution.

Commissioner McKinney observed that this change will help the federal government become more frugal, as the penny costs more to produce than it is worth. Commissioners Linde and Curtis concurred that David's solution can also be reassessed in the future if/when a more comprehensive County policy is proposed.

Commissioner McKinney MOTION: To Approve Resolution 11-2026

Commissioner Curtis SECOND

Motion Passes Unanimously.

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

Brian began his presentation by reviewing the 2026 Budget Mission Statement and introducing the Financial Planning Mission Statement: "To ensure adequate and sustainable resourcing of mandated services as identified in statutes, and strategic priorities as identified by the BOCC." He then reviewed the Triage List for the Financial and Strategic Plans, outlining topics and tasks for 2025 and 2026. The Commissioners confirmed their agreement with Brian's list, as well as adding the next round of union contracts. Brian acknowledged that although the list does include steps toward self-insurance, the Board is still exploring this topic and has not yet made a final decision.

Next, Brian discussed financial planning tactics. A variety of venues will be harnessed, including the BOCC, the Budget Elect Team (potentially with a new format/focus), directors, the Law & Justice Committee, and department "families". Regarding Commissioner engagement specifically, the Board agreed to have financial updates during agenda meetings as needed for guidance and decision-making, rather than weekly. Outside of this, individual Commissioners will coordinate with Brian and other groups on their own selected topics before eventually bringing them back to the full Board. The Board also discussed Brian's financial planning themes, including multi-year financial planning, urgent coordinated action, harmonization of all plans, "must/not-must", best practices, lifecycle costs, "bring something", "it all goes together", and "the algorithm". The Commissioners agreed that their preference is to get buy-in from all departments in this financial planning work, in order to avoid having to utilize "the algorithm" – prorated cuts across all departments.

Finally, Brian confirmed that he will add a resolution to the January 20th Agenda resetting the investment officers in order to allow for interest sweep in select funds. In response to Commissioner Curtis' question, he added that he plans to have financial planning policies ready to present by mid-February. The Commissioners also discussed possible methods to clarify to the public which budget tactics are being discussed, explored, or fully approved and implemented. This could take the form of a bullet-point summary of topics that were discussed vs. decided.

14. NEW BUSINESS

Commissioner Curtis noted that the meeting minutes listed in the official agenda posted for the public online had not been read into the record as part of today's slide deck.

Commissioner Curtis MOTION: To Approve Meeting Minutes from December 11th, 15th, 16th, and 22nd

Commissioner McKinney SECOND

Motion Passes Unanimously.

15. ADJOURN

Commissioner Curtis MOTION: To Adjourn

Commissioner McKinney SECOND

Motion Passes to Adjourn. Meeting Adjourned at 10:55 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 27 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: Julie Lawrence  
Department: Commissioners  
Requested Agenda Date: 1/27/26  
Presenting: \_\_\_\_\_

*Board of County Commissioners Record Assigned*

#

**031 - 2026**

#### Action Requested – Check Applicable Box:

☒ PASS RESOLUTION

☐ EXECUTE or AMEND

☐ PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

☐ ISSUE PROCLAMATION

☐ OTHER \_\_\_\_\_

#### Document Title:

Reappointing Jerry Craig to the Yakima County Planning Commission.

#### Background Information:

#### Describe Fiscal Impact:

\$0

#### Summary & Recommendation:

\_\_\_\_\_  
Department Head/Elected Official Signature

\_\_\_\_\_  
Corporate Counsel Initial (for Agreements Only)

**BOARD OF YAKIMA COUNTY COMMISSIONERS  
RESOLUTION**

**IN THE MATTER OF REAPPOINTING  
JERRY CRAIG TO THE YAKIMA  
COUNTY PLANNING COMMISSION**

**031 - 2026**

**WHEREAS**, it has come to the attention of the Board of Yakima County Commissioners that the term of an existing board member on the Yakima County Planning Commission expired on December 31, 2025; and,

**WHEREAS**, it is incumbent upon the Board of County Commissioners to fill such vacancies when they exist; and,

**WHEREAS**, the Yakima County Planning Commission has recommended Jerry Craig to fill the vacancy; and,

**BE IT HEREBY RESOLVED** by the Board of Yakima County Commissioners that Jerry Craig, be and hereby is appointed to serve on the Yakima County Planning Commission effective January 1, 2026, through December 31, 2029.

**DONE**      JAN 27 2026

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LaDon Linde, Chair

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Amanda McKinney, Commissioner

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Attest: Julie Lawrence, Clerk of the Board

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



# BOARD OF YAKIMA COUNTY COMMISSIONERS

## Agenda Request Form (ARF)

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

Prepared by: Brett Sheffield  
Department: County Roads  
Requested Agenda Date: 1/27/2026  
Presenting: \_\_\_\_\_

Board of County Commissioners Record Assigned

#

**030-2026**

### Action Requested – Check Applicable Box:

☒ PASS RESOLUTION

☐ PASS ORDINANCE

☐ ISSUE PROCLAMATION

☐ EXECUTE or AMEND

AGREEMENT, CONTRACT, or GRANT

☐ OTHER \_\_\_\_\_

### Document Title:

Approve the Title VI Accomplishments and Goals Report for the period of October 1, 2024, to September 30, 2025.

### Background Information:

In 2007, the BOCC adopted the Title VI Implementation Plan and Policy Statement. The Title VI Policy was re-affirmed on March 11, 2025. The County needs to submit a Title VI Accomplishments and Goals Report every year that the County receives federal funds.

### Describe Fiscal Impact:

None.

### Summary & Recommendation:

Pass the resolution approving the Title VI Accomplishments and Goals Report for October 1, 2024 to September 30, 2025, sign the Report and submit to WSDOT.

M. S.  
Department Head/Elected Official Signature

\_\_\_\_\_  
Corporate Counsel Initial (for Agreements Only)



# BOARD OF YAKIMA COUNTY COMMISSIONERS

## RESOLUTION

IN THE MATTER OF APPROVING THE  
TITLE VI ACCOMPLISHMENTS AND  
GOALS REPORT FROM OCTOBER 1,  
2024, TO SEPTEMBER 30, 2025

030-2026

**WHEREAS**, Yakima County receives Federal Transportation funding from the US Federal Highway Administration (FHWA) through the Washington State Department of Transportation (WSDOT) for use on Yakima County Improvement projects; **and**,

**WHEREAS**, as a prerequisite for receiving Federal Transportation funding, Yakima County must have a plan in place to insure non-discrimination in the administration of federally funded projects as required by the following authorities: Title VI of the 1964 Civil Rights Act, and 23 CFR 200.9 and 49 CFR 21; Title VI of the 1964 Civil Rights Act, 42 USC 2000d to 2000-4; Civil Rights Restoration Act of 1987 (PL 100259 [S. 577] March 22, 1998); 42 USC 4601 to 4655 and 23 USC 109(h); 23 USC 324; US Department of Transportation Order 1050.2; Executive Order 12250; Executive Order 12898 and 28 CFR 50.2; **and**,

**WHEREAS**, Yakima County gives public notice that it is the policy of Yakima County to assure full compliance with Title VI of the 1964 Civil Rights Act and related Federal Statutes, Regulations and Executive Orders; **and**

**WHEREAS**, Yakima County is required to submit a Title VI Accomplishments and Goals Report for the period of October 1, 2024, to September 30, 2025; **now**, therefore,

**BE IT HEREBY RESOLVED** by the Board of Yakima County Commissioners that Yakima County, Washington hereby approves and submits the attached Title VI Accomplishments and Goals Report for October 1, 2024, to September 30, 2025.

DONE

JAN 27 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*





Report for October 1, 2024 through September 30, 2025

## TITLE VI ACCOMPLISHMENTS & GOALS REPORT - WSDOT

This outline is for LPA and other governmental entities to report Title VI activities that occurred over the past year and report Title VI goals for the upcoming year. Reports must be returned on or before due date to meet eligibility requirements for federal funding. Send to [TitleVI@WSDOT.wa.gov](mailto:TitleVI@WSDOT.wa.gov)

**DUE DATES:** Refer to Section 28.3 for scheduled reporting period and due date

### Contact Information

Name and title of administrator (signature on Standard Assurances): David Haws, Director of Public Services

Mailing Address: 128 N. 2<sup>nd</sup> Street, 4<sup>th</sup> Floor Courthouse

City: Yakima,

WA

Zip Code: 98901

County: Yakima

Phone #: 509-574-2300

email address: [david.haws@co.yakima.wa.us](mailto:david.haws@co.yakima.wa.us)

Name and title of head of transportation-related services: Matt Pietrusiewicz, County Engineer

Mailing Address: 128 N. 2<sup>nd</sup> Street, 4<sup>th</sup> Floor Courthouse

City: Yakima,

WA

Zip Code: 98901

County: Yakima

Phone #: 509-574-2300

email address: [matt.pietrusiewicz@co.yakima.wa.us](mailto:matt.pietrusiewicz@co.yakima.wa.us)

Name and title of designated Title VI coordinator\*: Matt Pietrusiewicz, County Engineer

Mailing Address: 128 N. 2<sup>nd</sup> Street, 4<sup>th</sup> Floor Courthouse

City: Yakima

WA

Zip Code: 98901

County: Yakima

Phone #: 509-574-2300

email address: [matt.pietrusiewicz@co.yakima.wa.us](mailto:matt.pietrusiewicz@co.yakima.wa.us)

\*When the Title VI coordinator changes, notify [TitleVI@WSDOT.wa.gov](mailto:TitleVI@WSDOT.wa.gov) within 30 days.

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To comply with Title VI requirements, each annual report submission must include signed Standard Assurances (USDOT1050.2A). **See Appendix C.**

### Accomplishments

1. Have there been any changes to the approved Title VI Plan that have not been reported to OECR?

There have been no changes to Yakima County Public Services (YCPS) Federally Funded Transportation Program Title VI Implementation Plan (Title VI Plan) since it was approved in March 2007.

A copy of the YCPS Title VI Implementation Plan, including the Policy Statement is included in Appendix B of this report.

2. Organization, Staffing, Structure: Describe the Title VI Program reporting structure including the Title VI Coordinator, Administrative Head, and transportation-related staff. The list should include name, race, color, and national origin of each individual. Include the same details if your LPA has a volunteer or appointed board related to transportation decision making.

**Organization:** The County Roads Organizational Chart is included in Appendix A.

**Staffing:** The Yakima County Commissioners have authorized the Public Services Director to act as the Title VI Agency Administrator and the County Engineer to act as the Title VI Coordinator. Additionally, program managers and supervisors have been designated as Title VI Specialists that will implement and maintain objectives.

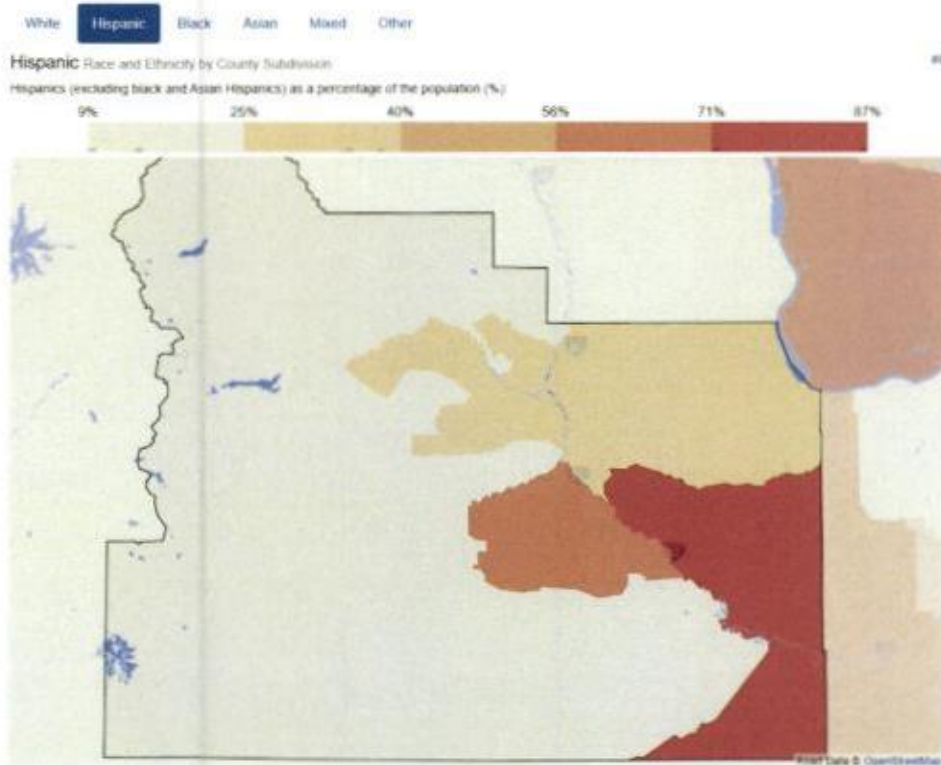
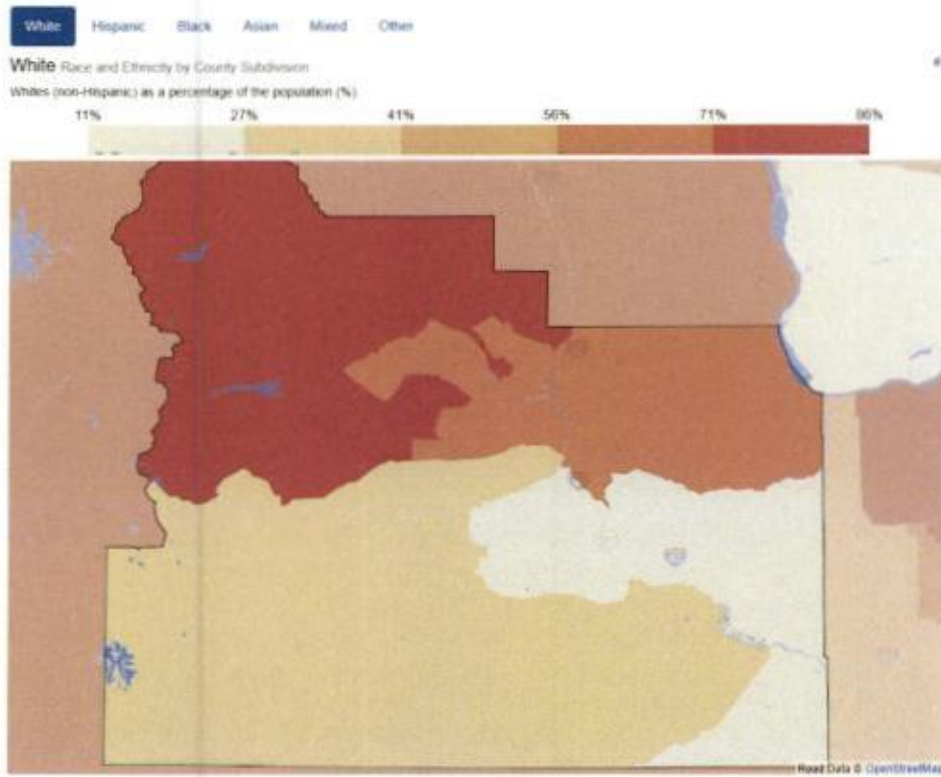
**Structure:** Title VI Specialists work with the coordinator to ensure compliance by contractors, subcontractors, consultants, suppliers and other sub-recipients under federally funded projects or programs. They are listed in Table 1 below.

| Name               | Gender/Ethnicity | Title                                | Program                           |
|--------------------|------------------|--------------------------------------|-----------------------------------|
| David Haws         | Male/White       | Director/Title VI Administrator      | Public Services Department        |
| Matt Pietrusiewicz | Male/White       | County Engineer/Title VI Coordinator | County Roads Department           |
| Monica Beltran     | Female/Hispanic  | Supervisor                           | Administration                    |
| Brett Sheffield    | Male/White       | Assistant County Engineer            | Engineering Services              |
| Jase Testerman     | Male/White       | Manager                              | Right of Way Services             |
| Todd Mouritsen     | Male/White       | Manager                              | Construction Services             |
| Ivan Klingele      | Male/White       | Manager                              | Traffic & Transportation Services |
| Ryan Calhoun       | Male/White       | Manager                              | Road Maintenance                  |

**Table 1: Title VI Staffing and Structure**

- Community Demographics: Using a map of the LPA's boundaries, describe the demographics of the LPA's service area (e.g., race, ethnicity, and national origin). List, by individual languages, the percentage of the population who is Limited English proficient. If the LPA's Limited English proficient population is 5% of the total population or 1,000 individuals, whichever is less, explain the Four-Factor Analysis by answering the statements listed on the next page.

## Map of Race and Ethnicity by County Subdivision in the Yakima Area



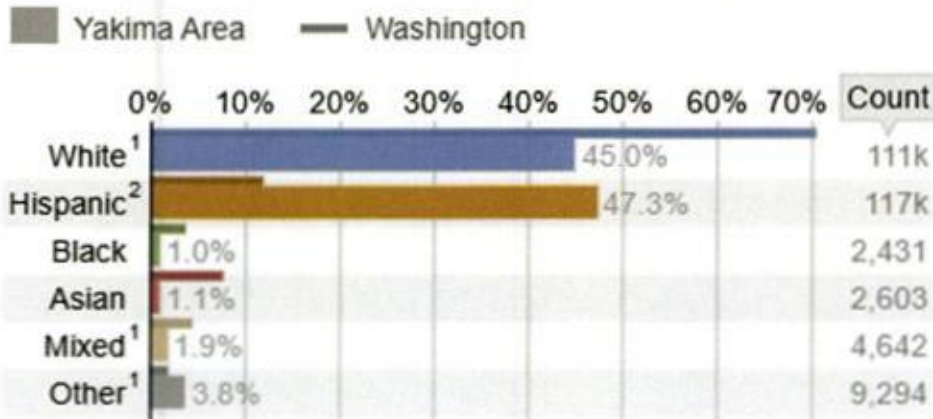


## Race and Ethnicity

#1

Percentage of the total population.

Scope: population of Washington and the Yakima Area



Count number of members in ethno-racial group

<sup>1</sup> non-Hispanic

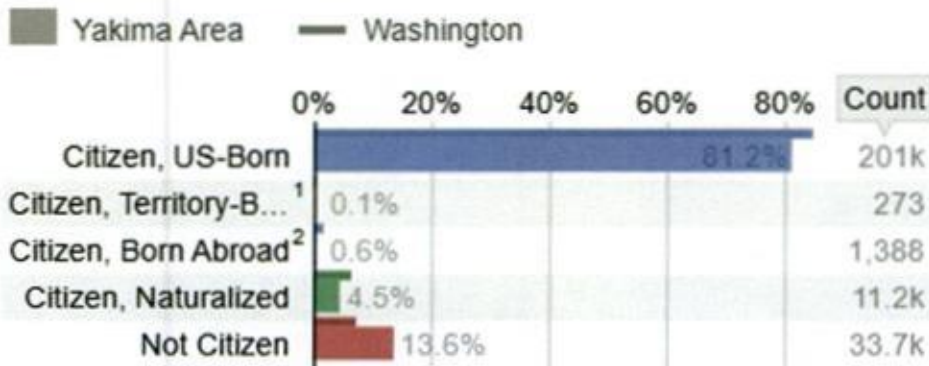
<sup>2</sup> excluding black and Asian Hispanics

## Citizenship and National Origin

#1

Percentage of the total population.

Scope: population of Washington and the Yakima Area



Count number of people in citizenship/nativity category

<sup>1</sup> Puerto Rico and US Island Areas

<sup>2</sup> to US citizen parent(s)



## C16001 | Language Spoken at Home for the Population 5 Years and Over

American Community Survey

Universe: Population 5 years and over

2023: ACS 5-Year Estimates Detail...



| Label                                         | Yakima County, Washington |                 |
|-----------------------------------------------|---------------------------|-----------------|
|                                               | Estimate                  | Margin of Error |
| ▼ Total:                                      | 237,783                   | ±122            |
| Speak only English                            | 136,399                   | ±2,185          |
| ▼ Spanish:                                    | 97,179                    | ±2,012          |
| Speak English "very well"                     | 58,646                    | ±1,972          |
| Speak English less than "very well"           | 38,533                    | ±1,657          |
| ▼ French, Haitian, or Cajun:                  | 248                       | ±121            |
| Speak English "very well"                     | 124                       | ±62             |
| Speak English less than "very well"           | 124                       | ±111            |
| ▼ German or other West Germanic languag...    | 467                       | ±191            |
| Speak English "very well"                     | 415                       | ±179            |
| Speak English less than "very well"           | 52                        | ±42             |
| ▼ Russian, Polish, or other Slavic languages: | 137                       | ±133            |
| Speak English "very well"                     | 101                       | ±88             |
| Speak English less than "very well"           | 36                        | ±68             |
| ▼ Other Indo-European languages:              | 453                       | ±193            |
| Speak English "very well"                     | 389                       | ±177            |
| Speak English less than "very well"           | 64                        | ±72             |
| ▼ Korean:                                     | 131                       | ±72             |
| Speak English "very well"                     | 105                       | ±64             |
| Speak English less than "very well"           | 26                        | ±32             |
| ▼ Chinese (incl. Mandarin, Cantonese):        | 208                       | ±116            |
| Speak English "very well"                     | 43                        | ±44             |
| Speak English less than "very well"           | 165                       | ±101            |
| ▼ Vietnamese:                                 | 256                       | ±163            |
| Speak English "very well"                     | 125                       | ±100            |
| Speak English less than "very well"           | 131                       | ±118            |
| ▼ Tagalog (incl. Filipino):                   | 330                       | ±114            |
| Speak English "very well"                     | 213                       | ±90             |
| Speak English less than "very well"           | 117                       | ±61             |

|                                             |       |      |
|---------------------------------------------|-------|------|
| ▼ Other Asian and Pacific Island languages: | 1,075 | ±395 |
| Speak English "very well"                   | 712   | ±249 |
| Speak English less than "very well"         | 363   | ±284 |
| ▼ Arabic:                                   | 191   | ±270 |
| Speak English "very well"                   | 191   | ±270 |
| Speak English less than "very well"         | 0     | ±31  |
| ▼ Other and unspecified languages:          | 709   | ±254 |
| Speak English "very well"                   | 610   | ±236 |
| Speak English less than "very well"         | 99    | ±87  |

### TOTAL POPULATION: 256,643

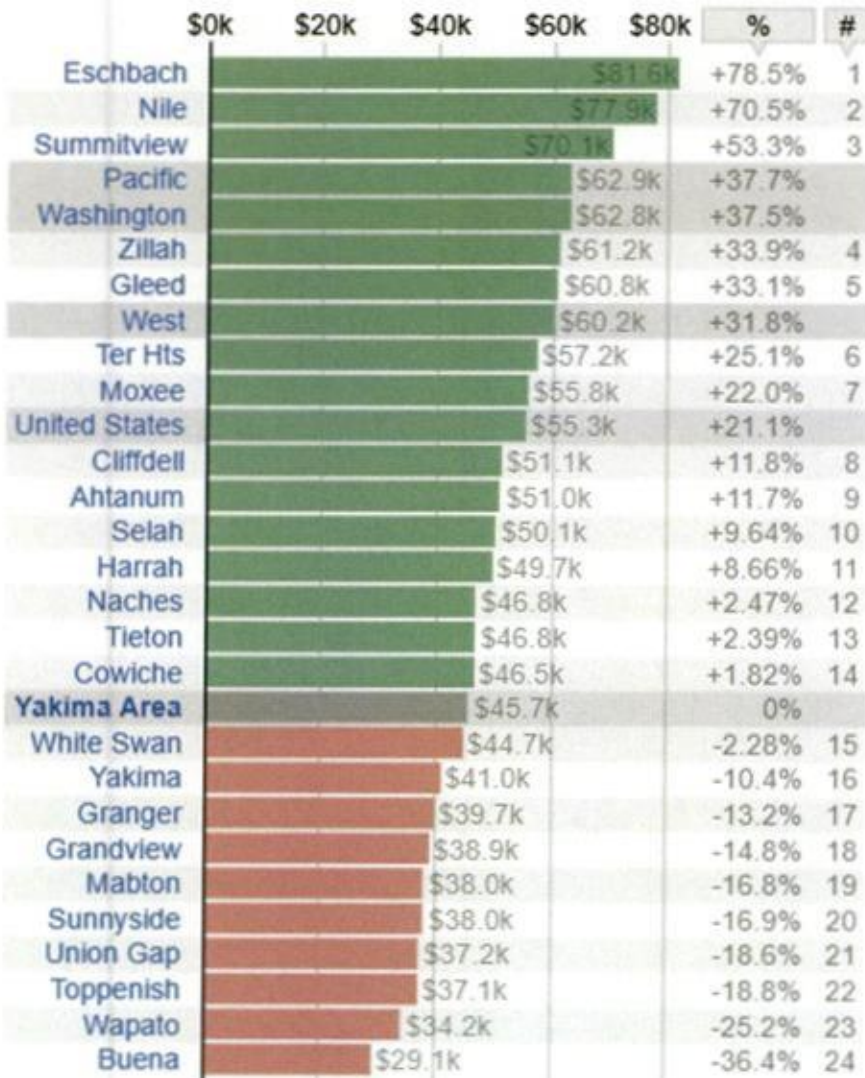
| <u>Race</u> | <u>No.</u> | <u>%</u> |
|-------------|------------|----------|
| White       | 115,489    | 45.0     |
| Hispanic    | 121,392    | 47.3     |
| Black       | 2,566      | 1.0      |
| Asian       | 2,823      | 1.1      |
| Mixed       | 4,976      | 1.9      |
| Other       | 9,496      | 3.7      |

- Percentage Female: 49.9%
- Median Age: 31.8 years old
- Percentage over 65: 12.75%
- Median Household Income: \$45,700
- LEP (Spanish): 16.21%
- LEP (French): 0.05%
- LEP (German): 0.03%

## Median Household Income by Place

#16

Scope: households in the Yakima Area, selected places in the Yakima Area, and entities that contain the Yakima Area



% percentage above or below median household income of the Yakima Area

# rank of place out of 24 by median household income



1. Briefly describe the number of LEP persons served and languages spoken in the service area.

It is estimated that about 150 Spanish speaking persons were served during the reporting period. As there are approximately 16% of Yakima County's population that only speak Spanish, the Yakima County Public Services and Yakima County Roads Departments each have an employee who is certified as a Spanish interpreter. Therefore, a Spanish interpreter attends public meetings and is available to assist people at the counter and on the phone.

2. Briefly describe the frequency of contact with LEP persons for services or projects (e.g., customer service interactions, public meetings, and contracts bidding and awarding).

The employees who provide the services as a Spanish interpreter did so between two and three hours each week.

3. Briefly describe the importance of the program, activity, or service to the lives of LEP persons.

Having employees that are available to provide Spanish interpreting services is very helpful to the Spanish speaking public of Yakima County, in that they are not required to bring an interpreter with them to speak with County employees.

4. Briefly describe current resources available for LEP persons and overall cost.

The cost of providing the Spanish interpreting services during this reporting period was approximately \$7,000.

4. Complaints: Provide a copy of the LPA's Title VI complaint log, including new Title VI complaints received during this reporting period and any still pending. Include the basis of the complaint (race, color, national origin) and describe the disposition (status/outcome).

There were no Title VI complaints received against the YCPS or County Roads Departments during the reporting period.

5. Planning: Describe the transportation planning activities performed this reporting period. Describe the actions taken to promote Title VI compliance regarding transportation planning, including monitoring and review processes, community involvement, their outcome or status. Include examples of community outreach.

This function falls under the Traffic & Transportation Section. Assigned staff are responsible for developing short and long-range plans that provide efficient transportation infrastructure and services, inter-agency coordination on regional projects, and developmental review, right-of-way, and design activities and assistance to the citizens of unincorporated Yakima County.

Yakima County actively participates in planning organizations such as:

- MPO/RTPO Organizations
- TRANS-Action (Urban Transportation Action Committee)
- DRYVE (Rural Transportation Action Committee)
- Special Needs Transportation Committees
- Public Transit Committees
- 2040 Yakima Valley Regional Transportation Plan Updates



YCPS has undertaken various local planning activities through the organizations noted above. As part of that effort, a public hearing on updating the County's Six-Year Transportation Improvement Program was held during the report period. No attendees required interpretation services, and no questions or comments were received that required language interpretation.

It is the policy of the YCPS Department to comply with 49 Code of Federal Regulations, Part 26, to ensure that Disadvantaged Businesses, including minorities and women, have an equal opportunity to receive and participated in federally assisted contracts. YCPS does not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate in connection with the award or performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. Efforts made to use minority and female consultants during the reporting period include the following outreach activities:

- **Disadvantaged Business Enterprise (DBE) Goals.** YCPS works cooperatively with WSDOT Highways and Local Programs to evaluate the need for DBE participation. All Yakima County federally assisted contracts are reviewed by WSDOT Highways and Local Programs for compliance with the above terms, and where consistent with the State DBE Participation Plan, contain requirements for DBE participation in the contract.
- **Consultant Selection Procedures.** Consultants are selected according to the procedures outlined in the RCW, and Local Agency Guidelines (LAG) Manual procedures for federally assisted projects. YCPS encourages all consultant firms that are registered in Washington State to conduct business and who possess the requisite professional license(s) to present their qualifications for highway design projects.
- **Public Pre-proposal Meetings.** Due to the limited scope of Yakima County projects, YCSP does not conduct pre-proposal meetings.

The County will continue to review all proposed projects for their potential to have a disproportionate impact on low-income and minority populations that are subject to additional considerations in accordance with applicable Title VI and Environmental Justice provisions.

During the reporting period, a public hearing was held in September 2025 for the purpose of the annual updates to the County's Six-Year Transportation Improvement Program for 2026-2031. The hearing was publicly advertised in accordance with legal requirements. In addition, information as posted on the Yakima County website pertaining to the hearing.

6. **Right-of-way actions:** Describe activities during this reporting period associated with the purchase, sale, lease/use, or transfer of real property (related to highway transportation/public right-of-way use). Include demographic information of affected populations. For example, the race, color, national origin of affected property/business owner(s)/tenant(s).

The property acquisition process performed by the YCPS Department follows the WSDOT Right of Way Manual and all applicable laws and regulations, including Title VI and Section



504. The acquisition process includes appraisal of property, negotiation of terms and conditions for acquisition, and relocation assistance, as well as property management.

Right of Way and Temporary Construction Easements (TCE) were acquired during the reporting period for the following transportation projects:

**N. Wenas Road – Shaw Road to Sheep Company Road**

Right of way was purchased from seven (7) white males and five (5) white females.

Temporary Construction Easements (TCE) were purchased from twelve (12) white males, eleven (11) white females and one (1) Hispanic female.

**North Fork Road Bridge #109**

Right of way was purchased from one (1) white male and two (2) white females.

A TCE was purchased from one (1) white female.

**Independence Road – Outlook Road to Fordyce Road**

Right of way was purchased from one (1) white males and three (3) white females.

TCEs were purchased from two (2) white males and four (4) white females.

7. Identify right-of-way appraisers and acquisition staff (used during this reporting period) by race, color, national origin.

The right of way appraisers and acquisition staff used to acquire right of way and TCEs during the reporting period consisted of five (5) white males and one (1) Hispanic female.

8. Studies and Plans: Were any transportation studies (including environmental reviews) conducted or transportation plans completed during this reporting period? Identify the data source(s) and provide data summary (Title VI/Environmental Justice Analysis) relative to ethnicity, race, languages spoken, neighborhoods, income levels, physical environments, and/or travel habits. Explain how data was used in these studies/reviews/plans.

The environmental assessment (EA) for phases 2 and 3 of the Cascade Mill Parkway project, which constructs a new roadway from northeast Yakima to the unincorporated community of Terrace Heights, was ongoing during the reporting period. The EA is being developed by an environmental consultant. Discipline reports completed to date include the environmental justice (EJ) memorandum, noise report, air quality report and biological assessment. Information for the EJ memo was obtained from EPA's EJScreen tool, the US Census Bureau and Office of Superintendent of Public Instruction (OSPI).

The proposed route for the Cascade Mill Parkway project was selected to limit environmental impacts to the people of Yakima and Terrace Heights while improving the mobility and congestion in the areas. Despite these best efforts, impacts are anticipated to affect residents living in the vicinity of project. Six relocations were required in Terrace Heights. Traffic noise on East 'H' Street will increase due to the conversion of East 'H' Street between North 1<sup>st</sup> Street and North 7<sup>th</sup> Street from a residential street to an arterial. The noise increase will impact people who live on East 'H' Street. Currently, East 'H' Street has no sidewalks or marked



bicycle facilities, so improvements will be made for non-motorized users who utilize East 'H' Street. All improvements to East 'H' Street will be made within the existing right of way.

9. **Project Location and Design:** Provide a list of construction projects that began during this reporting period. Using a map of the LPAs service area, identify project locations, and a brief description of the projects' benefits/burdens to affected populations. If possible, provide a map that overlays projects with the racial composition of affected neighborhoods.

The projects that began construction during the reporting period were: (1) 2025 Grind and Overlay; (2) W. Birchfield Improvement Project; (3) Keys Road Improvement Project; (4) East-West Corridor Demolition Project; and (5) Independence Road Demolition Project (See Figure 1).

The 2025 Grind and Overlay project was performed on Summitview Road from Rocky Top Road to Summitview Extension Road. The work consisted of grinding out two (2) inches of the existing asphalt and replacing it with four (4) inches of Hot Mix Asphalt, raising guardrail and updating guardrail terminals. Benefits include a smoother, safer ride. The only burden was delay during construction.

The W. Birchfield Road Improvement project consisted of widening a 500-foot-long stretch of W. Birchfield Road to a three-lane section with curb, gutter and sidewalk, stormwater treatment, street lighting and installing a water line and sanitary sewer line. Benefits include the ability to connect to water and sewer, better access and pedestrian facilities. The only burden was delay during construction, as traffic was limited to one-lane, two-way traffic during construction which was controlled by flaggers.

The Keys Road Improvement project consisted of widening a 1,000-foot-long section of Keys Road to a three-lane section, with curb, gutter and sidewalk, stormwater treatment system and street lighting. Benefits include safer rides and pedestrian facilities. The only burden was delay during construction, as traffic was detoured around the work area.

The East-West Corridor Demolition project consisted of demolishing a double-wide manufactured home that needed to be removed as part of the East-West Corridor project.

The Independence Road Demolition project consisted of removing an irrigation cistern that needed to be removed in order to construct the Independence Road, Phase 2 project.

10. **Other Public Meetings:** List other public meetings held during this reporting period. Identify efforts used to encourage citizen participation at those meetings. Detail dates, times, locations, attendance, and provide examples of outreach materials.

A public meeting was held at the County Shops on April 2, 2025 from 5:30 pm to 6:30 pm with the residences of N. 57 Street. The purpose of the meeting was to address complaints they have regarding vandalism, arson and other inappropriate activities that occur on N. 57<sup>th</sup> Street. Thirty-one people attended the meeting along with County Road staff and County Sheriff Department staff. Discussion mainly centered on their desire to have an electronic gate placed on N. 57<sup>th</sup> Street to deter these activities.



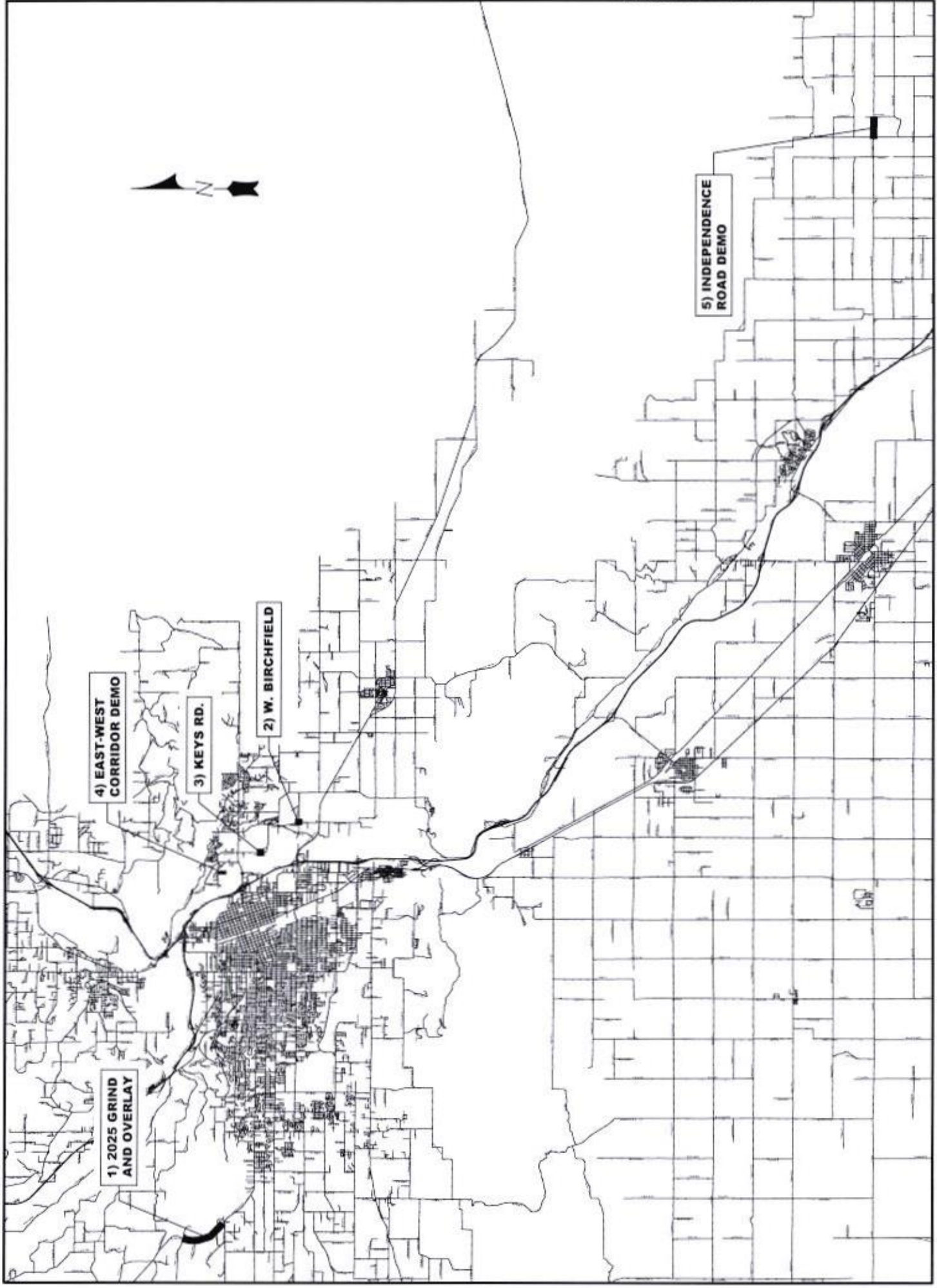


FIGURE 1: CONSTRUCTION PROJECTS STARTED FROM 10-1-24 TO 9-30-25

1. Identify members of the LPA's transportation planning and/or advisory groups by race, color, and national origin

The table below lists the staff gender and race of the Yakima County Roads Department by the respective program areas.

| Emphasis Area                     | Race           | Gender    |          |
|-----------------------------------|----------------|-----------|----------|
|                                   |                | Male      | Female   |
| <b>Design and Engineering</b>     | White          | 5         | 2        |
| Total Design and Engineering:     |                | <b>5</b>  | <b>2</b> |
|                                   |                |           |          |
| <b>Right of Way</b>               | White          | 3         |          |
|                                   | Hispanic       |           | 1        |
| Total Right of Way:               |                | <b>3</b>  | <b>1</b> |
|                                   |                |           |          |
| <b>Construction Services</b>      | White          | 8         | 1        |
|                                   | Black          | 1         |          |
|                                   | Middle Eastern | 1         |          |
| Total Construction Services:      |                | <b>10</b> | <b>1</b> |
|                                   |                |           |          |
| <b>Traffic and Transportation</b> | White          | 6         | 1        |
|                                   | Black          | 1         |          |
| Total Traffic and Transportation: |                | <b>7</b>  | <b>1</b> |
|                                   |                |           |          |
| <b>Road Maintenance</b>           | White          | 42        | 3        |
|                                   | Hispanic       | 8         |          |
| Total Road Maintenance:           |                | <b>50</b> | <b>3</b> |

**Table 2: County Roads Department Staff Race and Gender**

2. Specify methods used to collect demographic information from the transportation-related public meetings. (Self-identification surveys, notes by staff, etc.) Include summaries of Public Involvement Forms collected at each meeting, listing the demographics of those who attended by meeting.

The YCPS does not include self-identification surveys at the public meetings, other than a check-in sheet. The right-of-way staff who meet with the property owners affected by the projects make notes on the race and gender of the people they meet with.

3. List any language assistance services requested. For which languages? Who provided the service? In addition, list vital documents translated during the reporting period and identify the languages.



No language assistance services were requested at the S. 57<sup>th</sup> Street meeting.

11. Transportation-related Construction and Consultant Contracts (if applicable): Briefly describe the process used to advertise and award construction contracts during this reporting period. Include the process for negotiating contracts (e.g., consultants).

To advertise for bids, the County places an advertisement for bids in the local newspaper, the Yakima Herald Republic, and the Daily Journal of Commerce. The advertisement describes the scope of the project and the time that the bids are due. The following paragraph is included in the "Call for Bids:"

Yakima County, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Once the low bidder is determined, and it is determined that all the necessary documentation, including the bid bond, have been submitted, the project is awarded to the low bidder. After award, the Contractor has about two weeks to return the signed contract, along with a performance bond and proof of insurance. Once everything is in good order, the Contract is executed.

Consultants are selected according to the procedures outlined in the RCW, and Local Agency Guidelines (LAG) Manual procedures for federally aided projects. YCPS encourages all consulting firms registered in Washington State who possess the required professional license(s) to present their qualifications for the proposed project.

12. Describe the actions taken to promote construction contractor/consultant compliance with Title VI by construction contractors/consultants, including monitoring and review processes, and their outcomes/status (e.g. what Title VI language was included in contracts and agreements; were contractors and consultants reviewed to ensure compliance; what Title VI responsibilities are explained to contractors and consultants?)

The activities undertaken during the reporting period that provide for assurances of Title VI compliance by Contractors are as follows:

The following paragraph is included in all Yakima County contracts:

Yakima County, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 USC 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



All federally funded contracts administered by YCPS contain Title VI provisions (FHWA Form 1273)

Specifications defining Title VI requirements are included in the contract documents with a requirement that these provisions be included in all amendments, supplements and lower tier contracts entered into by the Contractor (contract documents also include GSP 1-07.11 language relating to the Requirements for Non-discrimination). Goals are established for the participation of Disadvantaged Business Enterprises, where applicable.

All YCPS contracts, including federally assisted contracts, contain non-discrimination provisions to ensure and heighten awareness that YCPS will not tolerate discriminatory practices.

All YCPS contracts contain the following Title VI Assurances:

#### **Title VI Assurances**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such

Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;



- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

YCPS uses WSDOT's Local Agency A&E Professional Services Cost-Plus Fixed Fee Consultant Agreement for all its consultant agreements. The General Requirements section of the agreement contains the following:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is



recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://wsdot.diversitycompliance.com) program. Payment information shall identify any DBE Participation.

13. List construction, right-of-way, and consultant contracts with your LPA/MPO/entity for this report period with dollar value of each. Identify funding sources (federal, state, local, other), and how many were awarded to certified disadvantaged contractors (as a prime contractor/consultant).

During the reporting period, YCPS had seven (7) construction contracts that are listed in Table 3.

| Project                               | Funding Source(s)           | Contractor                       | Contract Amount |
|---------------------------------------|-----------------------------|----------------------------------|-----------------|
| 2025 Grind and Overlay                | State (CAP) and Local Funds | Interstate Concrete and Asphalt  | 1,580,722.00    |
| W. Birchfield Improvement Project     | SIED Grant                  | Mass X Construction, LLC         | 831,166.54      |
| Keys Road Improvement Project         | SIED Grant                  | Mass X Construction, LLC         | 861,020.04      |
| East-West Corridor Demolition Project | Local Funds                 | Wakefield Excavation, LLC        | 108,540.00      |
| Independence Road Demolition Project  | Local Funds                 | Wakefield Excavation, LLC        | 18,900.00       |
| Buena WWTP Filter Bed Improvements    | State (DOE) and Local Funds | Pacific Civil and Infrastructure | 4,483,620.00    |
| Rambler's Reach, Phase 4              | State (DOE)                 | Swafford Excavation              | 1,091,458.94    |

**Table 3: YCPS Construction Projects**

During the reporting period, right-of-way consultants provided appraisals and relocation assistance on three projects listed in Table 4.

| Project                                       | Funding Source(s)                 | Consultant                         | Consultant Contract Amount |
|-----------------------------------------------|-----------------------------------|------------------------------------|----------------------------|
| N. Wenas Road - Shaw Rd. to Sheep Company Rd. | State Funds (RAP) and Local Funds | Pacific Appraisal Associates, PLLC | \$24,688.40                |
|                                               | State Funds (RAP) and Local Funds | Korn's Appraisal Service           | \$2,892.00                 |
| N. Fork Bridge Road #109                      | Local Funds                       | Pacific Appraisal Associates, PLLC | \$6,910.00                 |
| N. Fork Bridge Road #105                      | Local Funds                       | Pacific Appraisal Associates, PLLC | \$6,910.00                 |

**Table 4: YCPS Right-of-Way Consultants (Appraisal and Relocation Services)**

During the reporting period, engineering consultants provided preliminary engineering and design services for the eight projects listed in Table 5.

| Project                              | Funding Source(s) | Consultant              | Consultant Contract Amount |
|--------------------------------------|-------------------|-------------------------|----------------------------|
| Cascade Mill Parkway, Phases 2 and 3 | Local Funds       | Sargent Engineers       | 62,583.26                  |
|                                      | Local Funds       | Cowling and Company     | 37,903.68                  |
| N. Fork Road Bridge #105             | Federal (BRAC)    | Sargent Engineers       | 27,647.52                  |
| N. Fork Road Bridge #109             | Federal (BRAC)    | Sargent Engineers       | 66,197.47                  |
| Harrah Road Bridge #251              | Federal (BRAC)    | Coffman Engineers, Inc. | 106,823.74                 |
| Robbins Road Bridge #499             | Federal (BRAC)    | Coffman Engineers, Inc. | 85,823.40                  |
| Slayton Road Bridge #511             | Federal (BRAC)    | Coffman Engineers, Inc. | 78,731.68                  |
| Stevens Road Bridge #509             | Federal (BRAC)    | Coffman Engineers, Inc. | 60,643.42                  |
| Hwy 97 Rail Crossing Upgrade         | Federal (RAIL)    | KPFF                    | 97,163.56                  |

**Table 5: YCPS Design Consultants**

14. Education & Training: Describe actions taken to promote Title VI compliance through education and trainings, including monitoring and review processes, and their outcomes/status.

1. List Title VI training/webinars your Title VI Coordinator attended this reporting period. Include dates and entity that conducted the training.

One of the Title VI Specialists participated in the eLearning Title VI Basics for LPA's (May 2021) during the reporting period.

2. When was Title VI internal training provided to staff? Who conducted the training? What was the subject of the training? Provide the job titles and race/color/national origin of attendees.

There was no internal training provided to YCPS staff during the reporting period.

3. List other civil rights training conducted locally. Provide dates and a list of participants by job title and Title VI role, if applicable.

None.

15. Title VI Goals for Upcoming Year

What area(s) of Title VI does your agency plan to focus on in the upcoming year? Describe by particular program area what your agency hopes to accomplish. Include any significant problem areas to focus on and plans to address those.

It is anticipated that the Title VI Coordinator and other Title VI Specialists will do the eLearning training titled Title VI Basics for LPA's in 2026.

**SIGNED & DATED:**

**BOARD OF COUNTY COMMISSIONERS**

*Attest:*

\_\_\_\_\_  
LaDon Linde, Chair

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board *or*  
Erin Frankling, Deputy Clerk of the Board

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

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



**APPENDIX A**  
**COUNTY ROADS ORGANIZATIONAL CHART**



**APPENDIX B**

**YAKIMA COUNTY TITLE VI IMPLEMENTATION  
PLAN**



**Yakima County Public Services Department  
Federally Funded Transportation Program**

**TITLE VI IMPLEMENTATION PLAN**



**March 2007**

**Yakima County Commissioners**

Michael D. Leita - Chair  
Ronald F. Gamache - Commissioner  
J. Rand Elliott - Commissioner

**Public Services Director**

Vern M. Redfer, P.E.

**County Engineer**

Gary N. Ekstedt, P.E.

## BOARD OF YAKIMA COUNTY COMMISSIONERS

IN THE MATTER OF ADOPTION )  
OF THE YAKIMA COUNTY PUBLIC )  
SERVICES DEPARTMENT TITLE VI )  
IMPLEMENTATION PLAN FOR )  
FEDERALLY FUNDED PROJECTS )

Resolution No. 166-2007

WHEREAS, Yakima County receives Federal Transportation funding from the US Federal Highway Administration (FHWA) through the Washington State Department of Transportation (WSDOT) for use on Yakima County Road Improvement projects; and,

WHEREAS, as a prerequisite for receiving Federal Transportation funding Yakima County must have a plan in place to insure non-discrimination in the administration of federally funded projects as required by the following authorities: Title VI of the 1964 Civil rights Act, and 23 CFR 200.9 and 49 CFR 21; Title VI of the 1964 Civil Rights Act, 42 USC 2000d to 2000-4; Civil Rights Restoration Act of 1987 (PL 100259[S. 577] March 22, 1998); 42 USC 4601 to 4655 and 23 USC 109(h); 23 USC 324; US Department of Transportation Order 1050.2; Executive Order 12250; Executive Order 12898 and 28 CFR 50.2; and,

WHEREAS, the Yakima County Engineer has submitted a Title VI Implementation Plan to the WSDOT Office of Equal Opportunity that fulfills the requirements of applicable Federal Statutes, Regulations and Executive Orders and has received preliminary approval of said plan; and,

WHEREAS, Yakima County gives public notice that it is the policy of Yakima County to assure full compliance with Title VI of the 1964 Civil Rights Act and related Federal Statutes, Regulations and Executive Orders; now, therefore,

BE IT RESOLVED, that the Board of County Commissioners, Yakima County, Washington hereby adopts the Yakima County Department of Public Services Federally Funded Transportation Program Title VI Implementation Plan.

Done this 27<sup>th</sup> day of March, 2007.  
reso\title6

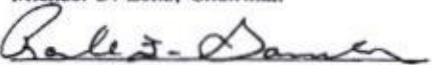


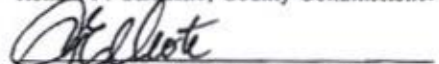
ATTEST:

  
Christina Steiner, Clerk of the Board

Excused

Michael D. Leita, Chairman

  
Ronald F. Gamache, County Commissioner

  
J. Rand Elliott, County Commissioner  
Constituting the Board of County Commissioners  
for Yakima County, Washington

## YAKIMA COUNTY POLICY STATEMENT

Yakima County assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Yakima County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event Yakima County distributes Federal aid funds to another entity, Yakima County will include Title VI language in all written agreements and will monitor for compliance.

Title VI compliance is a condition of receipt for Federal funds. Assurance of compliance, therefore, falls under the proper authority of the Board of County Commissioners pursuant to its budgetary authority and responsibility. The Agency Administrator and Title VI Coordinator are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of 23 Code of Federal Regulation (CFR) 200 and 49 CFR 21.

### BOARD OF YAKIMA COUNTY COMMISSIONERS

Excused

\_\_\_\_\_  
Michael D. Leita, Chair

\_\_\_\_\_  
Ronald F. Gamache, Commissioner

\_\_\_\_\_  
J. Rand Elliott, Commissioner

Attest: Christina S. Steiner

\_\_\_\_\_  
Clerk of the Board





## **I. AUTHORITIES**

### **Title VI Authorities**

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance.

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are Federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

### **Additional Authorities and Citations**

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28 CFR 50.3

## **II. ORGANIZATION, STAFFING and STRUCTURE**

### **Organizational Chart – Reporting Relationships**

**See Attachment 1**

### **Staffing and Structure**

#### **Public Services Director**

The Agency Administrator is authorized to ensure compliance with provisions of the Agency's policy of non-discrimination and with the law, including the requirements of 23 CFR Part 200 and 49 CFR Part 21. The Agency's grants compliance function and Title VI coordination shall be performed under the authority of the Agency Administrator.

#### **Title VI Coordinator**

The Board of Yakima County Commissioners has designated the County Engineer to perform the duties of the Title VI Coordinator and ensure implementation of the Agency's Title VI Federally Funded Transportation Program. The County Engineer has other duties and responsibilities in addition to Title VI. Although the County Engineer is responsible directly to the Board of County Commissioners, this position has a direct reporting relationship and access to the Public Services Director.

#### **Title VI Specialists**

Additionally, the Agency has designated Title VI Specialists (Specialists) in departmental special emphasis program areas. The Specialists, designated below, shall work in concert with the Title VI Coordinator. These key programs or department areas are subject to receiving Federal assistance through grants or other types of transportation related funding, or are responsible for implementing Agency directives and policies to ensure civil rights compliance and equal opportunity. The Specialists will work with the Coordinator to ensure their respective departments and programs comply with Title VI regulations and assurances, meet the objectives of the Title VI Plan, meet Federal and state reporting requirements, and provide adequate training opportunities for applicable staff.

Title VI Specialists will work with the Coordinator to ascertain Title VI compliance by contractors, subcontractors, consultants, suppliers and other sub-recipients under Federally funded projects or programs. Specialists will ensure applicable Title VI provisions and requirements are included in contractual agreements to prime contractors and sub-recipients. Specialists will work with the Coordinator to obtain statistical data on race, color, national origin, handicap/disability, and sex of participants in, and beneficiaries of Federally funded Yakima County transportation programs. Each of the Specialists will maintain data relative to their respective special emphasis program area, designated below. The Coordinator shall use the data to complete annual Title VI reports and for other administrative needs.

#### **Title VI Specialists and their Official Job Title:**

|                                              |                               |                    |
|----------------------------------------------|-------------------------------|--------------------|
| <b>Design &amp; Engineering</b>              | Engineering Services Manager  | Bill Maggard,      |
| <b>Right of Way Services</b>                 | Right of Way Services Manager | Mike Waits         |
| <b>Construction Services</b>                 | Construction Manager          | Rick Gregory       |
| <b>Traffic &amp; Transportation Services</b> | Traffic Engineer              | Kent McHenry       |
| <b>Road Maintenance</b>                      | Road Maintenance Manager      | Matt Pietrusiewicz |

### **III. TITLE VI PLAN IMPLEMENTATION and PROGRAM ADMINISTRATION**

#### **Title VI Coordinator's Responsibilities and Program Administration**

As authorized by the Board of Yakima County commissioners, the County Engineer is responsible for initiating, monitoring, and ensuring Yakima County's compliance with Title VI requirements as follows:

##### **A. Program Administration.**

Administer the Title VI program and coordinate implementation of the plan. Ensure compliance with the assurances, policy, and program objectives. Perform Title VI program reviews to assess administrative procedures, staffing, and resources; provide recommendations as required to the Agency Administrator and Director of OBIS.

##### **B. Complaints.**

Review written Title VI complaints that may be received by Yakima County Public Services Department following the adopted procedural guidelines. Ensure every effort is made to resolve complaints informally at the local or regional level.



C. Data Collection.

Review the statistical data gathering process performed by Title VI Specialists periodically to ensure sufficiency of data for meeting the requirements of Title VI program administration.

D. Environmental Impact Statements.

Ensure that available census data are included as a part of all Environmental Impact Statements/Assessments (EIS/EIA) conducted by the Yakima County Public Services Department for projects receiving Federal Highway Administration or other Federal assistance.

E. Training Programs.

Conduct or facilitate training programs on Title VI issues and regulations for Agency employees; and facilitate Title VI training for appropriate staff, contractors and sub-recipients. A summary of training conducted will be reported in the annual update.

F. Title VI Plan Update.

Review and update Yakima County Transportation Program, Title VI Plan as needed or required. Present updated plan to the Agency Administrator for approval; submit amended Plan to WSDOT.

G. Annual Accomplishment Report.

Prepare an annual report of Title VI accomplishments and changes to the program in the preceding Federal fiscal year; identify goals and objectives for the upcoming year as required; and submit as required by WSDOT Highways and Local Programs.

H. Public Dissemination.

Work with Agency staff to develop and disseminate Title VI program information to Yakima County Public Services employees and sub-recipients, including contractors, subcontractors, consultants, and sub-consultants and beneficiaries, as well as the general public. Public dissemination may include postings of official statements, inclusion of Title VI language in contracts or other agreements, website postings, and annual publication of the Agency's Title VI Policy Statement in newspaper(s) having a general circulation, and informational brochures. Ensure public service announcements or notices are posted of proposed projects, hearings, meetings, or formation of public advisory boards, in newspapers or other media reaching the affected community. Ensure the full utilization of available minority publications or media; and, where appropriate, provide written or verbal information in languages other than English.

I. Elimination of Discrimination.

Work with Yakima County Elected Officials, Department Heads and Managers to establish procedures for promptly resolving deficiencies, as needed. Recommend procedures to identify and eliminate discrimination that may be discovered in any Yakima County processes.

J. Maintain Legislative and Procedural Information.

Federal laws, rules and regulations, WSDOT guidelines, the current Yakima County Public Services Department Title VI Plan, Annual Accomplishment Reports, and other resource information pertaining to the implementation and administration of the Public Services Department Title VI program will be maintained and updated by the County Engineer. Information will be made available to other Yakima County departments or the public as requested or required.



mediation meeting(s) between the affected parties and a designated mediator may be utilized for resolution.

**B. Procedures**

1. Any individual, group of individuals, or entity that believes they have been subjected to discrimination prohibited by nondiscrimination requirements may file a written complaint with the Yakima County Public Services Director. A formal complaint must be filed within 180 calendar days of the alleged occurrence. The Agency will not officially act or respond to complaints made verbally.
2. Upon receiving the written complaint, the Public Services Director will determine its jurisdiction, acceptability, need for additional information, and the investigative merit of the complaint. In some situations, the Agency may request the Washington State Department of Transportation (WSDOT) Office of Equal Opportunity conduct the investigation. In the event WSDOT handles the investigation, they will follow their adopted procedures for investigating discrimination complaints, per their current State Title VI Plan.
3. If the complaint is against a sub-recipient, consultant, or contractor, under contract with Yakima County the appropriate division and/or agency shall be notified of the complaint, within fifteen (15) calendar days.
4. Once the Public Services Director decides on a course of action, the complainant and the respondent will be notified in writing of such determination within five (5) calendar days. The complaint will be logged into the records of the County Engineer, and the basis for the allegation identified including race, color, national origin, handicap/disability, age or sex.
5. In cases where the Public Services Director assumes investigation of the complaint, the Director will provide the respondent with the opportunity to respond to the allegations in writing. The respondent will have ten (10) calendar days upon receipt, to furnish the Agency with his/her response to the allegations.
6. Within sixty (60) days of receipt of the complaint, the County Engineer or WSDOT investigator will prepare a written investigative report for Public Services Director. The report shall include a narrative description of the incident, identification of persons interviewed, findings and recommendations for disposition.
7. The recommendation shall be reviewed by the Prosecuting Attorney's office. The Prosecuting Attorney may discuss the report and recommendations with the County Engineer and other appropriate departmental staff. The report will be modified as needed and made final for its release to the parties.
8. Once the investigative report becomes final, briefings will be scheduled with each party within fifteen (15) days. Both the complainant and the respondent shall receive a copy of the investigative report during the briefings and will be notified of their respective appeal rights.
9. A copy of the complaint and County Engineer's investigative report will be provided to WSDOT's External Civil Rights Branch within sixty (60) calendar days of the receipt of the complaint.

10. If the complainant or respondent is not satisfied with the results of the investigation of the alleged discriminatory practice(s) he or she shall be advised of their rights to appeal the agency's decision to WSDOT, U.S. Department of Transportation or U.S. Department of Justice. The complainant has 180 calendar days after the appropriate agency's final resolution to appeal to USDOT. Unless new facts not previously considered come to light, reconsideration of the final determination by the investigating agency will not be available.

11. An annual Log of Complaints must be maintained by each agency. The Log of Complaints must contain the following information for each complaint filed:

- The name and address of the person filing the complaint
- The date of the complaint
- The basis of the complaint
- The disposition of the complaint
- The status of the complaint

Only qualified, well-trained investigators should conduct these investigations. No agency is allowed to investigate a complaint against itself.

## **VI. SUB-RECIPIENT REVIEW AND REMEDIAL ACTION PROCEDURES**

### **A. Title VI Review of Federal-Aid Highway Funds Sub-recipients.**

Public Services Title VI Specialists and the County Engineer will assist WSDOT to periodically conduct Title VI compliance reviews. The County Engineer will review select recipients of Federal-aid highway or other Federal funds, to ensure adherence to Title VI requirements. Appropriate staff will periodically confirm operational guidelines provided to consultants, contractors, and sub-recipients, including Title VI language, provisions, and related requirements, as applicable.

### **B. Post-Grant Reviews.**

The County Engineer will collaborate with WSDOT - H&LP staff to conduct periodic post-grant reviews of select recipients of Federal highway funds or other Federal funds, for roads, sidewalks, bridges, municipal construction, etc. to ensure adherence to Title VI requirements. Appropriate staff will periodically confirm that operational guidelines provided to consultants, contractors and sub-recipients include Title VI language and provisions and related requirements, where applicable.

### **C. Remedial Action.**

When irregularities occur in the administration of Federal-aid highway programs at either the County or sub-recipient levels, corrective action will be taken to resolve identified Title VI issues. Yakima County will seek the cooperation of the consultant, contractor or other sub-recipient in correcting deficiencies found during periodic reviews. Yakima County will provide technical assistance and guidance, upon request, to support voluntarily compliance by the sub-recipient. When conducting Title VI compliance reviews, the Agency will reduce to writing any recommended remedial action agreed upon by the Agency and sub-recipient, and provide a copy of the letter within a period not to exceed forty five (45) days.

Sub-recipients placed in a deficiency status will be given a reasonable time, not to exceed ninety (90) days after receipt of the deficiency letter, to voluntarily correct deficiencies. When a sub-recipient fails or refuses to voluntarily comply with requirements within the allotted time frame, Yakima County will



submit to WSDOT and FHWA copies of the case file and a recommendation that the sub-recipient be found in noncompliance.

A follow-up review will be conducted within 180 days of the initial review to ascertain if the sub-recipient has complied with the Title VI Program requirements in correcting deficiencies previously identified. If the sub-recipient refuses to comply, Yakima County and WSDOT may, with FHWA's concurrence, initiate sanctions per 49 CFR 21.

## **VII. TITLE VI IMPLEMENTATION ACTIVITIES IN SPECIAL EMPHASIS AREAS**

### **A. Planning & Location Activities**

1. Planning Process. The County Engineer has responsibility for providing long-range planning, program development, and capital programming necessary to provide efficient transportation services to Yakima County citizens. The County Engineer annually updates and coordinates Yakima County's six-year plan for transportation improvement programs and projects. The update also informs other jurisdictions of the current planning direction for transportation needs. Projects included in the update are the result of evaluation and prioritization of needs in various transportation areas. The evaluation process includes input from various divisions in the department, cities, local jurisdictions and organizations, citizen groups, and private individuals. All six-year plans must be consistent with the adopted Comprehensive Plan approved under the State's Growth Management Act.

#### **2. Authorities.**

Yakima County Code; 23 CFR 450; RCW 35.77; RCW 36; RCW 47.06 Statewide Transportation Planning; RCW 47.80 Regional Transportation Planning Organization (RTPO)

#### **3. Public Involvement in Planning Activities & Title VI**

a) Invite participation of a cross section of the populace from social, economic, and ethnic groups in the planning process by disseminating written program information to minority media and ethnic organizations, and providing public service announcements for all local media, when forming citizen advisory committees or planning board, and requesting involvement.

b) Public Services Department staff will obtain demographic statistics at applicable community meetings and public hearings involving transportation planning sessions. Data will be gathered through use of a voluntary self-reporting form which includes race, gender, and national origin. Copies of the completed forms will be provided to Title VI Coordinator after each meeting.

c) To ensure access to public meetings, evening meetings will be conducted in a variety of community buildings throughout the Agency, including those along transit routes, ensure translation services are available if anticipated, and ensure public meetings are held in predominantly minority communities when transportation projects will specifically impact those communities.

### **B. Consultant Contracts Activities**

1. Consultant Contracts Administration. The County Engineer is responsible for recommending consultant firms to the County Commissioners for final selection, negotiation and award. The Engineering Services Manager administers awarded consultant contracts.

#### **2. Authorities.**

Yakima County Resolution 45-1983; WSDOT Local Agency Guidelines; 48 CFR 31; 23 CFR 172



### 3. Consultant Selection Process.

Engineering Services staff will request qualifications from consulting engineering firms specializing in various aspects of civil engineering which may relate to public works projects and the development of construction plans and special provisions for roads and bridges, design work associated with structures, performing environmental studies or preparing NEPA or SEPA documents for public works projects. Consultant selection from the certified list maintained by the Engineering Services Division adheres to Washington State regulations (RCWs) and is consistent with Yakima County vendor policies.

### 4. Title VI Assurances and Provisions

a) Include applicable Disadvantaged Business Enterprise (DBE) goals in designated projects, and seek to proactively achieve the goal(s).

b) Include Title VI assurance and provision language in all Federally funded consultant contracts. Periodically review documents and language to ensure compliance with current laws and regulations. Provide a copy of the form of the contract to the Coordinator, and any amendments or updates that may occur over time.

c) Staff will maintain updated demographic data on the utilization of women-and minority- owned consulting firms. As they occur, a copy of the award letter will be provided to the Coordinator for use in preparing the Annual Update Accomplishment Report.

### C. Design & Engineering / Environmental Activities

1. The Engineering Services Division is responsible for the Capital Improvement Program (CIP) and environmental permitting for projects. Studies are performed to assess various environmental factors as they relate to the implementation of the Agency's Annual Road Program, including evaluating demographic data.

### 2. Authorities.

Local Agency Guidelines - WSDOT- M36-63; Standard Plans For Road, Bridge and Municipal Construction-WSDOT; APWA - M21-01; Title 23, USC 109(d), 14(a), 217, 315 and 402(a); 23 CFR 1204.4; 23 CFR 771; EO 12898; 49 CFR 1.48(b)(33) and 1.48(c)(2); National Environmental Policy Act of 1969, 42 USC 4321; 40 CFR Part 1500; 49 CFR Part 622; WSDOT EPM M31-1; EO 12898

### 3. Design /Environmental Review Process and Title VI

a) Depending on the scope, complexity, and impacts of a project, a National Environmental Policy Act (NEPA), NEPA Categorical Exclusion, NEPA Environmental Assessment, State Environmental Policy Act (SEPA) checklist, SEPA Determination of Non Significance, or NEPA and/or SEPA Environmental Impact Statement will be completed.

b) Monitor compliance with Title VI requirements in all aspects of conducting Environmental Impact Statements or Assessments. Provide a comprehensive summary of the demographic and environmental data elements to be considered by the EIS/EIA process to the Coordinator; including updated summary lists as applicable. Incorporate into the review process, adequate time for the Coordinator to review and comment, as applicable, on the draft EIS/EIA to ensure there are no violations of the Federal Civil Rights Act, as amended, as a result of the Agency's Federal-aid highway activities.

c) In order to ensure dissemination of information and foster participation from affected populations, the Public Services Department staff will place public notices in applicable general and minority media; select accessible locations and times for public hearings or meetings, and arrange for translation services as needed; particularly in projects impacting predominantly minority communities. Ensure the public has



information pertaining to their rights to call or write the department to view plans and discuss environmental problems.

d) Public Services Department staff will obtain demographic data at community meetings and public hearings pertaining to the transportation design phase. Data will be gathered through use of a voluntary sign-up form which includes race, gender, and national origin. Copies of the voluntary self-reporting forms will be provided to the Coordinator after each meeting.

e) Public Services Department staff shall provide a copy of the Annual Construction Report to the Title VI Coordinator in or around April of each year. The Coordinator shall work with the Agency GIS Department to generate a map of the Federally funded transportation projects to include demographic data of the neighborhoods effected by the projects.

#### D. Right-of-way Activities

##### 1. Right of Way Services.

The Right of Way Services Division manages and coordinates the appraisal and acquisition of real property and relocation assistance services for public works projects. The right of way acquisition process entails appraisal of property, negotiation of terms and conditions for acquisition, and assistance in the relocation of displaced individuals, businesses, farm operations, nonprofit organizations, and property management.

##### 2. Authorities.

Right of Way Manual; 23 CFR 130; 49 CFR 24; RCW Chapter 47; WAC 468.100

##### 3. Right-of-way Activities and Title VI

a) Ensure equal opportunity in all aspects of procuring real estate service contracting and appraisal agreements. Follow adopted Agency vendor procurement policies in the acquisition of contracted services.

b) Utilize current OMWBE directories identifying fee appraiser organizations and the Washington State Department of Transportation's list of certified fee appraisers when seeking services. Maintain data on awards to minority and female appraisers, and provide data to the Title VI Coordinator on a quarterly basis.

c) Follow the guidelines in the Right of Way Manual for property acquisition as well as applicable laws and regulations, including Title VI and Section 504.

d) Adhere to departmental policy of apprising affected property owners, tenants, and others involved in right-of-way acquisition of their rights and options regarding negotiation, relocation, condemnation and other aspects of the acquisition process. Provide copies of relocation assistance literature produced by WSDOT and a copy of the Public Services Department Title VI Compliance brochure to all affected parties.

e) Incorporate Title VI language and assurance statements in all surveys of property owners and tenants after the conclusion of all business. Coordinate the preparation of deeds, permits and leases to ensure the inclusion of the appropriate clauses, including Title VI Assurances.

f) Ensure that appraised values and communications associated with the appraisal and negotiation operations result in equitable treatment.

g) Ensure comparable replacement dwellings are available and assistance is given to all displaced persons and entities by the property acquisition process.

h) Maintain statistical data including race, color, national origin, and sex on all relocatees affected by Federally funded projects, and provide detailed demographic data quarterly to the Title VI Coordinator.

E. Construction and Maintenance Activities

1. Construction Management Division.

The Construction Management Section is responsible for administration of all new construction contracts and inspecting bridges. The Construction Management section is responsible for oversight and the administration of transportation construction projects, as set forth by policy decisions and supervision of the County Engineer.

2. Authorities.

Construction Manual M41-01; Maintenance Manual M51-01; Local Agency Guidelines; Standard Specifications for Road, Bridge, and Municipal Construction

3. Maintenance.

The Road Maintenance Division is responsible for the efficient program for maintaining Yakima County roads and bridges by economically utilizing the resources of contractors, equipment, and materials.

4. Authorities.

Maintenance Manual M 51-01; Construction Manual M 41-01; Standard Specifications for Road, Bridge and Municipal Construction Section (M 41-10); Yakima County Road Standards

5. Construction and Maintenance Activities and Title VI

a) Review all Federally funded projects for application of DBE goals. As appropriate, include DBE provisions in those projects with designated goals. Include Title VI language in bid announcements and applicable construction documents, as stipulated in the Agency's Title VI Policy Statement and Assurances herein.

b) Award construction contracts on the basis of lowest responsive bidder, as well as meeting DBE requirements. Include Title VI language in prime contract award letters to encourage utilization of DBE subcontracts and vendors.

c) Ensure that prime contractors with DBE requirements award contracted work to qualified DBEs which perform commercially useful functions.

d) Monitor all maintenance and construction operations to ensure nondiscrimination throughout all operations.

e) Coordinate the gathering of maintenance and construction information regarding DBE participation for the Annual Title VI Report; and provide to the Coordinator.



**EXHIBIT 1 – YAKIMA COUNTY TITLE VI NOTICE TO THE PUBLIC**

Yakima County hereby gives public notice that it is the County's policy to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. Title VI requires that no person shall, on the grounds of race, color, sex, or national origin be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Federal Aid Highway program or other activity for which Yakima County receives Federal financial assistance.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI has a right to file a formal complaint with Yakima County. Any such complaint must be in writing and filed with the Yakima County Public Services Title VI Coordinator within one hundred, eighty (180) days following the date of the alleged discriminatory occurrence. Title VI Discrimination Complaint Forms may be obtained from the Yakima County Public Services Department at no cost to the complainant by calling (509) 574-2300.

## **EXHIBIT 2 – YAKIMA COUNTY TITLE VI ASSURANCES**

Yakima County, Washington, (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d--42 USC 2000d--4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance through the Washington State Department of Transportation, including the U.S. Department of Transportation and Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program, and in adapted form in all proposals for negotiated agreements:

Yakima County in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d--42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix 1 of this Assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix 2 of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.



6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over or under such property.

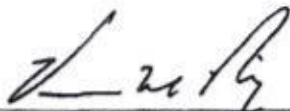
7. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, or is in the form of, personal property, or real property or interest therein or structures or improvements there on, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom s/he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the U.S. Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person whose signature appears below is authorized to sign this Assurance on behalf of the Recipient.



Vern M. Redifer, P.E. - Director  
Yakima County Public Services Department

3/27/2007  
Date



**EXHIBIT 2A – TITLE VI ASSURANCES FOR CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AND MANUFACTURERS**

Yakima County will insert or add the following clauses into every contract subject to the Act and Regulations associated with the receipt of Federal financial assistance:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1. Compliance with Regulations.**

The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**2. Nondiscrimination.**

The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**3. Solicitations for Subcontracts, including Procurement of Materials and Equipment.**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

**4. Information and Reports.**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Yakima County or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Yakima County, or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance.**

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Yakima County and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a) Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as Yakima County or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Yakima County enter into such litigation to protect the interests of the County and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



## **EXHIBIT 2B - GRANTING AND HABENDUM CLAUSES**

*When Yakima County is the recipient of real property, structures or improvements thereon, or interest therein from the United States, the following clauses shall be included in any and all deeds affecting or recording the transfer of property:*

### **GRANTING CLAUSE**

NOW, THEREFORE, Yakima County, as authorized by law, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252:42 USC 2000d to 2000d--4) does hereby remise, release, quitclaim, and convey unto Yakima County all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### **HABENDUM CLAUSE**

TO HAVE AND TO HOLD said lands and interests therein unto Yakima County, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Yakima County, its successors, and assigns.

Yakima County, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,) (and)1 (2) that Yakima County, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of Federally assisted programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the Agency shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.



## **EXHIBIT2C - LEASE/DEED PROVISIONS**

Upon receipt of Federal financial assistance to construct a facility or part of a facility, the Recipient agrees to include these clauses in all future deeds, licenses, leases, permits, or similar instruments entered into by Yakima County pursuant to the provisions of Title VI Assurances, item 7:

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a US Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

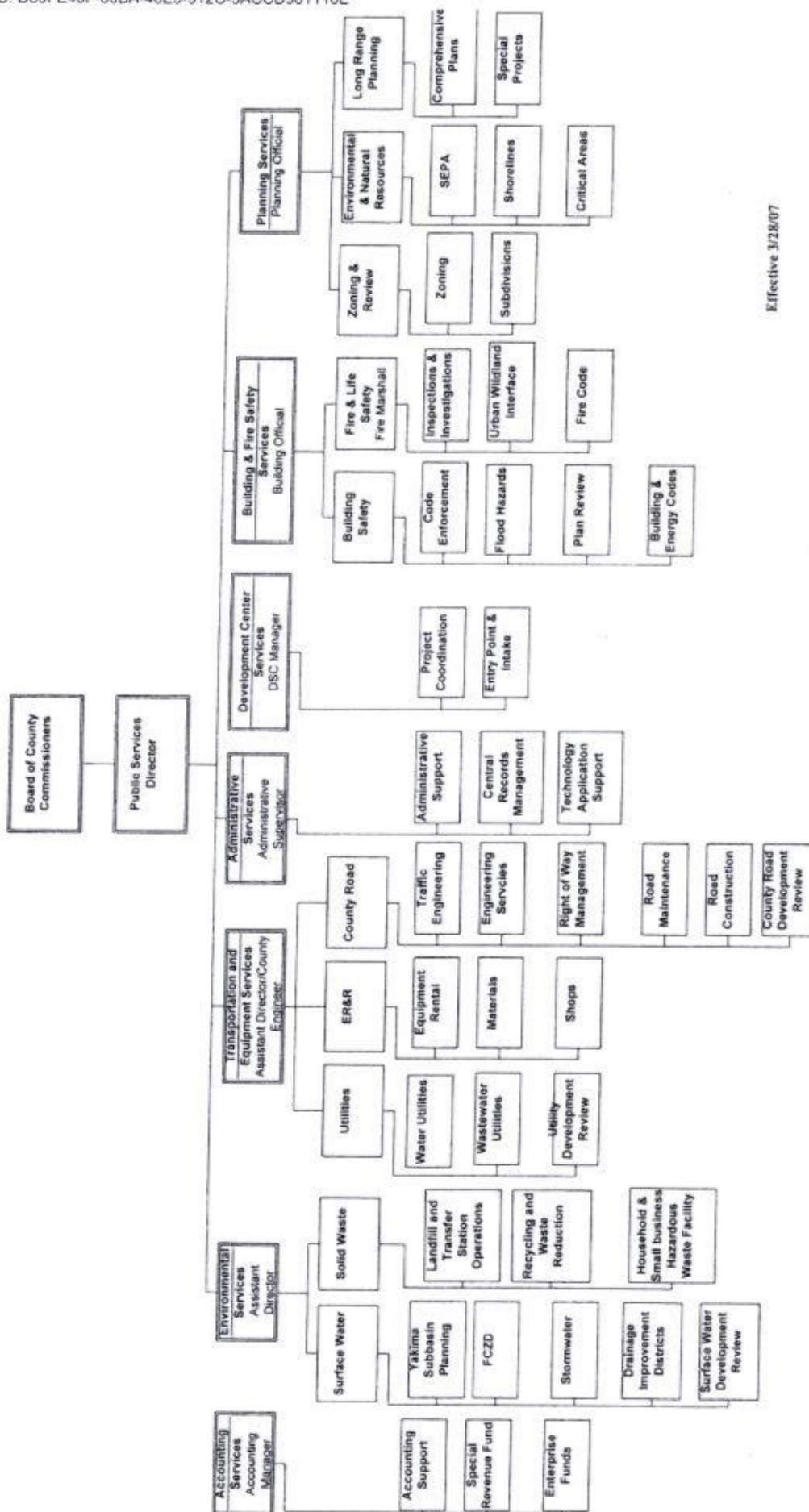
That in the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

*The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Yakima County pursuant to the provisions of Title VI Assurances, item 7.*

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, the Agency shall have the right to terminate the lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

ATTACHMENT I

# YAKIMA COUNTY PUBLIC SERVICES DEPARTMENT



Effective 3/28/07

## YAKIMA COUNTY POLICY STATEMENT

Yakima County assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Yakima County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event Yakima County distributes Federal aid funds to another entity, Yakima County will include Title VI language in all written agreements and will monitor for compliance.

Title VI compliance is a condition of receipt for Federal funds. Assurance of compliance, therefore, falls under the proper authority of the Board of County Commissioners pursuant to its budgetary authority and responsibility. The Agency Administrator and Title VI Coordinator are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of 23 Code of Federal Regulation (CFR) 200 and 49 CFR 21.

### BOARD OF YAKIMA COUNTY COMMISSIONERS

DATED: MAR 29 2022

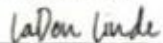
Attest

DocuSigned by  
  
Julie Lawrence, Clerk of the Board

DS



DocuSigned by  
  
Amanda McKinney, Chair

DocuSigned by  
  
LaDon Linde, Commissioner

DocuSigned by  
  
Ron Anderson, Commissioner



## YAKIMA COUNTY POLICY STATEMENT

Yakima County assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Yakima County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

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### BOARD OF YAKIMA COUNTY COMMISSIONERS

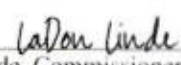
DATED: MAR 11 2025

Attest:

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



  
\_\_\_\_\_  
Kyle Curtis, Chair

  
\_\_\_\_\_  
LaDon Linde, Commissioner

  
\_\_\_\_\_  
Amanda McKinney, Commissioner  
Constituting the Board of County Commissioners  
for Yakima County, Washington

**The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination  
Assurances**

**DOT Order No. 1050.2A**

The County of Yakima (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through Washington State Department of Transportation (WSDOT), is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the Washington State Department of Transportation."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard



to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The County of Yakima, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:



- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, Yakima County also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **Washington State Department of Transportation** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **Washington State Department of Transportation**. You must keep records, reports, and submit the material for review upon request to **Washington State Department of Transportation**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Yakima County gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Administration. This ASSURANCE is binding on Washington State Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Yakima County  
(Name of Recipient)

by   
(Signature of Authorized Official)

DATED 1/8/26

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,



unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## **APPENDIX B**

### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the County of Yakima will accept title to the lands and maintain the project constructed thereon in accordance with Title 23, United States Code, the Regulations for the Administration of Washington State Department of Transportation, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the County of Yakima all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto Yakima County and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the County of Yakima, its successors and assigns.

The County of Yakima, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the County of Yakima will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the County of Yakima pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Yakima County will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the County of Yakima will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the County of Yakima and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Yakima County pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Yakima County will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Yakima County will there upon revert to and vest in and become the absolute property of Yakima County and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

# 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:

01/27/2026

Presenting:

Judy Kendall

Document Title:

IN THE MATTER OF ADDITIONS/DELETIONS TO BUDGETED POSITION IN DEPT. 070-HUMAN RESOURCES;  
DEPT. 220 - SHERIFF'S OFFICE, FUND 502, TECHNOLOGY SERVICES; FUND 508 - WORKERS COMP

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 County Commissioners Record Assigned

#

029-2026

APPROVED FOR AGENDA:

☐ Consent

☐ Regular

Board of County Commissioners Determined



# BOARD OF YAKIMA COUNTY COMMISSIONERS

## RESOLUTION

**IN THE MATTER OF ADDITIONS/DELETIONS  
TO BUDGETED POSITIONS DEPARTMENT 070,  
HUMAN RESOURCES; DEPARTMENT 220,  
SHERIFF'S OFFICE; FUND 502, TECHNOLOGY  
SERVICES; FUND 508, WORKERS  
COMPENSATION;**

**029-2026**

**WHEREAS**, the Board of Yakima County Commissioners has approved the request to Establish Position No. 070-14, Senior Manager II (D64), in Department 070, Human Resources; Change Position No. 220-144, Program Coordinator II (C41), from .5 FTE to .75 FTE, Establish Position No. 220-150, Program Representative I (B23), in Dept. 220, Sheriff's Office; Eliminate Position No. 502-16, Office Coordinator (B23), in Fund 502, Technology Services; Eliminate Position No. 508-02, Senior Manager II (D64) in Fund 508, Workers Compensation; , 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  |
|----------------------|---------|---------------------------|-------|----------------------------|--------|
| 070 HR               | 070-14  | New                       | New   | Senior Manager II          | D64    |
| 220 Sheriff's Office | 220-14  | Program Coordinator .5FTE | C41   | Program Coordinator .75FTE | C41    |
| 220 Sheriff's Office | 220-150 | New                       | New   | Program Representative I   | B23    |
| 502 Tech Services    | 502-16  | Office Coordinator        | B23   | Delete                     | Delete |
| 508 Workers Comp     | 508-02  | Senior Manager II         | D64   | Delete                     | Delete |

**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 27<sup>th</sup> day of January 2026

*Attest:*

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

\_\_\_\_\_  
LaDon Linde, Chair

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

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





# BOARD OF YAKIMA COUNTY COMMISSIONERS

## Agenda Request Form (ARF)

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

**Prepared by:** Sandy Kobes  
**Department:** Human Services Department  
**Requested Agenda Date:** JAN 27 2026  
**Presenting:** Esther Magasis/Lance Larsen

*Board of County Commissioners Record Assigned*

# BOCC Agreement  
**008-2026**  
 Yakima County, WA

### Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☒ EXECUTE or AMEND

☐ PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

☐ ISSUE PROCLAMATION

☐ OTHER \_\_\_\_\_

### Document Title:

Yakima County Department of Assigned Counsel Mental Health Sales Tax 2026  
 (YC-DAC-MHST-2026)

### Background Information:

This contract is between Yakima County Human Services and Yakima County Department of Assigned Counsel as part of the allocation of funds from the Mental Health Sales Tax. This contract grants Yakima County Department of Assigned Counsel \$118,790 to provide funding for defense services for Yakima County therapeutic court participants from January 1, 2026, to December 31, 2026.

### Describe Fiscal Impact:

\$118,790 for Therapeutic Court Services

### Summary & Recommendation:

Recommend to approve.

Signed by:

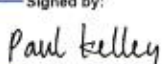
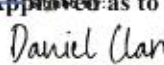
Department Head/Elected Official Signature

88958D4A6B72420

Initial

Corporate Counsel Initial (for Agreements Only)

## HUMAN SERVICES CONTRACT FACE SHEET

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                            |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                         | CONTRACT NUMBER: <b>YC-DAC-MHST-2026</b>                                                                                                                                                                                                                                   |  |
| 1. NAME/ADDRESS:<br><b>Yakima County Assigned Counsel</b><br>104 North 1 <sup>st</sup> Street<br>Yakima, WA 98901<br>(509) 574-1160                                                                                                                                                                                                                                                                                                                                                            | 2. ORIGINAL CONTRACT AMOUNT:<br><b>\$118,790</b>                                                                                                                                                                                                        | 5. PREVIOUS CONTRACT AMOUNT:                                                                                                                                                                                                                                               |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 3. CASH MATCH REQUIREMENT:                                                                                                                                                                                                                              | 6. MODIFICATION AMOUNT:                                                                                                                                                                                                                                                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 4. TOTAL CONTRACT AMOUNT:<br><b>\$118,790</b>                                                                                                                                                                                                           | 7. NEW TOTAL CONTRACT AMOUNT:                                                                                                                                                                                                                                              |  |
| 8. CONTACT:<br><b>Paul Kelley Director</b><br>104 North 1 <sup>st</sup> Street<br>Yakima, WA 98901<br>(509) 574-1169<br><a href="mailto:Paul.kelley@co.yakima.wa.us">Paul.kelley@co.yakima.wa.us</a>                                                                                                                                                                                                                                                                                           | 9. COUNTY PROGRAM CONTACT:<br><b>Yakima County Human Services</b><br>Melissa Holm, Manager<br>223 N 1 <sup>st</sup> Street<br>Yakima, WA 98901-2639<br>(509) 856-5005<br><a href="mailto:Melissa.Holm@co.yakima.wa.us">Melissa.Holm@co.yakima.wa.us</a> | 10. COUNTY FISCAL CONTACT:<br><b>Yakima County Human Services</b><br>Sandy Kobes, Accountant III<br>223 N 1 <sup>st</sup> Street<br>Yakima, WA 98901-2639<br>(509) 574-1367<br><a href="mailto:Sandy.Kobes@co.yakima.wa.us">Sandy.Kobes@co.yakima.wa.us</a>                |  |
| 11. CONTRACT START DATE:<br><b>January 1, 2026</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                         | 12. CONTRACT END DATE:<br><b>December 31, 2026</b>                                                                                                                                                                                                                         |  |
| 13. FUNDING AUTHORITY:<br><b>Yakima County – Mental Health Sales Tax</b>                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                            |  |
| 14. CFDA NUMBER(s):<br><b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                         | 15. CFDA TITLE(S):<br><b>N/A</b>                                                                                                                                                                                                                                           |  |
| 16. PURPOSE:<br><b>Therapeutic Court – Defense Services</b>                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                            |  |
| <b>EXHIBITS:</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference:<br><input checked="" type="checkbox"/> Exhibits (specify): <b>EXHIBIT A – Special Terms &amp; Performance Measures</b><br><b>EXHIBIT B – Budget &amp; Billable Categories</b>                                                                                                                                                               |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                            |  |
| This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract. |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                            |  |
| <b>YAKIMA COUNTY DEPARTMENT OF ASSIGNED COUNSEL</b><br>Signed by:<br><br>722C260A997E44B<br>Paul Kelley, Director<br><br>1/14/2026<br>Date<br><br>Approved as to Form:<br><br>4016C0B2CBE04F8<br>Deputy Prosecuting Attorney<br><br>Agreement Number <b>BOCC Agreement</b>                                               |                                                                                                                                                                                                                                                         | <b>BOARD OF COUNTY COMMISSIONERS</b><br><br>LaDon Linde, Chair<br><br>Amanda McKinney, Commissioner<br><br>Kyle Curtis, Commissioner<br><b>JAN 27 2026</b><br><b>DATED</b><br>Attest:<br>Julie Lawrence, Clerk of the Board or<br>Erin Franklin, Deputy Clerk of the Board |  |

008-2026

Yakima County, WA



## GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
  - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
  - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. "Director" means the Director of the Yakima County Department of Human Services.
  - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
  - F. "Personal Information" means 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.
  - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
  - J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.



2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
5. **Circulars:** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.
  - A. Confidential information as used in this section includes:
    - I. All material provided to the Contractor by the County that is designated as "confidential".
    - II. All material produced by the Contractor that is designated as "confidential" by the County.
    - III. All personal information in the possession of the Contractor that may not be disclosed under State or Federal law. "Personal Information" includes but is not limited to: information related to a person's name, health, finances, education, business, use of government services, addresses, telephone

numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).

- B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
  - C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict-of-Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
  9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
  10. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
  11. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
  12. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or



agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

13. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
14. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
15. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.



16. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
- A. Document performance of all acts required by law, regulation, or this Contract.
  - B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
  - C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
17. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

18. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- A. Applicable federal and State of Washington statutes and regulations.
  - B. Special Terms and Conditions of this Contract.
  - C. This Contract.
19. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

20. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
21. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
22. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Department of Human Services or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.
23. **Reporting Requirements:** The Contractor shall be responsible for providing reports to the County on a regular basis throughout the term of this Contract. Such reports shall include, but not be limited to, performance measures and outcomes identified in Exhibit A.  
  
The County may require monthly reports; however, in such cases, the County shall provide the Contractor with at least 45 days' notice prior to the commencement of monthly reporting. In addition to the monthly reports, the County reserves the right to request ad hoc reports as needed, to monitor and assess performance or address specific concerns.
24. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.



25. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

26. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
27. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

28. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
29. **Suspension or Termination:** The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:
  - A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time; and
  - B. Failure for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement; and
  - C. Ineffective or improper use of funds provided under this Agreement; and/or
  - D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.

Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

30. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.
31. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.



## EXHIBIT A

### SPECIAL TERMS & PERFORMANCE MEASURES

1. **Purpose of the Agreement:** Defense Services for Yakima County therapeutic court participants, particularized case management within the attorney – client confidential setting
2. **Key Activities:**
  - 1.0 FTE Paralegal II - Salary & Benefits
  - Supplies
  - Office Space
  - Technology Services
  - Training: Annual Drug Court Conference
3. **Performance Measures:** Performance Reports will be submitted up to quarterly to the Office of Human Services. These reports will cover progress on total number of clients (deduplicated) served and the frequency of services provided to each unique client and narrative summaries detailing program success, encountered barriers, and significant changes to the program.

Annual Submission of staff models including vacant positions.

## EXHIBIT B

### BUDGET

GRANTEE is authorized to spend no more than **ONE HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED NINETY AND 00/100 DOLLARS (\$118,790) FROM January 1st, 2026, through December 31st, 2026.**

| Category                     | Amount           |
|------------------------------|------------------|
| Staff Salaries and Benefits  | \$105,585        |
| Supplies                     | \$1,400          |
| Office Space                 | \$1,431          |
| Technology Services          | \$7,974          |
| Trng: WSADCP (drug crt conf) | \$2,400          |
| <b>TOTAL</b>                 | <b>\$118,790</b> |

1. Non-Admin Expenses (Operations):

- A. The sub-grantee will not be allowed to submit expenses for reimbursement for items not listed on the initial RFP application unless prior approved by Yakima County Human Services Finance Manager. Yakima County reserves the right to assign a more detailed line-item budget to sub-grantees that matches the initial RFP application. Request for line-item adjustments must be submitted through email to the Finance Manager

2. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.
- B. At the Contractor's first request for reimbursement, Yakima County Human Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of



expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract

C. Monthly invoices and documentation must be submitted as follows:

- Electronically: Submitted electronic invoices must be sent to [humanservicesinvoices@co.yakima.wa.us](mailto:humanservicesinvoices@co.yakima.wa.us) no later than the 25<sup>th</sup> of the month. If the 25<sup>th</sup> falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25<sup>th</sup> falls on a Sunday, invoices must be received by close of business the following Monday.
- Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human Services The signed original invoice must be received no later than the 25<sup>th</sup> of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Human Services  
223 N. 1st Street  
Yakima, WA 98901

- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the end of the invoice period shall rest solely with the Human Services Director; the Director's decision shall be final and not capable of right to appeal.
- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
- F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated on the Face Sheet of this agreement.
- G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing

deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.

- H. Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items. Unless otherwise restricted by funding authorities, the contractor may request costs be moved between existing contractual line items but may not deviate from the contractual budget by more than 10%. This request must be made in writing, is subject to approval by the Yakima County Human Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.
- I. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.

3. Duplication of Billed Costs:

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





# 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:** Sandy Kobes

**Department:** Human Services

**Requested Agenda Date:** JAN 27 2026

**Presenting:** Esther Magasis/Lance Larsen

*Board of County Commissioners Record Assigned*

#

BOCC Agreement

**009 - 2026**

Yakima County, WA

### Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☒ EXECUTE or AMEND

☐ PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

☐ ISSUE PROCLAMATION

☐ OTHER \_\_\_\_\_

### Document Title:

Yakima County Department of Corrections Mental Health Sales Tax 2026 Contract  
(YC-DOC-MHST-2026)

### Background Information:

This contract is between Yakima County Human Services and Yakima County Department of Corrections as part of the allocation of funds from the Mental Health Sales Tax. This contract grants Yakima County Department of Corrections \$117,510 to provide funding for medicated assisted treatment program from January 1, 2026, to December 31, 2026.

### Describe Fiscal Impact:

\$117,510 for medicated assisted treatment program.

### Summary & Recommendation:

Recommend to approve.

Signed by:

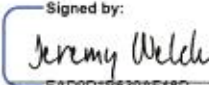
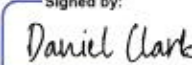
Department Head/Elected Official Signature

86958D4A6B72420...

Initial

Corporate Counsel Initial (for Agreements Only)

## HUMAN SERVICES CONTRACT FACE SHEET

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                             |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                         | CONTRACT NUMBER: YC-DOC-MHST-2026                                                                                                                                                                                                                           |  |
| 1. NAME/ADDRESS:<br><b>Yakima County Dept of Corrections</b><br>111 N Front Street<br>Yakima, WA 98901<br>(509) 574-1758                                                                                                                                                                                                                                                                                                                                                                       | 2. ORIGINAL CONTRACT AMOUNT:<br><b>\$117,510</b>                                                                                                                                                                                                        | 5. PREVIOUS CONTRACT AMOUNT:                                                                                                                                                                                                                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 3. CASH MATCH REQUIREMENT:                                                                                                                                                                                                                              | 6. MODIFICATION AMOUNT:                                                                                                                                                                                                                                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 4. TOTAL CONTRACT AMOUNT:<br><b>\$117,510</b>                                                                                                                                                                                                           | 7. NEW TOTAL CONTRACT AMOUNT:                                                                                                                                                                                                                               |  |
| 8. CONTACT:<br><b>Jeremy Welch</b><br>111 N Front Street<br>Yakima, WA 98901<br>(509) 574-1758<br><a href="mailto:jeremy.welch@co.yakima.wa.us">jeremy.welch@co.yakima.wa.us</a>                                                                                                                                                                                                                                                                                                               | 9. COUNTY PROGRAM CONTACT:<br><b>Yakima County Human Services</b><br>Melissa Holm, Manager<br>223 N 1 <sup>st</sup> Street<br>Yakima, WA 98901-2639<br>(509) 856-5005<br><a href="mailto:Melissa.Holm@co.yakima.wa.us">Melissa.Holm@co.yakima.wa.us</a> | 10. COUNTY FISCAL CONTACT:<br><b>Yakima County Human Services</b><br>Sandy Kobes, Accountant III<br>223 N 1 <sup>st</sup> Street<br>Yakima, WA 98901-2639<br>(509) 823-8881<br><a href="mailto:Sandy.Kobes@co.yakima.wa.us">Sandy.Kobes@co.yakima.wa.us</a> |  |
| 11. CONTRACT START DATE:<br><b>January 1, 2026</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                         | 12. CONTRACT END DATE:<br><b>December 31, 2026</b>                                                                                                                                                                                                          |  |
| 13. FUNDING AUTHORITY:<br><b>Yakima County – Mental Health Sales Tax</b>                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                             |  |
| 14. CFDA NUMBER(s):<br><b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                         | 15. CFDA TITLE(S):<br><b>N/A</b>                                                                                                                                                                                                                            |  |
| 16. PURPOSE:<br><b>Medicated Assisted Treatment Program</b>                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                             |  |
| EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference:<br><input checked="" type="checkbox"/> Exhibits (specify): <b>EXHIBIT A – Special Terms &amp; Performance Measures</b><br><b>EXHIBIT B – Budget &amp; Billable Categories</b>                                                                                                                                                                      |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                             |  |
| This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract. |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                             |  |
| <b>YAKIMA COUNTY DEPARTMENT OF CORRECTIONS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                         | <b>BOARD OF COUNTY COMMISSIONERS</b>                                                                                                                                                                                                                        |  |
| Signed by:<br><br>_____<br>Jeremy Welch, Director                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                         | _____<br>LaDon Linde, Chair                                                                                                                                                                                                                                 |  |
| 1/13/2026<br>_____<br>Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                         | _____<br>Amanda McKinney, Commissioner                                                                                                                                                                                                                      |  |
| <b>Approved as to Form:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                         | _____<br>Kyle Curtis, Commissioner                                                                                                                                                                                                                          |  |
| Signed by:<br><br>_____<br>4018C092CBE04F8<br>Daniel Clark<br>Deputy Prosecuting Attorney                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                         | <b>DATED: JAN 27 2026</b>                                                                                                                                                                                                                                   |  |
| <b>Agreement Number</b> BOCC Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                         | Attest:<br>_____<br>Julie Lawrence, Clerk of the Board<br>_____<br>Erin Franklin, Deputy Clerk of the Board                                                                                                                                                 |  |

009-2026

Yakima County, WA



## GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
  - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
  - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. "Director" means the Director of the Yakima County Department of Human Services.
  - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
  - F. "Personal Information" means 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.
  - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
  - J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
5. **Circulars:** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.
  - A. Confidential information as used in this section includes:
    - I. All material provided to the Contractor by the County that is designated as "confidential".
    - II. All material produced by the Contractor that is designated as "confidential" by the County.
    - III. All personal information in the possession of the Contractor that may not be disclosed under State or Federal law. "Personal Information" includes but is not limited to: information related to a person's name, health, finances, education, business, use of government services, addresses, telephone



numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).

- B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
  - C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- 8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict-of-Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
  - 9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
  - 10. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.
  - 11. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
  - 12. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or



agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

13. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
14. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
15. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.



16. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:
- A. Document performance of all acts required by law, regulation, or this Contract.
  - B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
  - C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.
17. **Nondiscrimination:** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.
- The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
18. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- A. Applicable federal and State of Washington statutes and regulations.
  - B. Special Terms and Conditions of this Contract.
  - C. This Contract.
19. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

20. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
21. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.
22. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Department of Human Services or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.
23. **Reporting Requirements:** The Contractor shall be responsible for providing reports to the County on a regular basis throughout the term of this Contract. Such reports shall include, but not be limited to, performance measures and outcomes identified in Exhibit A.
- The County may require monthly reports; however, in such cases, the County shall provide the Contractor with at least 45 days' notice prior to the commencement of monthly reporting. In addition to the monthly reports, the County reserves the right to request ad hoc reports as needed, to monitor and assess performance or address specific concerns.
24. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.



25. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

26. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
27. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

28. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
29. **Suspension or Termination:** The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:
- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time; and
  - B. Failure for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement; and
  - C. Ineffective or improper use of funds provided under this Agreement; and/or
  - D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.

Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

30. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.
31. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.



## EXHIBIT A

### SPECIAL TERMS & PERFORMANCE MEASURES

1. **Purpose of the Agreement:** In partnership with Comprehensive Healthcare, the Yakima County Department of Corrections will offer officer assistance to facilitate the operation of the Medication-Assisted Treatment (MAT) program.
2. **Key Activities:** Provide 1.0 FTE Corrections Officer to provide security and inmate movement as needed to receive MAT program services. – Staff Salaries and Benefits
3. **Performance Measures:** Performance Reports will be submitted annually to the Office of Human Services. These reports will cover narrative summaries detailing program success, encountered barriers, and significant changes to the program. Annual Submission of staff models including vacant positions.

**EXHIBIT B****BUDGET**

GRANTEE is authorized to spend no more than **ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED TEN AND 00/100 DOLLARS (\$117,510) FROM January 1st, 2026, through December 31st, 2026.**

| Category                    | Amount           |
|-----------------------------|------------------|
| Staff Salaries and Benefits | \$117,510        |
| <b>TOTAL</b>                | <b>\$117,510</b> |

1. Non-Admin Expenses (Operations):

- A. The sub-grantee will not be allowed to submit expenses for reimbursement for items not listed on the initial RFP application unless prior approved by Yakima County Human Services Finance Manager. Yakima County reserves the right to assign a more detailed line-item budget to sub-grantees that matches the initial RFP application. Request for line-item adjustments must be submitted through email to the Finance Manager

2. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.
- B. At the Contractor's first request for reimbursement, Yakima County Human Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract
- C. Monthly invoices and documentation must be submitted as follows:
- Electronically: Submitted electronic invoices must be sent to [humanservicesinvoices@co.yakima.wa.us](mailto:humanservicesinvoices@co.yakima.wa.us) no later than the 25<sup>th</sup> of the



month. If the 25<sup>th</sup> falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25<sup>th</sup> falls on a Sunday, invoices must be received by close of business the following Monday.

- Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human Services. The signed original invoice must be received no later than the 25<sup>th</sup> of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Human Services  
223 N. 1st Street  
Yakima, WA 98901

- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the invoice period shall rest solely with the Human Services Director; the Director's decision shall be final and not capable of right to appeal.
- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
- F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated on the Face Sheet of this agreement.
- G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.
- H. Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items. Unless otherwise restricted by funding authorities, the contractor may request costs be moved between existing contractual line items but may not deviate from the contractual budget

by more than 10%. This request must be made in writing, is subject to approval by the Yakima County Human Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.

- I. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.
3. Duplication of Billed Costs:
- A. The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.





# 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: Sandy Kobes

Department: Human Services

Requested Agenda Date: JAN 27 2026

Presenting: Esther Magasis/Lance Larsen

Board of County Commissioners Record Assigned

#

BOCC Agreement

**010-2026**

Yakima County, WA

### Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☐ PASS ORDINANCE

☐ ISSUE PROCLAMATION

☒ EXECUTE or AMEND

AGREEMENT, CONTRACT, or GRANT

☐ OTHER \_\_\_\_\_

### Document Title:

Grace City Outreach Shelter Mental Health Sales Tax 2026 Contract (GCO-Shelter-MHST-2026)

### Background Information:

This contract between Yakima County Human Services and Grace City Outreach is awarded as part of the Behavioral Health and Substance Use Disorder RFP. This contract grants Grace City Outreach \$198,727 for on site complex case management and deescalation support to individuals with a mental health/behavioral health diagnosis at the emergency behavioral health pods located at Camp Hope, from January 1, 2026, to December 31, 2026. This is year one of a two-year award.

### Describe Fiscal Impact:

\$198,727

### Summary & Recommendation:

Recommend to approve.

Signed by:

Esther Magasis

DocuSigned by:

Department Head/Elected Official Signature

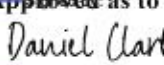
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Initial

DC

Corporate Counsel Initial (for Agreements Only)

## HUMAN SERVICES CONTRACT FACE SHEET

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                                                                    |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR                                                                                                                                                                                                                                                                                                                                                                                               |  | CONTRACT NUMBER: <b>GCO-Shelter-MHST-2026</b>                                                                                                                                                                                                                                      |  |
| 1. NAME/ADDRESS:<br><b>Grace City Outreach</b><br><b>UEI: W38K57L5J311</b><br><b>PO Box 9074</b><br><b>Yakima, WA 98901</b><br><b>(509) 305-4383</b>                                                                                                                                                                                                                                                                                                                                           |  | 2. ORIGINAL CONTRACT AMOUNT:<br><b>\$198,727</b>                                                                                                                                                                                                                                   |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 3. CASH MATCH REQUIREMENT:                                                                                                                                                                                                                                                         |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 4. TOTAL CONTRACT AMOUNT:<br><b>\$198,727</b>                                                                                                                                                                                                                                      |  |
| 5. PREVIOUS CONTRACT AMOUNT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | 6. MODIFICATION AMOUNT:                                                                                                                                                                                                                                                            |  |
| 7. NEW TOTAL CONTRACT AMOUNT:                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                                                                                                                    |  |
| 8. CONTACT:<br><b>Mike Kay, Executive Director</b><br><b>PO Box 9074</b><br><b>Yakima, WA 98901</b><br><b>(509) 305-4383</b><br><a href="mailto:chv.director@gmail.com">chv.director@gmail.com</a>                                                                                                                                                                                                                                                                                             |  | 9. COUNTY PROGRAM CONTACT:<br><b>Yakima County Human Services</b><br><b>Melissa Holm, Manager</b><br><b>223 N 1<sup>st</sup> Street</b><br><b>Yakima, WA 98901-2639</b><br><b>(509) 856-5005</b><br><a href="mailto:Melissa.Holm@co.yakima.wa.us">Melissa.Holm@co.yakima.wa.us</a> |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | 10. COUNTY FISCAL CONTACT:<br><b>Yakima County Human Services</b><br><b>Sandy Kobes, Accountant III</b><br><b>223 N 1st Street</b><br><b>Yakima, WA 98901-2639</b><br><b>(509) 823-8881</b><br><a href="mailto:Sandy.Kobes@co.yakima.wa.us">Sandy.Kobes@co.yakima.wa.us</a>        |  |
| 11. CONTRACT START DATE:<br><b>January 1, 2026</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | 12. CONTRACT END DATE:<br><b>December 31, 2026</b>                                                                                                                                                                                                                                 |  |
| 13. FUNDING AUTHORITY:<br><b>Yakima County – Mental Health Sales Tax</b>                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                    |  |
| 14. CFDA NUMBER(s):<br><b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | 15. CFDA TITLE(S):<br><b>N/A</b>                                                                                                                                                                                                                                                   |  |
| 16. PURPOSE:<br><b>Expanding Behavioral Health Services at Camp Hope with Mental Health Sales Tax Funding</b>                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                                                                                                                                                                                    |  |
| EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference:<br><input checked="" type="checkbox"/> Exhibits (specify): <b>EXHIBIT A – Special Terms &amp; Performance Measures</b><br><b>EXHIBIT B – Budget &amp; Billable Categories</b><br><b>EXHIBIT C – Certificate of Insurance</b>                                                                                                                       |  |                                                                                                                                                                                                                                                                                    |  |
| This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract. |  |                                                                                                                                                                                                                                                                                    |  |
| <b>GRACE CITY OUTREACH</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | <b>BOARD OF COUNTY COMMISSIONERS</b>                                                                                                                                                                                                                                               |  |
| <br>Michael Kay, Director                                                                                                                                                                                                                                                                                                                                                                                   |  | LaDon Linde, Chair                                                                                                                                                                                                                                                                 |  |
| <br>Date                                                                                                                                                                                                                                                                                                                                                                                                    |  | Amanda McKinney, Commissioner                                                                                                                                                                                                                                                      |  |
| Approved as to Form:<br><br>4016C082C8E04F8<br>Deputy Prosecuting Attorney                                                                                                                                                                                                                                                                                                                                  |  | Kyle Curtis, Commissioner                                                                                                                                                                                                                                                          |  |
| Agreement Number <b>BOCC Agreement</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | <b>DATED: JAN 27 2026</b>                                                                                                                                                                                                                                                          |  |
| <b>010-2026</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  | Attest:<br>Julie Lawrence, Clerk of the Board<br>Erin Franklin, Deputy Clerk of the Board                                                                                                                                                                                          |  |

Yakima County, WA



## GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

1. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. "Contract" The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this "contract", the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the "contract".
  - B. "CFR" means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
  - C. "Debarment" means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. "Director" means the Director of the Yakima County Human Services Department.
  - E. "General Terms and Conditions" means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
  - F. "Personal Information" means 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.
  - G. "Principals," which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - H. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - I. "Subcontract" means a separate contract between the Contractor and an individual or entity ("Subrecipient") to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
  - J. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.

2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the Budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
5. **Circulars** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.
  - A. Confidential information as used in this section includes:
    - I. All material provided to the Contractor by the County that is designated as "confidential";
    - II. All material produced by the Contractor that is designated as "confidential" by the County;
    - III. All personal information in the possession of the Contractor that may not be disclosed under State or Federal law. "Personal Information" includes but is not limited to: information related to a person's name, health, finances, education, business, use of government services, addresses, telephone



numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).

- B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- 8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict of Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
- 9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
- 10. **Disputes:** A Dispute Board shall determine disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
- 11. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.



12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the



state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

17. **Insurance:**

- A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
- B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$2,000,000 per occurrence and \$5,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.
- C. In the event the insurance coverage expires or lapses, the parties agree that the contractor shall have an affirmative duty to immediately notify Yakima County of such event. The parties agree that the agreement performance shall be immediately suspended, and payments shall cease, and contractor shall have 30 calendar days to proactively provide the county with a new proof of adequate current coverage. If the contractor fails to provide adequate proof of current coverage the agreement will be terminated.

18. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:

- A. Document performance of all acts required by law, regulation, or this Contract;
- B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
- C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.

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

The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

20. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

- A. Applicable federal and State of Washington statutes and regulations
- B. Special Terms and Conditions of this Contract;
- C. This Contract.

21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.

23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.



24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Human Services Department or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.

25. **Reporting Requirements:**

- A. The Contractor shall be responsible for providing reports to the County on a regular basis throughout the term of this Contract. Such reports shall include, but not be limited to, performance measures and outcomes identified in Exhibit A.

The County may require monthly reports; however, in such cases, the County shall provide the Contractor with at least 45 days' notice prior to the commencement of monthly reporting. In addition to the monthly reports, the County reserves the right to request ad hoc reports as needed, to monitor and assess performance or address specific concerns.

- B. Homeless Management Information System (HMIS):

If Yakima County Human Services department determines the project is HMIS eligible based on the HUD/HMIS Data Standards, the following additional reporting requirements will apply.

The Contractor shall timely and accurately enter data into the County Homeless Management Information System (HMIS) for every client served under this Agreement in accordance with HUD/HMIS Data Standards. HMIS required data elements are determined by the funder. HMIS data entry must be complete monthly no later than the 5<sup>th</sup> of the following month. Complete HMIS data entry includes:

- Entering/updating project client/household data in HMIS within 14 calendar days following the date of project enrollment/exit.
- Client data entered into HMIS no less frequently than weekly.
- Timely and accurate data entry information into HMIS of client(s) usage and services provided.

- C. Other Reporting Requirements:

If the Contractor fails to timely and/or accurately enter their HMIS data, the County reserves the right to withhold reimbursement until the data entry is completed. In such cases, withheld payments will be processed in the next month's check run, assuming the data entry is subsequently completed. A repeated pattern of failure to timely and/or accurately provide this information in the HMIS by Contractor, may lead to termination of the agreement and debarment for future contracts with Yakima County.

The Contractor shall utilize the HMIS housing inventory tool to manage the occupancy of units and update unit information as occupancy, or housing inventory changes. All unit information shall be in good faith timely and accurately updated within forty-eight (48) hours of an occupancy change and include notification to the grant manager. Contractor staff that are responsible for maintaining and/or updating the housing inventory shall attend offered training on the use and operation of the HMIS-based housing tool and will respond promptly to questions regarding housing inventory posed by the County. Guidance regarding the information needed to accurately account for housing inventory for the annual submission of the Housing Inventory Count Report and for local planning purposes can be found in HUD Notice CPD-16-060, pp. 5-17 as incorporated herein by reference.

The Contractor shall ensure that all applicable staff are fully trained and certified to operate the current prioritization tools as required by local, state, or federal Coordinated Entry guidelines (i.e., HENA & YAHA) prior to using these systems. Contractors providing permanent supportive housing and transitional housing programs will complete a vulnerability assessment on all program participants at program entry, program exit, and if applicable, annually.

County HMIS staff will post the most current versions of all applicable documents, reports, and operational guidelines to [www.yakimacounty.us](http://www.yakimacounty.us). Communications regarding updates to the website will be distributed via e-mail to contracted HMIS agencies. The Contractor will submit questions regarding participation in the HMIS, including data collection responsibilities, via the support request tool in the HMIS.

The Contractor shall submit data required for the Annual Homeless Assessment Report, Commerce Annual Report, Housing Inventory Count, the Annual Point-in-Time Count, Quarterly Data Quality Reports, and the System Performance Measures Report as specified by the County. The Contractor also agrees to submit any additional data from HMIS related to the funded program upon request.

26. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.



27. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of \$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

28. **Religious Activities:** The Contractor acknowledges no portion of the public funds shall be appropriated for or applied to any religious activity or essentially religious endeavors, including but not limited to religious worship, exercise or instruction.

The Contractor acknowledges that government-paid staff is prohibited from conducting religious activities during their on-duty grant funded hours.

ALL participation in religious activities by clients must be purely voluntary. Religious activities should be conducted in a place and in a manner that allows clients to opt in (such as going to a room or space separate from the main facility) and that does not stigmatize those who elect not to participate.

No services provided by the Contractor shall be denied due to person's religious affiliation or lack thereof.

29. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
30. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
31. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.
32. **Suspension or Termination:** The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:
- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time;
  - B. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement including, but not limited to, the submission of any required documentation, certifications, or proof of compliance with contractual requirements, such as insurance certificates.
  - C. Ineffective or improper use of funds provided under this Agreement; and/or
  - D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.
  - E. Contractor's suspension, debarment, insolvency, or other actions of Contractor or Subcontractor(s) deemed to materially undermine the intent of providing services under the agreement between the parties.

If the Contractor fails to meet any obligation under this agreement the Contractor shall have thirty (30) calendar days from the date of written notice from Yakima County to remedy such deficiencies. If the Contractor fails to provide the required items within the 30-day period, the Agreement will automatically enter suspension status, during which Yakima County reserves the right to terminate the Agreement at any time;

During suspension status, Yakima County is under no obligation to release funds or provide resources under this Agreement.



Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

33. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.

34. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.

The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

35. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.
36. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.

## EXHIBIT A

### SPECIAL TERMS & PERFORMANCE MEASURES

1. **Purpose of the Agreement:** Provide onsite de-escalation support and a complex case manager to assist individuals staying in emergency behavioral health pods. All clients in the pods will be actively receiving mental health services from Comprehensive Health Care. GCO agrees to provide a minimum overnight bed capacity of 94.
2. **Program Delivery:** Onsite complex case management and de-escalation support to individuals with a mental health/behavioral health diagnosis staying within emergency behavioral health pods located at Camp Hope.
3. **Key Activities:**

Non-congregated emergency behavioral health pods catering to 200 unduplicated individuals yearly. These pods will adhere strictly to anti-discrimination laws, offering a straightforward eligibility process and flexible intake procedures. The rules prioritize safety and security, aiming to prevent individuals from transitioning into unsheltered homelessness. Services are tailored to meet client needs, with termination from the program only considered as a last resort, emphasizing realistic and transparent expectations.

(5) Five 1.0 FTE De-escalation Specialist for evenings, overnights and weekends

(2) One 1.0 FTE Intensive Case Manager

Both De-escalation Specialists and Intensive Case Manager will complete and provide proof of annual training(s)

- Adult, Child, and Infant CPR / First Aid / AED & Blood Borne Pathogens.
- Mental Health First Aid
- Co-Occurring Disorder Recognition and Training 11
- Trauma Informed Care
- Narcan Application and Treatment
- Cultural Diversity Training
- Equality Training
- De-escalation Techniques
- Narcotics Identification and Symptoms
- Crime Victim Identification & Reporting
- National Safety Council - Defensive Driver Certification
- Dealing Effectively with Hostility and Violence
- HMIS
- Mission Tracker Software
- Coordinated Entry Case conferencing participation.

Supplies which are demonstrably linked to support for individuals residing in the emergency behavioral health pods at Camp Hope

Transportation which is demonstrably linked to support for individuals residing in the emergency behavioral health pods at Camp Hope



4. **Performance Measures:** Performance Reports will be submitted quarterly to the Office of Human Services. These reports will cover total number of clients (deduplicated) and the frequency of services provided, outside referrals to each unique client, and narrative summaries detailing program success, encountered barriers, and significant changes to the program.

Enroll all expanded POD capacity to HMIS Health Management Information Systems

Annual Submission of staff models including vacant positions.

**EXHIBIT B****BUDGET**

GRANTEE is authorized to spend no more than **ONE HUNDRED NINETY-EIGHT THOUSAND SEVEN HUNDRED TWENTY-SEVEN AND 00/100 DOLLARS (\$198,727) FROM January 1, 2026, through December 31, 2026.**

| <i>Category</i>                              | <i>Amount</i>    |
|----------------------------------------------|------------------|
| <b><i>Year 1: 1/1/2026-12/31/2026</i></b>    |                  |
| Administration                               | \$17,421         |
| Facility Support                             | \$19,467         |
| Operations                                   | \$161,839        |
| <b>TOTAL YEAR 1</b>                          | <b>\$198,727</b> |
| <b><i>Year 2: 1/1/2027-12/31/2027***</i></b> |                  |
| Administration                               | \$17,421         |
| Facility Support                             | \$19,467         |
| Operations                                   | \$161,839        |
| <b>TOTAL YEAR 2</b>                          | <b>\$198,727</b> |
| <b>GRAND TOTAL:</b>                          | <b>\$397,454</b> |

**\*\*\*YEAR 2 FUNDS CONTINGENT ON PERFORMANCE OF YEAR 1**

1. Administrative (Indirect) Costs:

- A. The Contractor may use a total of 10% for administrative (indirect). These costs must be substantially direct nexus between the new expanded program and cost.
- B. Contractors must incur administrative (indirect) costs proportionally with non-administrative (programmatic) costs. At no time may administrative costs exceed **10 percentage points above** the percentage of non-administrative costs expended.

*Example:* If 20% of non-administrative costs have been expended, administrative costs may not exceed 30% of the administrative budget.



2. Non-Admin Expenses (Operations):

- A. The sub-grantee will not be allowed to submit expenses for reimbursement for items not listed on the initial RFP application unless prior approved by Yakima County Human Services Finance Manager. Yakima County reserves the right to assign a more detailed line-item budget to sub-grantees that matches the initial RFP application. Request for line-item adjustments must be submitted through email to the Finance Manager.

3. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.
- B. At the Contractor's first request for reimbursement, Yakima County Human Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract
- C. Monthly invoices and documentation must be submitted as follows:
- Electronically: Submitted electronic invoices must be sent to [humanservicesinvoices@co.yakima.wa.us](mailto:humanservicesinvoices@co.yakima.wa.us) no later than the 25<sup>th</sup> of the month. If the 25<sup>th</sup> falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25<sup>th</sup> falls on a Sunday, invoices must be received by close of business the following Monday.
  - Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human Services The signed original invoice must be received no later than the 25<sup>th</sup> of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Human Services  
223 N. 1st Street  
Yakima, WA 98901

- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the end of the invoice period shall rest solely with the Human

Services Director; the Director's decision shall be final and not capable of right to appeal.

- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).
  - F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated on the Face Sheet of this agreement.
  - G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.
  - H. Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items. Unless otherwise restricted by funding authorities, the contractor may request costs be moved between existing contractual line items but may not deviate from the contractual budget by more than 10%. This request must be made in writing, is subject to approval by the Yakima County Human Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.
  - I. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.
4. Duplication of Billed Costs:
- A. The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.





# EXHIBIT C - CERTIFICATE OF LIABILITY INSURANCE

GRACCIT-02

SDREKE

 DATE (MM/DD/YYYY)  
8/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Hub International Northwest LLC<br>P.O. Box 10088<br>Yakima, WA 98909    | <b>CONTACT NAME:</b> Ryan Moore<br><b>PHONE (A/C, No, Ext):</b> (509) 965-2090 <b>FAX (A/C, No):</b> (509) 966-3454<br><b>E-MAIL ADDRESS:</b> Ryan.moore@hubinternational.com                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |        |                                           |       |                                        |       |                                            |       |             |  |             |  |             |  |
|---------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------------|-------|----------------------------------------|-------|--------------------------------------------|-------|-------------|--|-------------|--|-------------|--|
| <b>INSURED</b><br>Grace City Outreach<br>500 University Pkwy<br>Apt 211<br>Yakima, WA 98901 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : James River Insurance Company</td> <td>12203</td> </tr> <tr> <td>INSURER B : Columbia Insurance Company</td> <td>27812</td> </tr> <tr> <td>INSURER C : General Star Indemnity Company</td> <td>37362</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : James River Insurance Company | 12203 | INSURER B : Columbia Insurance Company | 27812 | INSURER C : General Star Indemnity Company | 37362 | INSURER D : |  | INSURER E : |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE                                                               | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |        |                                           |       |                                        |       |                                            |       |             |  |             |  |             |  |
| INSURER A : James River Insurance Company                                                   | 12203                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                           |       |                                        |       |                                            |       |             |  |             |  |             |  |
| INSURER B : Columbia Insurance Company                                                      | 27812                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                           |       |                                        |       |                                            |       |             |  |             |  |             |  |
| INSURER C : General Star Indemnity Company                                                  | 37362                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                           |       |                                        |       |                                            |       |             |  |             |  |             |  |
| INSURER D :                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                           |       |                                        |       |                                            |       |             |  |             |  |             |  |
| INSURER E :                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                           |       |                                        |       |                                            |       |             |  |             |  |             |  |
| INSURER F :                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                           |       |                                        |       |                                            |       |             |  |             |  |             |  |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                              | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                    |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | 001576500     | 8/29/2025               | 8/29/2026               | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b><br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ <b>1,000,000</b><br>GENERAL AGGREGATE \$ <b>3,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>Included</b><br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                         |           |          | 71APR438441   | 8/29/2025               | 8/29/2026               | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                    |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                            |           |          | IXG681306     | 8/29/2025               | 8/29/2026               | EACH OCCURRENCE \$ <b>2,000,000</b><br>AGGREGATE \$ <b>2,000,000</b><br>\$<br>PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                              |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                 |           | N/A      |               |                         |                         |                                                                                                                                                                                                                                                                           |
| C        | <b>Auto Umbrella</b>                                                                                                                                                                                                                                                                                           |           |          | IXG681306     | 12/6/2024               | 8/29/2025               | <b>Aggregate</b> <b>2,000,000</b>                                                                                                                                                                                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Camp Hope. Certificate Holder is named as additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                       |                                                                                                                                                                                                     |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Yakima County<br>128 N 2nd Street<br>Yakima, WA 98901 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



# 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: Sandy Kobes

Department: Human Services

Requested Agenda Date: \_\_\_\_\_

Presenting: Esther Magasis/Lance Larsen

Board of County Commissioners Record Assigned

#

BOCC Agreement

**011-2026**

Yakima County, WA

### Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☐ PASS ORDINANCE

☐ ISSUE PROCLAMATION

☒ EXECUTE or AMEND

AGREEMENT, CONTRACT, or GRANT

☐ OTHER \_\_\_\_\_

### Document Title:

Safe Yakima Valley Opiate Settlement Funds Prevention Positive Social Norms 2026 Contract  
(SYV-OSF-Prv-PSN-2026)

### Background Information:

This contract between Yakima County Human Services and Safe Yakima Valley is awarded as part of the Behavioral Health and Substance Use Disorder RFP. This contract grants Safe Yakima Valley \$24,050 to provide prevention services in Yakima County through the Positive Social Norms program. The contract will cover the period from January 1, 2026, to December 31, 2026. This is year one of a two-year award. The sub-grantee is requesting an exception to the County standard insurance requirements with limits of \$1 million per occurrence and \$2 million in aggregate vs the standard \$2 million and \$5 million.

### Describe Fiscal Impact:

\$24,050

### Summary & Recommendation:

Recommend to approve.

Signed by:

Esther Magasis

DD41CA280C948E...

Department Head/Elected Official Signature

88958D4A6B72420...

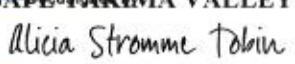
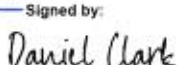
Initial

DC

Corporate Counsel Initial (for Agreements Only)



## HUMAN SERVICES CONTRACT FACE SHEET

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                            |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| CONTRACTOR IS A <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> VENDOR                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                         | CONTRACT NUMBER: <b>SYV-OSF-Prv-PSN-2026</b>                                                                                                                                                                                                                                                               |  |
| 1. NAME/ADDRESS:<br><b>Citizens for Safe Yakima Valley Communities</b><br>10 N 9 <sup>th</sup> St<br>Yakima, WA 98901<br>(509) 248-2021, Ext. 114                                                                                                                                                                                                                                                                                                                                              | 2. ORIGINAL CONTRACT AMOUNT:<br><b>\$24,050</b>                                                                                                                                                                                                         | 5. PREVIOUS CONTRACT AMOUNT:                                                                                                                                                                                                                                                                               |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 3. CASH MATCH REQUIREMENT:                                                                                                                                                                                                                              | 6. MODIFICATION AMOUNT:                                                                                                                                                                                                                                                                                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 4. TOTAL CONTRACT AMOUNT:<br><b>\$24,050</b>                                                                                                                                                                                                            | 7. NEW TOTAL CONTRACT AMOUNT:                                                                                                                                                                                                                                                                              |  |
| 8. CONTACT:<br><b>Alicia Stromme Tobin, Executive Director</b><br>10 N 9 <sup>th</sup> St<br>Yakima, WA 98901<br>(509) 969-8683<br><a href="mailto:safedirector@yakima.org">safedirector@yakima.org</a>                                                                                                                                                                                                                                                                                        | 9. COUNTY PROGRAM CONTACT:<br><b>Yakima County Human Services</b><br>Melissa Holm, Manager<br>223 N 1 <sup>st</sup> Street<br>Yakima, WA 98901-2639<br>(509) 856-5005<br><a href="mailto:Melissa.Holm@co.yakima.wa.us">Melissa.Holm@co.yakima.wa.us</a> | 10. COUNTY FISCAL CONTACT:<br><b>Yakima County Human Services</b><br>Sandy Kobes, Accountant III<br>223 N 1 <sup>st</sup> Street<br>Yakima, WA 98901-2639<br>(509) 574-1367<br><a href="mailto:Sandy.Kobes@co.yakima.wa.us">Sandy.Kobes@co.yakima.wa.us</a>                                                |  |
| 11. CONTRACT START DATE:<br><b>January 1, 2026</b>                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                         | 12. CONTRACT END DATE:<br><b>December 31, 2026</b>                                                                                                                                                                                                                                                         |  |
| 13. FUNDING AUTHORITY:<br><b>Yakima County – Opiate Settlement Funds</b>                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                            |  |
| 14. CFDA NUMBER(s):<br><b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                         | 15. CFDA TITLE(S):<br><b>N/A</b>                                                                                                                                                                                                                                                                           |  |
| 16. PURPOSE:<br><b>Opiate Settlement Funds Award – Positive Social Norms</b>                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                            |  |
| <b>EXHIBITS:</b> When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference:<br><input checked="" type="checkbox"/> Exhibits (specify): <b>EXHIBIT A – Special Terms &amp; Performance Measures</b><br><b>EXHIBIT B – Budget &amp; Billable Categories</b><br><b>EXHIBIT C – Allowed Uses of Funds</b><br><b>EXHIBIT D – Certificate of Insurance</b>                                                                    |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                            |  |
| This Contract contains all of the terms and conditions agreed upon by the parties and all documents attached or incorporated by reference, include Basic Interagency Agreement or its successor. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract. |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                            |  |
| <b>SAFE YAKIMA VALLEY</b><br><br><small>84085F0DD70B4D1</small><br>Alicia Stromme Tobin, Executive Director<br><br>1/15/2026<br>Date<br><br><b>Approved as to Form:</b><br>Signed by:<br><br><small>4018CB2CB04F8</small><br>Deputy Prosecuting Attorney<br><br><b>Agreement Number</b> BOCC Agreement                   |                                                                                                                                                                                                                                                         | <b>BOARD OF COUNTY COMMISSIONERS</b><br><br>_____<br>LaDon Linde, Chair<br><br>_____<br>Amanda McKinney, Commissioner<br><br>_____<br>Kyle Curtis, Commissioner<br><b>DATED:</b> <b>JAN 27 2026</b><br><br>Attest: _____<br>Julie Lawrence, Clerk of the Board<br>Erin Franklin, Deputy Clerk of the Board |  |

011-2026

Yakima County, WA

## GENERAL TERMS AND CONDITIONS

In consideration of the covenants, conditions, performances, and provisions hereinafter contained, the parties hereto agree as follows:

- I. **Definitions:** The words and phrases listed below, as used in the Contract, shall have the following definitions:
  - A. “Contract” The term contract is intended to mean an agreement creating obligations enforceable by law between the County and the contractor. For purposes of this “contract”, the parties agree that all terms contained in the General Terms and Conditions and Special Terms and Performance Measures including any Exhibits and other documents, as well as any other attachments, are considered part of the “contract”.
  - B. “CFR” means Code of Federal Regulations. All references in this Contract to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at <http://www.gpoaccess.gov/cfr/index.html>.
  - C. “Debarment” means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
  - D. “Director” means the Director of the Yakima County Department of Human Services.
  - E. “General Terms and Conditions” means the contractual provisions contained within this Contract, which govern the contractual relationship between the County and the Contractor, under this Contract.
  - F. “Personal Information” means 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.
  - G. “Principals,” which includes officers, members of the Board of Directors, owner(s), or other person(s) with management or supervisory responsibilities relating to the transaction.
  - H. “RCW” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at <http://apps.leg.wa.gov/rcw/>.
  - I. “Subcontract” means a separate contract between the Contractor and an individual or entity (“Subrecipient”) to perform all or a portion of the duties and obligations that the Contractor shall perform pursuant to this Contract.
  - J. “WAC” means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at <http://apps.leg.wa.gov/wac/>.



2. **Consideration:** The parties agree that the monetary consideration for this contract shall be identified in the face sheet and contained in the Budget section(s) of this Contract. The parties agree that the face amount of the contract is up to and not to exceed the full consideration due to the Contractor. Any additional modifications to this agreement regarding consideration must be mutually agreed to and be in writing to be effective.
3. **Amendment:** This Contract, or any term or condition, may only be modified in writing and signed by both parties. Only personnel authorized to bind each of the parties shall sign an amendment.
4. **Assignment:** Except as otherwise provided herein, the Contractor shall not assign rights or obligations derived from this Contract to a third party without the prior, written consent of the County and the written assumption of all of the Contractor's obligations in this Contract by the third party.
5. **Circulars** These requirements apply to the primary recipient of federal funds, and then follow the funds to the Subrecipients. The Federal Circulars found in Title 2 of the Code of Federal Regulations (CFR) provide the applicable administrative requirements, cost Principles and audit requirements. The Circulars are applicable to all non-federal recipients of Federal Awards unless specifically excluded. Subrecipients must follow this Circular and incorporated appendices and any future amendments, and any successor or replacement circulars or regulations.
6. **Compliance with Applicable Law:** At all times during the term of this Contract, the Contractor and the County shall comply with all applicable federal, state, and local laws, regulations, and rules, including but not limited to non-discrimination laws and regulations.
7. **Confidentiality:** The parties shall use Personal Information and other confidential information gained by reason of this Contract only for the purpose of this Contract. The County and the Contractor shall not disclose, transfer, or sell any such information to any other party, except as provided by law or, in the case of Personal Information except as provided by law or with the prior written consent of the person to whom the Personal Information pertains. The parties shall maintain the confidentiality of all Personal Information and other confidential information gained by reason of this Contract and shall return or certify the destruction of such information if requested in writing by the party to this Contract that provided the information.
  - A. Confidential information as used in this section includes:
    - I. All material provided to the Contractor by the County that is designated as "confidential";
    - II. All material produced by the Contractor that is designated as "confidential" by the County;
    - III. All personal information in the possession of the Contractor that may not be disclosed under State or Federal law. "Personal Information" includes but is

not limited to: information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" (PHI) under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPPA).

- B. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure, or violation of any State or Federal laws related thereto. Upon request, the Contractor shall provide the County with its policies and procedures on confidentiality. The County may require changes to such policies and procedures as they apply to this agreement, whenever the County reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the County. Upon request, the Contractor shall immediately return to the County any Confidential Information that the County reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
  - C. The Contractor shall notify the County within five (5) working days of any unauthorized use or disclosure of a Confidential Information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
- 8. **Conflicts of Interest:** Subrecipients shall provide a copy of their Conflict of Interest Statement/Policy prior to their first billing being paid. In addition, Subrecipients shall assure compliance with any applicable State or Federal laws relating to Conflicts of Interest.
  - 9. **Debarment Certification:** The Contractor, by signature to this Contract, certifies the Contractor, its Principals and any Subrecipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principals or Subrecipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
  - 10. **Disputes:** A Dispute Board shall determine disputes between the parties in the following manner: Each party shall appoint one member to the Dispute Board. The members appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Contract terms, and applicable statutes and rules and make a determination. This process shall constitute the final administrative remedy available to the parties. Each party reserves the right to litigate issues and matters in court de novo.
  - 11. **Entire Contract:** This Contract including all documents attached to or incorporated by reference; contain all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties.



12. **Governing Law, Venue, and Jurisdiction:** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in Yakima County Superior Court for the State of Washington.
13. **Independent Status:** For purposes of this Contract, the Contractor acknowledges that the Contractor is not an officer, employee, or agent of the County. The Contractor shall not hold out itself or any of its employees as, nor claim status as, an officer, employee, or agent of the County. The Contractor shall not claim for itself or its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Contractor shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees.

The parties agree that, for the purposes of this Contract, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.

14. **Inspection:** Either party may request reasonable access to the other party's records and place of business for the limited purpose of monitoring, auditing, and evaluating the other party's compliance with this Contract and applicable laws and regulations. During the term of this Contract and for one year following termination or expiration of this Contract, upon receiving reasonable written notice, the parties shall provide the other party with access to its place of business and to its records, which are relevant to its compliance with this Contract, and applicable laws and regulations. This provision shall not be construed to give either party access to the other party's records and place of business for any other purpose. Nothing herein shall be construed to authorize either party to possess or copy records of the other party.
15. **Indemnification, Defense, and Hold Harmless:** To the fullest extent permitted by law including RCW 4.24.115, the Contractor shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and volunteers from all claims, suits, or actions brought for injuries to, or death of, any persons, or damages arising from or relating to the Contractor's performance of this Agreement or in consequence of any negligence or breach of contract related to the Contractor's performance of this Agreement caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor related to performance of this Agreement.
16. **Contractor's Waiver of Employer's Immunity under Title 51 RCW:** Contractor intends that its obligations to indemnify, defend, and hold harmless set forth above in section 16 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, the Contractor specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers, and, solely for the purpose of enforcing the Contractor's obligations to indemnify, defend, and hold harmless set forth above in section 16, the Contractor specifically waives any immunity granted under the

state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Contractor shall similarly require that any subcontractor it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

17. **Insurance:**

- A. The County certifies that it is insured as a member of the Washington Counties Risk Pool, and is otherwise self-insured, and can pay for losses for which it is found liable.
- B. The Contractor shall, with insurance carriers with a Best Rating of A-VII or better, maintain occurrence based comprehensive general liability insurance and automobile liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as Workers Compensation Contingent Employers Liability with minimum limits of \$1,000,000 each accident or disease for each employee. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Prior to commencement of any work under this Agreement, the Contractor shall, provide proof of such insurance including all Certificates of Insurance and endorsements pertaining to such insurance, and if requested, any policy pertaining to insurance required under this Agreement.
- C. In the event the insurance coverage expires or lapses, the parties agree that the contractor shall have an affirmative duty to immediately notify Yakima County of such event. The parties agree that the agreement performance shall be immediately suspended, and payments shall cease, and contractor shall have 30 calendar days to proactively provide the county with a new proof of adequate current coverage. If the contractor fails to provide adequate proof of current coverage the agreement will be terminated.

18. **Maintenance of Records:** During the term of this Contract and per state law for seven years following termination or expiration of this Contract, both parties shall maintain records sufficient to:

- A. Document performance of all acts required by law, regulation, or this Contract;
- B. Demonstrate accounting procedures, practices, and records that sufficiently and properly document the Contractor's invoices to the County and all expenditures made by the Contractor to perform as required by this Contract.
- C. For the same period, the Contractor shall maintain records sufficient to substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance.



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

The Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

20. **Order of Precedence:** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
- A. Applicable federal and State of Washington statutes and regulations
  - B. Special Terms and Conditions of this Contract;
  - C. This Contract.
21. **Ownership of Material:** Copyright in all material created by the Contractor and paid for by the County shall be the property of the State of Washington. Both County and Contractor may use these materials and permit others to use them, for any purpose consistent with their respective missions as part of the State of Washington. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform this Agreement but is not created for or paid for by the County is owned by the Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants the County a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
22. **Responsibility:** Each party to this Contract shall be responsible for the negligence of its officers, employees, and agents in the performance of this Contract to the extent allowed by law. No party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not party to this Contract. The County and the Contractor shall cooperate in the defense of tort lawsuits, when possible. Both parties agree and understand that this provision may not be feasible in all circumstances. The County and the Contractor agree to notify the attorneys of record in any tort lawsuit where both are parties if either the County or the Contractor enters into settlement negotiations. It is understood that the notice shall occur prior to any negotiations, or as soon as possible, and the notice may be either written or oral.
23. **Severability:** The provisions of this Contract are severable. If any court holds any provision of this Contract, including any provision of any document incorporated by reference, invalid, that invalidity shall not affect the other provisions this Contract.



24. **Subcontracting:** The Contractor may not subcontract the services to be provided under this Contract, unless requested and approved in writing by the Director of the Department of Human Services or his assigns or unless otherwise specified in this Contract. If the County, the Contractor, and a subrecipient of the Contractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission from the contract, then the County shall be responsible for its proportionate share, and the Contractor shall be responsible for its proportionate share. Should the subrecipient be unable to satisfy its joint and several liability, the County and the Contractor shall share in the subrecipient's unsatisfied proportionate share in direct proportion to the respective percentage of their fault as found by the jury or trier of fact, to the extent allowed by law. Nothing in this term shall be construed as creating a right or remedy of any kind or nature in any person or party other than the County and the Contractor. This term shall not apply in the event of a settlement by either the County or the Contractor.

25. **Reporting Requirements:** The Contractor shall be responsible for providing reports to the County on a regular basis throughout the term of this Contract. Such reports shall include, but not be limited to, performance measures and outcomes identified in Exhibit A.

The County may require monthly reports; however, in such cases, the County shall provide the Contractor with at least 45 days' notice prior to the commencement of monthly reporting. In addition to the monthly reports, the County reserves the right to request ad hoc reports as needed, to monitor and assess performance or address specific concerns.

26. **Contract Management Standards:** The Contractor shall maintain accurate records to account for its expenditures and program performance. The County has the right to monitor and audit the finances of the Contractor to ensure actual expenditures remain consistent with the spirit and intent of this Agreement. The County designee may inspect and audit all records and other materials and the Contractor shall make such available upon request.

27. **Internal Auditing Controls:** The Contractor shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All Contractor records with respect to any matters covered by this Agreement shall be made available to the County, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

The Contractor must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the County's Contract Representative, designated on the Face Sheet of this Agreement within the earlier of thirty (30) days after receipt of the auditor's report, or no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all findings and Management Letters, not only those related to funding received from the County. The annual audit must include a management letter that addresses the adequacy of internal controls within the organization.

If this Agreement is funded by Federal sources as identified on the FACE SHEET, the Contractor shall comply with Federal audit requirements for agencies who expend in excess of



\$750,000 of federal funds. The County reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The Contractor that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the Contractor's most recent Audited Financial Statement to the County's Contract Representative, designated on the Face Sheet of this Agreement. The Contractor that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of Contractor's fiscal year end to the County's Contract Representative by mail.

The Contractor is responsible for any audit expenses incurred by its own organization or that of its Subcontractors and the County reserves the right to recover from the Contractor all disallowed costs resulting from the audit.

Failure of the Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

28. **Religious Activities:** The Contractor acknowledges no portion of the public funds shall be appropriated for or applied to any religious activity or essentially religious endeavors, including but not limited to religious worship, exercise or instruction.

The Contractor acknowledges that government-paid staff is prohibited from conducting religious activities during their on-duty grant funded hours.

ALL participation in religious activities by clients must be purely voluntary. Religious activities should be conducted in a place and in a manner that allows clients to opt in (such as going to a room or space separate from the main facility) and that does not stigmatize those who elect not to participate.

No services provided by the Contractor shall be denied due to person's religious affiliation or lack thereof.

29. **Survivability:** The terms and conditions contained in this Contract, which by their sense and context, are intended to survive the expiration of this particular Contract shall survive. Surviving terms include, but are not limited to Confidentiality, Disputes, Inspection, Maintenance of Records, Ownership of Material, Responsibility, Termination for Default, Termination Procedure, and Title to Property.
30. **Termination Due to Change in Funding:** If the funds upon which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the County may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
31. **Alternative use of Funding:** Yakima County at its sole discretion may choose to provide alternative funding sources to continue this contract if the original funds which the County relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding. Such decision to use alternative funding sources shall not abrogate Yakima County's right to terminate this contract under the

provisions set forth in item 30 above, and such decision to provide and/or continue such alternative funding shall be at the sole discretion of Yakima County and the contractor agrees to hold Yakima County harmless for such decision.

32. **Suspension or Termination:** The County may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms or this Agreement, which included but are not limited to the following:
- A. Failure to comply with the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, policies, or directives as may become applicable at any time;
  - B. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement including, but not limited to, the submission of any required documentation, certifications, or proof of compliance with contractual requirements, such as insurance certificates.
  - C. Ineffective or improper use of funds provided under this Agreement; and/or
  - D. Submission by the Contractor to the County reports that are incorrect or incomplete in any material respect.
  - E. Contractor's suspension, debarment, insolvency, or other actions of Contractor or Subcontractor(s) deemed to materially undermine the intent of providing services under the agreement between the parties.

If the Contractor fails to meet any obligation under this agreement the Contractor shall have thirty (30) calendar days from the date of written notice from Yakima County to remedy such deficiencies. If the Contractor fails to provide the required items within the 30-day period, the Agreement will automatically enter suspension status, during which Yakima County reserves the right to terminate the Agreement at any time;

During suspension status, Yakima County is under no obligation to release funds or provide resources under this Agreement.

Either party may terminate this Agreement by providing thirty (30) calendar days written notice sent by certified mail to the addresses listed on the Face Sheet.

If this Agreement is terminated for any reason, County shall pay only for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

The County reserves the right to terminate the contract immediately effective upon receipt of written notice to Contractor for any alleged material breach of the contract which may include alleged violations of Washington or Federal Law, and/or any other violation of the terms of this agreement that would materially frustrate the purpose of this contract and/or subject Yakima County to potential financial and/or tort liability.

33. **Title to Property:** Title to all property purchased or furnished by the County for use by the Contractor during the term of this Contract shall remain with the County. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the County under this Contract shall pass to and vest in the County. The



Contractor shall take reasonable steps to protect and maintain all the County property in its possession against loss or damage and shall return the County property to the County upon Contract termination or expiration, reasonable wear and tear excepted.

34. **Treatment of Client Property:** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property.

The Contractor shall provide clients under age 18 with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination or completion of this Contract, the Contractor shall promptly release to the client and/or the client's guardian or custodian all of the client's personal property. This section does not prohibit the Contractor from implementing such lawful and reasonable policies, procedures and practices as the Contractor deems necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting clients' access to, or possession or use of, lawful or unlawful weapons and drugs).

35. **Waiver:** Waiver of any breach or default on any occasion shall not be deemed a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract unless amended as set forth in Section 2, Amendment. Only the Director or designee has the authority to waive any term or condition of this Contract on behalf of the County.
36. **Notices:** Any demand, request or notice which either party desires or may be required to make or deliver to the other shall be in writing and shall be deemed delivered when personally delivered, or when delivered by private courier service (such as Federal Express), or three days after being deposited in the United States mail, in registered or certified format, return receipt requested, addressed to the representatives as identified on the Face Sheet of this agreement.

## EXHIBIT A

### SPECIAL TERMS & PERFORMANCE MEASURES

1. **Purpose of the Agreement:** The purpose of this Agreement is to support Citizens for Safe Yakima Valley Communities in implementing a Positive Social Norms (PSN) prevention campaign aimed at reducing youth substance use by correcting misperceptions about peer substance use, parental expectations, and community norms. The project seeks to prevent opioid and other substance misuse among middle school students in Yakima County through evidence-based public education strategies
2. **Program Delivery:** Safe Yakima Valley shall deliver a school-based Positive Social Norms campaign across seven middle schools in Yakima County. The program will include baseline and follow-up student surveys, youth engagement activities, and dissemination of culturally and developmentally appropriate prevention messaging designed to reflect accurate substance use norms among peers
3. **Key Activities:**

Safe Yakima Valley shall carry out the following activities:

  - Administer pre-intervention student surveys to measure attitudes, behaviors, and perceptions related to substance use
  - Analyze survey data to identify accurate social norms within each participating school
  - Convene youth advisory councils to inform campaign design and messaging
  - Develop and disseminate positive social norms prevention materials, including posters, announcements, and other school-based media
  - Rotate campaign messaging to maintain engagement and reduce message fatigue
  - Translate campaign materials into Spanish as needed to ensure equitable access
  - Administer post-intervention surveys approximately 12 months after campaign launch
  - Coordinate with participating schools to support implementation and survey administration
4. **Performance Measures:** Safe Yakima Valley shall submit quarterly performance reports to Yakima County Human Services. Performance will be measured using the following indicators:
  - Name of schools participating in the campaign
  - Number of students reached through prevention messaging
  - Completion of pre- and post-intervention surveys
  - Changes in student perceptions regarding peer substance use, parental rules, and social norms
  - Documented reduction in misperceptions related to substance use
  - Narrative summary of campaign implementation, successes, challenges, and lessons learned



**EXHIBIT B****BUDGET**

GRANTEE is authorized to spend no more than **TWENTY-FOUR THOUSAND FIFTY AND 00/100 DOLLARS (\$24,050) FROM January 1, 2026, through December 31, 2026.**

| <i>Category</i>                              | <i>Amount</i>   |
|----------------------------------------------|-----------------|
| <b><i>Year 1: 1/1/2026-12/31/2026</i></b>    |                 |
| Operations                                   | \$24,050        |
| <b>TOTAL YEAR 1</b>                          | <b>\$24,050</b> |
| <b><i>Year 2: 1/1/2027-12/31/2027***</i></b> |                 |
| Operations                                   | \$24,050        |
| <b>TOTAL YEAR 2</b>                          | <b>\$24,050</b> |
| <b>GRAND TOTAL:</b>                          | <b>\$48,100</b> |

***\*\*\*YEAR 2 FUNDS CONTINGENT ON PERFORMANCE OF YEAR 1*****1. Administrative (Indirect) Costs:**

- A. The Contractor may use a total of 10% for administrative (indirect). These costs must be substantially direct nexus between the new expanded program and cost.
- B. Contractors must incur administrative (indirect) costs proportionally with non-administrative (programmatic) costs. At no time may administrative costs exceed **10 percentage points above** the percentage of non-administrative costs expended.

*Example:* If 20% of non-administrative costs have been expended, administrative costs may not exceed 30% of the administrative budget.

**2. Non-Admin Expenses (Operations):**

- A. The sub-grantee will not be allowed to submit expenses for reimbursement for items not listed on the initial RFP application unless prior approved by Yakima County Human Services Finance Manager. Yakima County reserves the right to assign a more detailed line-item budget to sub-grantees that matches the initial RFP application. Request for line-item adjustments must be submitted through email to the Finance Manager.

3. Payment Procedures:

- A. Requests for reimbursement by the Contractor shall be submitted no more than once per month using the invoice form provided by the County.
- B. At the Contractor's first request for reimbursement, Yakima County Human Services will require detailed back-up documentation for all expenditures. On subsequent invoices, the monthly activity report and a printout from the Contractor's accounting system listing the expenditures charged against the contract will be acceptable. All back-up documentation must be available to the County and all other auditors, upon request. Reimbursement of expenditures for staff time spent on more than one source will require timesheets reflecting hours charged to the contract
- C. Monthly invoices and documentation must be submitted as follows:
  - Electronically: Submitted electronic invoices must be sent to [humanservicesinvoices@co.yakima.wa.us](mailto:humanservicesinvoices@co.yakima.wa.us) no later than the 25<sup>th</sup> of the month. If the 25<sup>th</sup> falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25<sup>th</sup> falls on a Sunday, invoices must be received by close of business the following Monday.
  - Original invoice via delivery: Upon request, a signed original hard copy of the invoice must be submitted to Human Services. The signed original invoice must be received no later than the 25<sup>th</sup> of the month to be paid on the County's next scheduled warrant date at the following address:

Yakima County Human Services  
223 N. 1st Street  
Yakima, WA 98901
- D. All late invoices will not be paid until the following month; The decision to approve or deny payment of claims for services submitted more than 60 days after the end of the invoice period shall rest solely with the Human Services Director; the Director's decision shall be final and not capable of right to appeal.
- E. Submitted invoices must explicitly allocate costs by contracted line items. The Contractor is responsible for ensuring submitted cost documentation is clearly associated with contracted line items. Invoices not meeting this requirement will be returned for correction (All submission deadlines still apply to invoices in need of correction).



- F. Invoices must be submitted with appropriate supporting documentation, including copies of receipts, as well as invoices and time and effort tracking as directed by the County's Fiscal Contact as designated on the Face Sheet of this agreement.
  - G. Submitted costs ineligible for reimbursement or not properly supported will be deducted from the Contractor's reimbursement. Contractor will be provided a summary of deductions and may opt to submit a supplemental invoice providing additional documentation before the next month's invoicing deadline for these costs only. Should a contractor opt not to re-invoice, these costs will be considered void as of the close of the next invoicing period.
  - H. Contractor may request a budget line item be adjusted by up to 10% of the total annual amount between line items. Unless otherwise restricted by funding authorities, the contractor may request costs be moved between existing contractual line items but may not deviate from the contractual budget by more than 10%. This request must be made in writing, is subject to approval by the Yakima County Human Services Director and shall not be construed to allow any modification contrary to other contract requirements in the General Terms, Special Terms, or referenced contractual documents.
  - I. All program or billing related questions must be submitted to your agency's designated program manager directly at the Yakima County Human Services Department.
4. Duplication of Billed Costs:
- A. The Subrecipient shall not bill the Agency for services performed under this contract, and the Agency shall not pay the Subrecipient, if the Subrecipient is entitled to payment or has been or will be paid by any other source, including grants, for that service.

## **EXHIBIT C**

### **ALLOWED USES OF FUNDS**

The Grantee agrees to comply with the allowed uses outlined in this exhibit. All activities, expenditures, and initiatives funded through this agreement must align with the purposes described in Exhibit C, as well as the general terms of the agreement and the goals outlined in the Grantee's proposal.



## OPIOID ABATEMENT STRATEGIES

### PART ONE: TREATMENT

#### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
  - a. Medication-Assisted Treatment (MAT);
  - b. Abstinence-based treatment;
  - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
  - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
  - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.



3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED**  
**(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.



17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

**D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
  - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.



5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

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| PART TWO: PREVENTION |
|----------------------|

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to



address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

**PART THREE: OTHER STRATEGIES**

**I. FIRST RESPONDERS**

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

**K. TRAINING**

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other



strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.



# EXHIBIT D - CERTIFICATE OF LIABILITY INSURANCE

SAFEVAL-01

DMUNYAKA

DATE (MM/DD/YYYY)

8/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Hub International Northwest LLC<br>3911 Castlevale Rd Ste 201<br>Yakima, WA 98902 | <b>CONTACT NAME:</b> CETNOW<br><b>PHONE (A/C, No, Ext):</b><br><b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> none@hub.com                                                                                                                                                                                                                                                                                                                                                                            |                               |        |                                                 |       |             |  |             |  |             |  |             |  |             |  |
|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------------------|-------|-------------|--|-------------|--|-------------|--|-------------|--|-------------|--|
| <b>INSURED</b><br><br>Safe Yakima Valley<br>10 N 9th St.<br>Yakima, WA 98901                         | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Mount Vernon Fire Insurance Company</td> <td>26522</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Mount Vernon Fire Insurance Company | 26522 | INSURER B : |  | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |  |
| INSURER(S) AFFORDING COVERAGE                                                                        | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                               |        |                                                 |       |             |  |             |  |             |  |             |  |             |  |
| INSURER A : Mount Vernon Fire Insurance Company                                                      | 26522                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |        |                                                 |       |             |  |             |  |             |  |             |  |             |  |
| INSURER B :                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                                 |       |             |  |             |  |             |  |             |  |             |  |
| INSURER C :                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                                 |       |             |  |             |  |             |  |             |  |             |  |
| INSURER D :                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                                 |       |             |  |             |  |             |  |             |  |             |  |
| INSURER E :                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                                 |       |             |  |             |  |             |  |             |  |             |  |
| INSURER F :                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                                 |       |             |  |             |  |             |  |             |  |             |  |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                                           | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                            | ADDL SUBR INSD WVD                                 | POLICY NUMBER                             | POLICY EFF (MM/DD/YYYY)                   | POLICY EXP (MM/DD/YYYY)                       | LIMITS                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------------|-------------------------------------------|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|------------|----------------------------|----------|------------------------------|--------------|--------------------------------|--------------|------------------------|----------|
| A                                                  | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> CLAIMS-MADE</td> <td><input checked="" type="checkbox"/> OCCUR</td> </tr> </table><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | <input type="checkbox"/> CLAIMS-MADE               | <input checked="" type="checkbox"/> OCCUR |                                           | NPP2583476C                                   | 9/9/2025                                                                                                                                                                                                                                                                                                                                                                                                                                             | 9/9/2026        | <table border="0" style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">\$ 100,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$ 5,000</td> </tr> <tr> <td>PERSONAL &amp; ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">Included</td> </tr> </table> | EACH OCCURRENCE | \$ 1,000,000                                                                                                                                                                                                                                                                                                                                                                                                            | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 | MED EXP (Any one person)   | \$ 5,000 | PERSONAL & ADV INJURY        | \$ 1,000,000 | GENERAL AGGREGATE              | \$ 2,000,000 | PRODUCTS - COMP/OP AGG | Included |
| <input type="checkbox"/> CLAIMS-MADE               | <input checked="" type="checkbox"/> OCCUR                                                                                                                                                                                                                                                                                                                                                    |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
| EACH OCCURRENCE                                    | \$ 1,000,000                                                                                                                                                                                                                                                                                                                                                                                 |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
| DAMAGE TO RENTED PREMISES (Ea occurrence)          | \$ 100,000                                                                                                                                                                                                                                                                                                                                                                                   |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
| MED EXP (Any one person)                           | \$ 5,000                                                                                                                                                                                                                                                                                                                                                                                     |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
| PERSONAL & ADV INJURY                              | \$ 1,000,000                                                                                                                                                                                                                                                                                                                                                                                 |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
| GENERAL AGGREGATE                                  | \$ 2,000,000                                                                                                                                                                                                                                                                                                                                                                                 |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
| PRODUCTS - COMP/OP AGG                             | Included                                                                                                                                                                                                                                                                                                                                                                                     |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
|                                                    | <b>AUTOMOBILE LIABILITY</b><br><table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY</td> <td><input type="checkbox"/> SCHEDULED AUTOS</td> </tr> <tr> <td><input type="checkbox"/> HIRED AUTOS ONLY</td> <td><input type="checkbox"/> NON-OWNED AUTOS ONLY</td> </tr> </table>                                                                | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY | <input type="checkbox"/> SCHEDULED AUTOS  | <input type="checkbox"/> HIRED AUTOS ONLY | <input type="checkbox"/> NON-OWNED AUTOS ONLY |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 | <table border="0" style="width: 100%;"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> </tr> </table> | COMBINED SINGLE LIMIT (Ea accident)       | \$         | BODILY INJURY (Per person) | \$       | BODILY INJURY (Per accident) | \$           | PROPERTY DAMAGE (Per accident) | \$           |                        |          |
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| COMBINED SINGLE LIMIT (Ea accident)                | \$                                                                                                                                                                                                                                                                                                                                                                                           |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
| BODILY INJURY (Per person)                         | \$                                                                                                                                                                                                                                                                                                                                                                                           |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
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| PROPERTY DAMAGE (Per accident)                     | \$                                                                                                                                                                                                                                                                                                                                                                                           |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
|                                                    | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                                                                                                                                  |                                                    |                                           |                                           |                                               | <table border="0" style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>AGGREGATE</td> <td style="text-align: right;">\$</td> </tr> </table>                                                                                                                                                                                                                                                     | EACH OCCURRENCE | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | AGGREGATE       | \$                                                                                                                                                                                                                                                                                                                                                                                                                      |                                           |            |                            |          |                              |              |                                |              |                        |          |
| EACH OCCURRENCE                                    | \$                                                                                                                                                                                                                                                                                                                                                                                           |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
| AGGREGATE                                          | \$                                                                                                                                                                                                                                                                                                                                                                                           |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
|                                                    | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                 |                                                    | N/A                                       |                                           |                                               | <table border="0" style="width: 100%;"> <tr> <td>PER STATUTE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>OTH-ER</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$</td> </tr> </table> | PER STATUTE     | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | OTH-ER          | \$                                                                                                                                                                                                                                                                                                                                                                                                                      | E.L. EACH ACCIDENT                        | \$         | E.L. DISEASE - EA EMPLOYEE | \$       | E.L. DISEASE - POLICY LIMIT  | \$           |                                |              |                        |          |
| PER STATUTE                                        | \$                                                                                                                                                                                                                                                                                                                                                                                           |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
| OTH-ER                                             | \$                                                                                                                                                                                                                                                                                                                                                                                           |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
| E.L. EACH ACCIDENT                                 | \$                                                                                                                                                                                                                                                                                                                                                                                           |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
| E.L. DISEASE - EA EMPLOYEE                         | \$                                                                                                                                                                                                                                                                                                                                                                                           |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |
| E.L. DISEASE - POLICY LIMIT                        | \$                                                                                                                                                                                                                                                                                                                                                                                           |                                                    |                                           |                                           |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                                                                                                                                                                                                                                                                                                                                                                                         |                                           |            |                            |          |                              |              |                                |              |                        |          |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

|                                                            |                                                                                                                                                                                                 |
|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Yakima County Human Services<br>128 N 2nd St #225<br>98901 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |
|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|





# 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: Nitasha Allgaier  
Department: Public Services  
Requested Agenda Date: January 27, 2026  
Presenting: David Haws

Board of County Commissioners Record Assigned

#

032 - 2026

### Action Requested – Check Applicable Box:



PASS RESOLUTION



EXECUTE or AMEND



PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT



ISSUE PROCLAMATION



OTHER \_\_\_\_\_

### Document Title:

In the matter of accepting as complete, Contract No. C25030-P for Terrace Heights Landfill Emergency Pump Repair.

### Background Information:

Yakima County Public Services entered into a contract per Emergency Declaration RESO221-2025 with Schneider Water Services to replace and install Water Pump to restore water to the Terrace Heights Landfill. The contract is now complete. Final contract cost is \$49,731.84.

### Describe Fiscal Impact:

Project is complete.

### Summary & Recommendation:

Public Services recommends the Commissioners approval to accept contract #C25030-P as complete.

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. C25030-P  
TERRACE HEIGHTS LANDFILL PUMP  
EMERGENCY REPAIR**

**032 - 2026**

**WHEREAS**, the Public Services Director has certified that Contract C25030-P to replace and install the well pump to restore water to the Terrace Heights Landfill has been completed by the Contractor, Schneider Water Services in accordance with the contract; **and**,

**WHEREAS**, The original contract amount was \$52,404.20 including applicable sales tax. The final contract amount is \$49,731.84, creating an underrun of \$2,672.36 on the original contract amount; **and**,

**WHEREAS**, the contractor has submitted their final invoice; **now, therefore**,

**BE IT HEREBY RESOLVED** by the Board of Yakima County Commissioners, being fully advised, that contract No. C25030-P be accepted as satisfactorily completed.

**DONE**      JAN 27 2026

*Attest:*

\_\_\_\_\_  
LaDon Linde, Chair

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

\_\_\_\_\_  
Kyle Curtis, Commissioner

\_\_\_\_\_  
Amanda McKinney, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*



**INTERDEPARTMENTAL CORRESPONDENCE**

DATE: January 10, 2026  
TO: Board of County Commissioners  
FROM: David Haws  
Public Services Director  
RE: Project Completion Report: Contract No. C25030-P  
Project Number: N/A  
Project Name: Terrace Heights Landfill Emergency Pump Repair

I certify that Contract No. C25030-P, consisting of the replacement and installation of the well's water pump at the Terrace Heights Landfill has been completed by the Contractor Schneider Water Services, 21881 River Road NE, St Paul, OR 97137 in accordance with the contract.

The original contract amount was \$52,404.20 including applicable sales tax. The final contract amount is \$49,731.84, creating an underrun of \$2,672.36 on the original contract amount;

I recommend Contract No. C25030-P be accepted as complete by the Board of County Commissioners.

DH: NA: MD

WELL DRILLING  
PUMPS • CONTROLS  
SALES & SERVICE

SAINT PAUL, OR  
(503) 633-2666



21881 River Road NE - St. Paul, OR 97137  
schneiderwater.com

SINCE 1945  
OR CCB No. 39265  
WA SCHNEE1940R8

RICHLAND, WA  
(509) 943-0331

INVOICE TO: Terrace Heights Landfill  
Remove old pump, pump evaluation and pump installation  
PROJECT: 7151 Roza Hill Dr  
Yakima, WA 98901

INVOICE NO: 15988 ✓  
DATE: 11/30/2025 ✓  
PROGRESS BILLING NO: Final  
WORK COMPLETED THROUGH: 11/19/2025

| Item                   | Description                                    | Est Qty | Units | Unit \$      | Amount       |
|------------------------|------------------------------------------------|---------|-------|--------------|--------------|
| 5                      | New FloWay FW9LC with 16 stages, 2 line shafts | 1       | LS    | \$ 32,208.00 | \$ 32,208.00 |
| 6                      | Pump Installation                              | 1       | LS    | \$ 6,560.00  | \$ 6,560.00  |
| 7                      | Motor evaluation & reconditioning              | 1       | LS    | \$ 2,000.00  | \$ 2,000.00  |
| 8                      | Discharge head sandblast and paint             | 1       | LS    | \$ 2,000.00  | \$ 2,000.00  |
| 9                      | Oil clean-up and chlorination                  | 1       | LS    | \$ 3,280.00  | \$ 3,280.00  |
| Total Amount Completed |                                                |         |       |              | \$ 46,048.00 |

Contract # C25030-P  
THLF Pump Emergency  
Repair 12/22/25

|                         | TOTAL        | PREVIOUS | BALANCE      |
|-------------------------|--------------|----------|--------------|
| Amount Completed        | \$ 46,048.00 |          | \$ 46,048.00 |
| Sales Tax (8.0%)        | 3683.84      | \$ -     | \$ 3,683.84  |
| Retainage (0%)          | \$ -         | \$ -     | \$ -         |
| AMOUNT DUE THIS BILLING |              |          | \$ 49,731.84 |

Notes:

\*\* SEI TERMS - 9/21/2016 apply and copy received. Parties agree that all terms are conspicuous.

THANK YOU!

Spend Category: SC4890  
Fund: 5805800  
Cost Center: CL580100  
BASUB: B51820040  
Project: FS115-maint  
Location: \_\_\_\_\_  
Funded By: TI per Brian C.  
Date: 12/19/25





# 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: Sarah Ehmer  
 Department: Public Services  
 Requested Agenda Date: 1/27/2026  
 Presenting: David Haws

Board of County Commissioners Record Assigned

#

BOCC Agreement

**0 1 2 - 2 0 2 6**

Yakima County, WA

### Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☒ EXECUTE or AMEND

☐ PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

☐ ISSUE PROCLAMATION

☐ OTHER \_\_\_\_\_

### Document Title:

RCO Grant Agreement, Project # 25-1186P, for the Blue Slough Causeway Removal Conceptual Design

### Background Information:

The Board of County Commissioners authorized Mary Jo Barker to apply for funds through the Washington State Recreation and Conservation Office grant program on 4/15/2025 under Resolution 089-2025. This grant was awarded on 9/16/2025. This request is for the Board of County Commissioners to sign the RCO Grant Agreement and accept the associated \$190,000 of funding for the Blue Slough Causeway Removal Conceptual Design Project.

### Describe Fiscal Impact:

\$190,000 of grant money to fund cultural resource survey, wetland delineation, establish restoration criteria, hiring a consultant to develop a feasibility assessment report to prioritize barriers for removal, identify 3-4 restoration alternatives and advance the preferred alternative to conceptual design.

### Summary & Recommendation:

Execute grant agreement

  
 Department Head/Elected Official Signature

  
 Corporate Counsel Initial (for Agreements Only)







## RCO Grant Agreement

**Project Sponsor:** Yakima County

**Project Number:** 25-1186P

**Project Title:** Blue Slough Causeway Removal Conceptual Design

**Approval Date:** 09/16/2025

### PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Yakima County (Sponsor, and primary Sponsor), 128 N Second St, Yakima, WA 98901, and shall be binding on the agents and all persons acting by or through the parties.

The Sponsor's Unique Entity ID (UEID) Number is PISDBNX9U258.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

### PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the General Fund - Federal of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

### DESCRIPTION OF PROJECT

Yakima County, in partnership with Yakama Nation and the US Bureau of Reclamation, will evaluate and assess potential to improve habitat and fish passage by excavating causeways along Blue Slough, a 5.6 mile side channel of the Yakima River in the City of Yakima. Work will include establishing restoration criteria, conducting a cultural resources survey and wetland delineations, and hiring a consultant to develop a Feasibility Assessment report to prioritize barriers, identify 3-4 restoration alternatives, and advance the preferred alternative to conceptual design per SRFB Manual 18 Appendix D. Currently a number of causeways separate sections of sheet water from Sportsman State Park to its confluence near Union Gap at Thorp Road. The goal is to make progress towards a future floodplain restoration project that when constructed will reduce the severity of flood events and help maintain consistent flow through the side channel year-round, providing a robust riparian habitat and making Blue Slough a more suitable migratory habitat for rearing and spawning salmonids. Blue Slough is an extension of the Gap-to-Gap Project, which is a project with the Army Corps of Engineers involving a levee setbacks and large-scale channel improvement of the Yakima River.

### PERIOD OF PERFORMANCE

The period of performance begins on October 1, 2025 (project start date) and ends on October 31, 2029 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.



The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

#### STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

#### LONG-TERM OBLIGATIONS

For this planning project, the sponsor's on-going obligation shall be the same as the period of performance identified in the Period of Performance section.

#### PROJECT FUNDING

The total grant award provided for this project shall not exceed \$190,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

|                                | Percentage | Dollar Amount | Source of Funding |
|--------------------------------|------------|---------------|-------------------|
| SRFB - Salmon Federal Projects | 100.00%    | \$190,000.00  | Federal           |
| Total Project Cost             | 100.00%    | \$190,000.00  |                   |

At the direction of the legislature and RCO best practices, sponsors must utilize the project funds in a timely and efficient manner in accordance with the project milestones set forth in this Agreement. Projects not aptly progressing towards completion may have funding rescinded.

#### FEDERAL FUND INFORMATION

If federal funding information is included in this section, this project is funded by, matched by, and/or funded in part by the following federal award, or subaward:

Federal Agency: US Dept of Commerce  
 Assistance Listing Number and Name: 11.438 - PCSRF  
 Federal Award Identification Number: NA25NMF438G0002  
 Federal Fiscal Year: 2025  
 Federal Award Date: 09/17/2025  
 Total Federal Award: \$21,367,834  
 Federal Award Project Description: FY2025 Pacific Coastal Salmon Recovery

Sponsor's Indirect Cost Rate: 0.00% of All costs for this agreement

This funding is not research and development (R&D).

If the Sponsor's total federal expenditures are \$750,000 or more during the Sponsor's fiscal-year, the Sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200 (as updated). The Sponsor must provide a copy of the final audit report to RCO within nine months of the end of the Sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

Sponsor shall comply with the federal "Omni-circular" (2 C.F.R. Part 200).

RCO may suspend all reimbursements if the Sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any and all RCO Agreement(s) with the Sponsor if such noncompliance is not promptly cured.

#### RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.



## AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

## COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 420, SRFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Reimbursements - Manual 8
- Salmon Recovery Grants - Manual 18

## SPECIAL CONDITIONS

### ALTERNATIVES & PREFERRED ALTERNATIVE DESIGN REVIEW

The SRFB Review Panel conditions this project for review and approval of the Alternatives Assessment and selection of a preferred alternative as outlined in Manual 18 Appendix D "2.b. Alternative Assessment and Selection" prior to advancing to conceptual design development. This includes the following: technical memo or design report with the alternatives analysis and selection criteria and rationale, all supporting technical documents, and proposed or selected alternative.

Specific issues:

1. The alternatives need to identify transportation needs and opportunities for access other than crossing Blue Slough in multiple locations.
2. Strategies for dealing with invasive fish and vegetation that could affect fish.

Please also include a description of goals of headgate management to control flooding, and what measures are being considered to allow seasonal habitat forming high flows to benefit the Blue Slough reach.

The SRFB Review Panel will have the opportunity to provide technical input into the selection of the preferred alternative and design. The SRFB Review Panel will provide comments to the sponsor in 30 days or less, from the time materials are received. Please account for this review timing in your project delivery schedule.

## SPECIAL CONDITIONS - CULTURAL RESOURCES

CONDITION APPLIES TO THE FOLLOWING AREA(S): WS1

**Federal - Federal Lead: Evidence of compliance required:** Based on the information provided in your application, this project appears to be subject to Section 106 of the National Historic Preservation Act; therefore, exempting it from review in accordance with the State's Executive Order 2102 (EO2102) process. For this project to be exempted from EO2102 review, the Area of Potential Effect (APE) must fully align with the lead federal agency's jurisdiction authority and include all project actions included in this agreement (staging, demolition, fencing, restoration, etc.). The sponsor is encouraged to



work with the lead federal agency to align the Section 106 APE with the scope of work subject to this project agreement. If the APE does not include all activities subject to this project agreement, promptly notify the RCO grant manager, as this will require RCO to initiate cultural resources consultation following EO2102 for those activities not included in the federal APE. RCO will withhold reimbursement of development or restoration expenditures until this requirement is met. For acquisition and planning projects, final payment will be withheld until evidence of cultural resources review is provided. All cultural resources work must meet reporting guidelines outlined by the Department of Archaeology and Historic Preservation and federal regulations. If archaeological materials or human remains are discovered within the project area, work in the immediate vicinity must stop, and the Sponsor must ensure compliance with the provisions found in this agreement and under state and federal law.

#### AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

##### Sponsor Project Contact

Sarah Ehmer  
Natural Resource Specialist  
128 N 2nd St  
Yakima, WA 98901  
sarah.ehmer@co.yakima.wa.us

##### RCO Contact

Elizabeth Butler  
Outdoor Grants Manager  
PO Box 40917  
Olympia, WA 98504-0917  
elizabeth.butler@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

#### ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

#### EFFECTIVE DATE

Unless otherwise provided for in this Agreement, this Agreement, for Project 25-1186, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

#### Yakima County

By: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

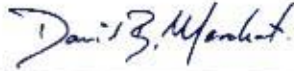
**State of Washington Recreation and Conservation Office  
On behalf of the Salmon Recovery Funding Board (SRFB or  
funding board)**

**By:** \_\_\_\_\_

Megan Duffy  
Director  
Recreation and Conservation Office

**Date:** \_\_\_\_\_

**By:** Pre-approved as to form:



Assistant Attorney General

**Date:** 01/31/2025





## RCO Grant Agreement

**Project Sponsor:** Yakima County  
**Project Title:** Blue Slough Causeway Removal Conceptual Design

**Project Number:** 25-1186P  
**Approval Date:** 09/16/2025

## Eligible Scope Activities

### ELIGIBLE SCOPE ACTIVITIES

#### Planning Metrics

##### Worksite #1, Blue Slough

Targeted salmonid ESU/DPS (A.23):  
 Targeted species (non-ESU species):  
 Area Encompassed (acres) (B.0.b.1):

Chinook Salmon-identified ESU  
 Lamprey  
 65.0  
 30 acres floodplain 5 acres causeway 30 acres  
 riparian Footprint is estimated  
 2.00

Miles of Stream and/or Shoreline Affected (B.0.b.2):

#### Design for Salmon restoration

##### Conceptual Design (B.1.b.11.a RCO)

Project Identified in a Plan or Watershed Assessment. (2457)  
 (B.1.b.11.a):  
 Priority in Recovery Plan (2458) (B.1.b.11.b):

None

Yakima Steelhead Recovery Plan, p. 156 (Lower  
 mainstem action #6)

#### Cultural Resources

##### Cultural resources



## RCO Grant Agreement

Project Sponsor: Yakima County

Project Number: 25-1186P

Project Title: Blue Slough Causeway Removal Conceptual Design

Approval Date: 09/16/2025

## Project Milestones

## PROJECT MILESTONE REPORT

| Complete | Milestone                     | Target Date | Comments/Description                                                                                                                                                                                                                                            |
|----------|-------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| X        | Project Start                 | 10/01/2025  |                                                                                                                                                                                                                                                                 |
|          | Special Conditions Met        | 01/30/2026  | Review and prepare to clear the SRFB Technical Review Panel Special Condition "Alternatives & Preferred Alternative Design Review" Note detailed content request, and include in your Design Consultant contract.                                               |
|          | Cultural Resources            | 01/30/2026  | Review Cultural Resources Special Condition to the Grant Agreement and prepare to document Section 106 Consultation once complete, OR let your grants manager know if the APE doesn't fully align with the lead federal agency so RCO can initiate consultation |
|          | Data Gathering Started        | 01/30/2026  | Review Manual 18 Appendix D to become familiar with the SRFB design deliverable requirements. Incorporate these into design consultant RFQ/P.                                                                                                                   |
|          | Other                         | 01/30/2026  | Attach the WDFW Barrier Evaluation Forms to the project in PRISM, if not already attached.                                                                                                                                                                      |
|          | Other                         | 02/13/2026  | Kickoff meeting: Assemble Technical Advisory Group (with Lead Entity participation and other stakeholders)                                                                                                                                                      |
|          | Progress Report Due           | 02/13/2026  | Early and quick progress report to attach barrier eval and confirm CR special condition doesn't require RCO to lead consultation for portion of APE.                                                                                                            |
|          | RFP Complete/Consultant Hired | 02/15/2026  | Wetland Ecologist                                                                                                                                                                                                                                               |
|          | RFP Complete/Consultant Hired | 02/15/2026  | Archaeologist                                                                                                                                                                                                                                                   |
|          | Other                         | 04/15/2026  | Title review of each causeway being evaluated in this assessment as an initial step in this project to confirm real property rights holders are included in the planning effort & no fatal flaws for future restoration.                                        |
|          | Other                         | 05/15/2026  | Attach a Landowner Certification for each causeway (or one form that addresses each)                                                                                                                                                                            |
|          | Cultural Resources Documents  | 06/30/2026  | Evidence of Section 106 consultation completed, attached to the project as part of a progress report.                                                                                                                                                           |
|          | Annual Project Billing Due    | 06/30/2026  |                                                                                                                                                                                                                                                                 |
|          | Progress Report Due           | 06/30/2026  |                                                                                                                                                                                                                                                                 |
|          | RFP Complete/Consultant Hired | 08/15/2026  | Planning + Design Consultant                                                                                                                                                                                                                                    |
|          | Other                         | 09/15/2026  | Wetland Delineation complete (occurs concurrently with Cultural Resources Monitoring)                                                                                                                                                                           |
|          | Other                         | 09/30/2026  | Solicit feedback from Yakama Nation on results of wetland delineation and cultural resources survey.                                                                                                                                                            |
|          | Other                         | 09/30/2026  | Technical Advisory Group meeting + Yakama Nation for check-in                                                                                                                                                                                                   |
|          | Cultural Resources Study      | 09/30/2026  | If completed and funded by this project, attach in PRISM.                                                                                                                                                                                                       |
|          | Cultural Resources Complete   | 09/30/2026  | Allow 60-90 days for RCO to complete consultation. Must occur prior to beginning ground disturbance.                                                                                                                                                            |
|          | Progress Report Due           | 12/31/2026  |                                                                                                                                                                                                                                                                 |
|          | Other                         | 06/01/2027  | Technical Advisory Group meeting + Yakama                                                                                                                                                                                                                       |



|                            |            |                                                                                                                                                                                                                                                        |
|----------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Draft Plan to RCO          | 06/01/2027 | Nation for check-in<br>Alternatives Analysis and Feasibility Report Draft (includes 3-4 design alternatives) See SRFB Manual 18 Appendix D Design Deliverables standards.                                                                              |
| Special Conditions Met     | 06/02/2027 | Grant Manager provides Alternatives Assessment + Feasibility with Preferred Alternative Report to SRFB Technical Review Panel - stop work until comments are back.                                                                                     |
| Annual Project Billing Due | 06/30/2027 |                                                                                                                                                                                                                                                        |
| Progress Report Due        | 06/30/2027 |                                                                                                                                                                                                                                                        |
| Special Conditions Met     | 07/15/2027 | SRFB Tech Review Panel clears design review condition, or requests additional information (note submitting docs for review during the SRFB grant round can cause delays in SRFB Tech Review, so consider submitting earlier in the year or after Sept) |
| Other                      | 08/30/2027 | TAG + Yakama Nation Feedback on Draft Assessment + Feasibility Study                                                                                                                                                                                   |
| Final Plan to RCO          | 09/27/2027 | Final Assessment + Feasibility Study                                                                                                                                                                                                                   |
| Other                      | 09/30/2027 | Technical Advisory Group meeting + Yakama Nation for check-in                                                                                                                                                                                          |
| Draft Design to RCO        | 12/30/2027 | 30% Conceptual Design per Manual 18 Appendix D (Plan Set + Basis of Design Report)                                                                                                                                                                     |
| Progress Report Due        | 12/31/2027 |                                                                                                                                                                                                                                                        |
| Other                      | 03/30/2028 | Technical Advisory Group meeting + Yakama Nation for check-in                                                                                                                                                                                          |
| Conceptual Design          | 03/30/2028 | Updated Conceptual Design given TAG and YN review                                                                                                                                                                                                      |
| Final Design to RCO        | 05/30/2028 | Conceptual Design (Per Manual 18 Appendix D)                                                                                                                                                                                                           |
| Progress Report Due        | 06/30/2028 |                                                                                                                                                                                                                                                        |
| Annual Project Billing Due | 06/30/2028 |                                                                                                                                                                                                                                                        |
| Final Report Due           | 09/29/2028 | Drafted in PRISM; wait to submit until final bill is submitted                                                                                                                                                                                         |
| Final Billing Due          | 12/01/2028 |                                                                                                                                                                                                                                                        |
| Progress Report Due        | 12/31/2028 |                                                                                                                                                                                                                                                        |
| Progress Report Due        | 06/30/2029 |                                                                                                                                                                                                                                                        |
| Agreement End Date         | 10/31/2029 | PROJECT CLOSING. All expenditures must be prior to this date                                                                                                                                                                                           |



## RCO Grant Agreement

**Project Sponsor:** Yakima County  
**Project Title:** Blue Slough Causeway Removal Conceptual Design

**Project Number:** 25-1186P  
**Approval Date:** 09/16/2025

# Standard Terms and Conditions of the Recreation and Conservation Office

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## STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 10/08/2025.

## CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

**Agreement, terms of the Agreement, or project agreement** – The document entitled "RCO GRANT AGREEMENT" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

**applicable manual(s), manual** – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the "RCO director" for the term "board" in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

**applicable WAC(s)** – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for the term "board" or "agency" in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

**applicant** – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

**application** – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

**Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**C.F.R.** – Code of Federal Regulations

**completed project or project completion** – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

**contractor** – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

**Cultural Resources** – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

**director** – The chief executive officer of the Recreation and Conservation Office or that person's designee.

**effective date** – The date when the signatures of all parties to this agreement are present in the agreement.

**equipment** – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level

established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

**funding board or board** – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

**Funding Entity** – the entity that approves the project that is the subject to this Agreement.

**grant program** – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

**indirect cost** – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. 200 as updated).

**long-term obligations** – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

**landowner agreement** – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

**match or matching share** – The portion of the total project cost provided by the Sponsor.

**milestone** – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

**Office** – Means the Recreation and Conservation Office or RCO.

**pass-through entity** – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

**period of performance** – The period beginning on the project start date and ending on the project end date.

**planning project** – A project that results in one or more of the following: 1) a study, a plan, assessment, project design, inventory, construction plans and specifications, and permits; or 2) a project that provides money to facilitate the work of an organization engaged in planning and coordination, or resource stewardship.

**pre-agreement cost** – A project cost incurred before the period of performance.

**primary Sponsor** – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

**project** – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

**project area** – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project.

**project completion or completed project** – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

**project cost** – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).



**project end date** – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

**project start date** – The specific date identified in the Agreement on which the period of performance starts.

**RCO** – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

**RCW** – Revised Code of Washington

**reimbursement** – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

**renovation project** – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

**secondary Sponsor** – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

**Sponsor** – A Sponsor is an organization that is listed in and has signed this Agreement.

**Sponsor Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**SRFB** – Salmon Recovery Funding Board

**subaward** – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any 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 or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

**subrecipient** – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an 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 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

**tribal consultation** – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

**useful service life** – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

**WAC** – Washington Administrative Code.

## PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.



## **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

## **RESPONSIBILITY FOR PROJECT**

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

## **INDEMNIFICATION**

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.



## INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

## CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52, or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

## COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
  - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party



that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

## ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
  - 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. **Costs associated with project review and evaluation of archeology and cultural resources** are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.
- F. **Inadvertent Discovery Plan.** The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:
  - 1) Keep the IDP at the project site.
  - 2) Make the IDP readily available to anyone working at the project site.
  - 3) Discuss the IDP with staff and contractors working at the project site.
  - 4) Implement the IDP when cultural resources or human remains are found at the project site.
- G. **Inadvertent Discovery**
  - 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
  - 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
    - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).
    - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over



the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

## RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. In order to satisfy 15 CFR 24.42(b) & (c) and 2 CFR 200 (as updated), for projects that contain Pacific Coast Salmon Recovery Funds or are used as match to Pacific Coast Salmon Recovery Funds the sponsor shall retain records for a period of nine years from the date RCO deems the project complete as defined in the PROJECT REIMBURSEMENTS Section.
- D. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- E. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

## PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in the FEDERAL FUND INFORMATION Section are ineligible unless approved by the federal award agency (2 C.F.R. § 200.458 (2013)).
- E. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.



## PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
  - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
  - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
- E. **Requirements for Federal Subawards: Match.** The Sponsor's matching share must comply with 2 C.F.R. Part 200 (as updated). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor's matching share when such contributions meet all of the following criteria:
  - 1) Are verifiable from the non-Federal entity's (Sponsor's) records;
  - 2) Are not included as contributions for any other Federal award;
  - 3) Are necessary and reasonable for accomplishment of project or program objectives;
  - 4) Are allowable under 2 C.F.R. Part 200 as updated;
  - 5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
  - 6) Are provided for in the approved budget when required by the Federal awarding agency identified in the FEDERAL FUND INFORMATION Section of this Agreement; and
  - 7) Conform to other provisions of 2 C.F.R. Part 200 (as updated) as applicable.
- F. **Requirements for Federal Subawards: Close out.** Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:
  - 1) Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.
  - 2) Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
  - 3) Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
  - 4) Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).



## RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.
- C. **Requirements for Federal Subawards.** RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R. §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

## COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

## INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
  - 1) The Sponsor's matching resources;
  - 2) The project's total cost;
  - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
  - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
  - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
  - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Requirements for Federal Subawards.** Requirements for Federal Subawards. Sponsors must also comply with program income requirements (see 2 C.F.R. Part 200 (as updated) for federal awards).

## PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
  - 1) Publish a notice to the public requesting bids/proposals for the project;
  - 2) Specify in the notice the date for submittal of bids/proposals;
  - 3) Specify in the notice the general procedure and criteria for selection; and



- 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
- 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

#### **B. Requirements for Federal Subawards.**

- 1) For all Federal subawards, non-Federal entities (Sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).

### **TREATMENT OF EQUIPMENT AND ASSETS**

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.
- C. **Requirements for Federal Subawards.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013) as updated and amended):
  - 1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
  - 2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
  - 3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
  - 4) Adequate maintenance procedures must be developed to keep the property in good condition.
  - 5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

### **RIGHT OF INSPECTION**

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

### **STEWARDSHIP AND MONITORING**

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.



## ACKNOWLEDGMENT AND SIGNS

- A. **Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:

- 1) The fund source;
- 2) The percentage of the total costs of the project that is financed with federal money;
- 3) The dollar amount of federal funds for the project; and
- 4) The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

## PROVISIONS FOR FEDERAL SUBAWARDS

The following shall apply, as applicable by federal law, rule, policy waiver, or presidential executive order:

- A. **Sub-Recipient** (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 (as updated). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. **Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, Build America, Buy America Act, Pub. L. No. 117-58, Section 70901-52.** Subrecipients must comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project. The Act requires the following Buy America preference:
- 1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - 2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
  - 3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.
  - 4) Subject to subsequent approved federal agency specific waivers.
- C. **Binding Official.** Per 2 CFR 200 (as updated), as updated, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: "To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- D. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200 (as updated).
- 1) **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.



- 2) **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

- E. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in the Federal Fund Information Section.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.

- F. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- G. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- H. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

- I. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.



- J. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- K. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R. § 200.310 (2013)).
- L. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- M. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R. 200.

#### PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

#### ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding state executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

#### LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

#### WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's



designee, and attached as an amendment to the original Agreement.

#### **APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH**

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

#### **SPECIFIC PERFORMANCE**

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

#### **TERMINATION AND SUSPENSION**

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

##### **A. For Cause.**

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
  - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
  - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
  - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

**B. For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

##### **C. Rights and Remedies of the RCO.**

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for



substantially the entire period of performance and of long-term obligation.

- D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

#### DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

#### ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

#### GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State

of Washington and agrees to venue as set forth above.

**SEVERABILITY**

The provisions of this Agreement 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 Agreement.

**END OF STANDARD TERMS AND CONDITIONS**

This is the end of the Standard Terms and Conditions of the Agreement.



# BOARD OF YAKIMA COUNTY COMMISSIONERS AGREEMENT

**Agreement Number**

BOCC Agreement

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Yakima County, WA

## BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
LaDon Linde, Chair

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

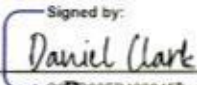
\_\_\_\_\_  
Kyle Curtis, Commissioner

**DATED:** JAN 27 2026

*Attest:*

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

**Approved as to Form:**

Signed by:  
  
\_\_\_\_\_  
~~Deputy Prosecuting Attorney~~

|                                                                                   |                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <h2 style="margin: 0;">BOARD OF YAKIMA COUNTY COMMISSIONERS</h2> <h3 style="margin: 5px 0 0 0;">Agenda Request Form (ARF)</h3> <p style="margin: 10px 0 0 0;"><i>Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.</i></p> |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                     |                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Prepared by:</b> <u>Nitasha Allgaier</u></p> <p><b>Department:</b> <u>Public Services</u></p> <p><b>Requested Agenda Date:</b> <u>1/27/26</u></p> <p><b>Presenting:</b> <u>David Haws</u></p> | <p><i>Board of County Commissioners Record Assigned</i></p> <p># <span style="font-size: 1.5em;">BOCC Agreement</span></p> <p style="font-size: 2em; font-weight: bold;">0 1 3 - 2 0 2 6</p> <p>Yakima County, WA</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Action Requested – Check Applicable Box:**

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

**Document Title:**  
 Execute Amend#1 to Professional Services Agreement #C25023-P with Epic Land Solutions Inc.

**Background Information:**  
 The Consultant will provide real estate services and right-of-way acquisition tasks in connection with Yakima County Public Services Water Resources Division Shaw and Wide Hollow Creeks Flood Control Project. Parcels have been added for appraisal and acquisition in excess of the original amount within estimate of costs. Amend #1 adds \$45,000 to the contract amount to cover the additional parcels and Appraisal Reports.

**Describe Fiscal Impact:**  
 Adds \$45,000.00. Department of Ecology & FEMA Grant funded.

**Summary & Recommendation:**  
 Yakima County Public Services recommends the Commissioners consideration to execute Amendment #1 for agreement# C25023-P with Epic Land Solutions Inc.

|                                                                                                                                                   |                                                                                                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>_____<br><b>Department Head/Elected Official Signature</b> | <div style="border: 1px solid black; padding: 2px; display: inline-block;">Initial<br/>DC</div><br>_____<br><b>Corporate Counsel Initial (for Agreements Only)</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**PROFESSIONAL SERVICES AGREEMENT #C25023-P  
AMENDMENT #1**

**THIS AMENDMENT** is made to the Professional Services Agreement dated October 14, 2025 between the County of Yakima, Washington (hereinafter called the "**County**") whose address is Yakima County Courthouse, 128 North Second Street, Fourth Floor, Yakima, Washington 98901, and Epic Land Solutions Inc. (hereinafter called the "**Contractor**") whose address is 3850 Vine Street Suite 200, Riverside, CA 92507.

It is mutually agreed that the above referenced Agreement is amended as follows:

1. Adds \$45,000 to the contract total to include parcel appraisal reports in addition to appraisal reviews, increasing the total number of appraisal reports and reviews from 10 to 22, and additional consultation support necessary for project progression and completion. Total contract amount is \$295,000.
2. Adjustment on scope to include Appraisal Reports.

All other aspects of the contract remain the same.

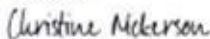
IN WITNESS WHEREOF, the County and the Contractor have executed this amendment as of the date and year last written.

**CONTRACTOR**

Epic Land Solutions,  
Inc.

\_\_\_\_\_  
Company Name

Signed by:



\_\_\_\_\_  
Signature

Christine Nickerson

\_\_\_\_\_  
Signer's name printed or typed



December 18, 2025

Yakima County Water Resources  
Attn: Jason Gonsalves & Troy Havens  
128 N 2nd Street  
Yakima, WA 98901

Via Email: [jason.gonsalves@co.yakima.wa.us](mailto:jason.gonsalves@co.yakima.wa.us)

RE: Right of Way Scope of Work/Fee Amendment #1  
Yakima County Water Resources Shaw Creek Relocation Channel and Conveyance Improvement Project

Dear Jason,

Epic Land Solutions, Inc. ("Epic"), is pleased to continue providing right of way services for Yakima County Water Resources ("County") Shaw Creek Relocation Channel Project ("Project"). This amendment is to add scope and fee for the project. All other terms and conditions of the original contract remain unchanged and in full force and effect. This amendment shall become effective upon execution by both parties.

#### ADDITIONAL SCOPE OF WORK

Epic shall provide services related to the acquisition of one (1) full fee parcel and one (1) partial acquisition, as well as the preparation and completion of up to ten (10) permanent easements. In addition, Epic shall provide and coordinate up to twenty-two (22) appraisal reports and up to twenty-two (22) appraisal reviews. These services will include all necessary coordination, documentation, negotiations, and compliance with applicable regulations to ensure successful completion of the acquisitions and easements.

#### ASSUMPTIONS

- Assumes no relocations
- Assumes all ROE's will be handled by the agency
- Assumes a total of 12 additional ROW files, 22 appraisals, and 22 appraisal reviews
- Assumes any interagency landowner agreements will be handled by the agency



Right of Way Scope of Work and Fee Amendment #1  
Yakima County Shaw Creek Relocation Channel Project  
December 19, 2025

## COST PROPOSAL

| Real Estate Services Task                                                                                                                                                                             | Total Cost Per Task  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Right of Way Services – Includes Project Management, Negotiations, Title Examination and Clearance, Appraisal and Appraisal Review Coordination, Eminent Domain Support (if needed), and Consultation | \$ 20,257.00         |
| <b>Sub Total</b>                                                                                                                                                                                      | <b>\$ 20,257.00</b>  |
| Other Direct Costs                                                                                                                                                                                    |                      |
| Mileage Expense – Assumes up to fifteen (15) trips x 200 miles each @ \$.70/mile                                                                                                                      | \$ 700.00            |
| Appraisal Reports - Desk – up to 22 reports at \$6,500 each                                                                                                                                           | \$ 143,000.00        |
| Appraisal Reviews – Desk – up to 22 reports @ \$2,000 each                                                                                                                                            | \$ 44,000.00         |
| <b>Sub Total</b>                                                                                                                                                                                      | <b>\$ 187,700.00</b> |
| <b>Total Cost</b>                                                                                                                                                                                     | <b>\$ 207,957.00</b> |

Original Budget: \$86,252  
Additional Budget Request: \$207,957  
Total New Budget: **\$294,209**

If you have any questions, please do not hesitate to contact Jessica Niella at (360) 233-7666 or [jniella@epicland.com](mailto:jniella@epicland.com).  
We look forward to working with you on this and future opportunities.

Sincerely,

*Christine Nickerson*

Christine Nickerson, SR/WA  
Vice President Northwest Right of Way Services  
Epic Land Solutions, Inc.



## Shaw & Wide Hollow Creeks Flood Control Project

### List of Items Needed for Property Assessment, Appraisal, & Review

**Table 1.** List of Parcel Numbers and Property Owners for Appraisal & Acquisition

| Parcel No.   | Owner (Last Name)                   | Acquisition Type     |
|--------------|-------------------------------------|----------------------|
| 181330-22408 | Gomez                               | Partial              |
| 181330-22009 | Woodkey                             | Partial              |
| 181330-22010 | Woodkey                             | Full <sup>1</sup>    |
| 181330-22404 | Nesary                              | Partial              |
| 181330-31005 | Hicks                               | Partial              |
| 181330-34018 | Daley                               | Partial              |
| 181330-23003 | West Valley School District<br>#208 | Partial              |
| 181330-24005 | West Valley School District<br>#208 | Partial              |
| 181330-31004 | West Valley Farm & Ranch,<br>LLC    | Partial              |
| 181329-33402 | Larson                              | Partial <sup>2</sup> |

<sup>1</sup> = The septic system on the Woodkey (181330-22010) property is within the Shaw Creek Relocation Channel project footprint and must be moved to execute the project. There is no space to move the Shaw Creek Relocation Channel to avoid the septic system while also maintaining offset requirements for the West Valley School District, Cottonwood Elementary baseball fields. There are two options for this parcel:

- Purchase the property outright (full), demolish the house, and remove the septic system
- Move the home to the northern end of the property, connect to City of Yakima sewer, and provide just compensation (would no longer be a full parcel acquisition)

<sup>2</sup>=The Larson property may need a partial acquisition to fit an access road along the left bank of Wide Hollow Creek in West Valley Community Park (WVCP). This access road would help the County manage and control Crack Willow in WVCP.

**Easements:** There is no existing easement to property owned by West Valley School District (181330-24005). The only access West Valley School District has to this parcel is along its western boundary with the Cottonwood Elementary School property (181330-23003). Yakima County must provide an easement to the property to ensure it is not landlocked due to construction activities along the western edge of 181330-24005, cutting off access from 181330-23003. Additionally, West Valley Farm & Ranch, LLC (181330-31004) would also need an easement due to property access being divided by the proposed Relocation Channel location. The three potential easement locations for the West Valley School District parcel are:





1. Extend the S 92<sup>nd</sup> Ave easement through both Woodkey properties (181330-22009 and 181330-22010)
2. Extend the Midvale Road easement that is kitty-corner to 181330-24005 **through the What the Hay LLC property (181330-24007)**
3. Connect an easement **through the Cottonwood Partners LLC property (181330-22410)** to the southern end of S 91<sup>st</sup> Ave easement from Cottonwood Grover Development

All 3 options require acquiring private property to create a public easement. The chosen easement should be the most cost-effective option for the project.

The two potential easement locations for the West Valley Farm & Ranch, LLC parcel are:

1. Connect an easement **through the Cottonwood Partners LLC property (181330-22410)** to the southern end of S 91<sup>st</sup> Ave easement from Cottonwood Grover Development
2. Expand the existing emergency vehicle easement along the western edge of What the Hay, LLC (181330-42402) from Wide Hollow Road, to include access for West Valley Farm & Ranch, LLC.

Parcels adjacent to Wide Hollow Creek will need to be appraised to account for a potential construction access road (temporary or permanent easement) to run alongside the right bank of Wide Hollow Creek (see Table 2).

**Table 2.** List of Parcel Numbers and Property Owners for Potential Easements

| Parcel No.                                               | Owner (Last Name)         |
|----------------------------------------------------------|---------------------------|
| 181330-24007                                             | What the Hay LLC          |
| 181330-24410                                             | Cottonwood Partners LLC   |
| 181330-42402                                             | What the Hay, LLC         |
| <b>Wide Hollow Properties Easement List (Appraisals)</b> |                           |
| 181330-34002                                             | Thornton                  |
| 181330-43003                                             | Steenbergen               |
| 181330-43001                                             | Steenbergen               |
| 181330-44404                                             | Zier Orchards             |
| 181330-44011                                             | Eagle Crest Northwest LLC |
| 181330-44416                                             | Walkenhauer               |
| 181329-34404                                             | West Valley Middle School |

**Other Parcel Appraisals:** The County is interested in the **West Valley Middle School property (181329-33404)** and would like it appraised to potentially be converted into wetlands in the future to meet wetland mitigation requirements.

**Cost to Cure:** Cost to cure will need to be pursued for the Sprunger property (181330-31006) and Smith property (181330-44415), associated with moving the septic systems. The existing location of the Wide Hollow Creek ordinary high water marks is at the boundary of the 100-ft offset



requirement for the Sprunger property and Smith property drain fields. Due to the relocation of the Shaw and Wide Hollow Creeks confluence and the associated increased conveyance requirement under Wide Hollow Road, the location of the confluence cannot be moved to avoid encroaching on the offset requirement for the Sprunger property. Due to the increased conveyance required under S 80<sup>th</sup> Ave and limitations to bridge improvements, an overflow channel is needed to convey flood waters south of the existing bridge, which would encroach on the 100-ft offset requirements for the Smith property. These septic systems must be evaluated for whether they can be moved on the properties and the property owners provided just compensation to execute the project. Additionally, the private water lines servicing the Hicks property (181330-31005) and Sprunger property (181330-31006) properties run from the Nob Hill water meter at the southern end of S 91<sup>st</sup> Ave. The construction of the proposed channel relocation impact to the water lines need to be evaluated and cost to cure may need to be pursued to reconstruct the water lines.

**Right-of-Entry:** The County will need 64 Right-of-Entry permissions to support execution of the wetland delineation. The County will be asking Epic to review a template Right-of-Entry permission request letter prior to sending them to the landowners and occupants. The County will need support from Epic to get Right-of-Entry permission for three (3) properties to conduct wetland delineation, topographic surveys, and field investigations:

1. 181330-31004 (West Valley Farm & Ranch, LLC)
2. 181330-31005 (Hicks)
3. 181330-31006 (Sprunger)

**Topographic Surveys:** The County will need to send out notification letters for topographic surveys to 27 properties (not including the three listed for Right-of-Entry). The County will be asking Epic to review a template notification letter prior to sending them to the landowners and occupants.

**Landowner Agreements:** The County will need Landowner Agreements with four (4) landowners across seven (7) properties along Wide Hollow Creek for conveyance increases that do not have the possibility of requiring a permanent easement (see Table 3).

**Table 3.** List of Parcel Numbers and Property Owners for Landowner Agreements

| Parcel No.   | Owner (Last Name)                    |
|--------------|--------------------------------------|
| 181330-34001 | Yakima County Flood Control District |
| 181330-43002 | Cervantes                            |
| 181330-44002 | Yakima County Flood Control District |
| 181329-33401 | Martinez                             |
| 181329-33403 | City of Yakima                       |
| 181329-33005 | City of Yakima                       |
| 181329-34009 | City of Yakima                       |





### Required Parcel Items

-  Shaw Creek Relocation Channel
-  Parcel Appraisal & Acquisition
-  Parcel Appraisal
-  Landowner Agreements
-  "Just Compensation" Parcels (Septic Systems)
-  Potential Easements

\* Alignment of project features is subject to change, but not the patients being impacted.

## BOARD OF YAKIMA COUNTY COMMISSIONERS AGREEMENT

**Agreement Number**

BOCC Agreement

013 - 2026

Yakima County, WA

### BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
LaDon Linde, Chair

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

\_\_\_\_\_  
Kyle Curtis, Commissioner

**DATED:** JAN 27 2026

*Attest:*

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

**Approved as to Form:**

Signed by:

*Daniel Clark*

COC000FB43384F9

\_\_\_\_\_  
*Deputy Prosecuting 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: Nitasha Allgaier

Department: Public Services

Requested Agenda Date: 1/27/20

Presenting: David Haws

Board of County Commissioners Record Assigned

# BOCC Agreement

014-2026

Yakima County, WA

**Action Requested – Check Applicable Box:**

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

**Document Title:**

Execute Professional Services Agreement #C26001-P with SCS Engineers.

**Background Information:**

The Consultant will provide professional engineering, consulting, construction support and related services on one or more Yakima County Solid Waste projects. Each project SCS Engineers performs will be by written task order. The agreement amount is per estimate of the first seven (8) task orders excluding task order three being administered as a stand alone agreement. Agreement time is from date of execution for one year.

**Describe Fiscal Impact:**

Amount not to exceed \$827,956.00

**Summary & Recommendation:**

Yakima County Public Services recommends the Commissioners consideration in authorizing professional services agreement with SCS Engineers.

Department Head/Elected Official Signature

Corporate Counsel Initial (for Agreements Only)

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, hereinafter "County", whose address is 128 North 2<sup>nd</sup> Street, Yakima, Washington 98901, and "Consultant", more specifically identified as:

### CONSULTANT

|                     |                                           |
|---------------------|-------------------------------------------|
| Name:               | SCS Engineers                             |
| Street:             | 2405 140 <sup>th</sup> Ave. NE, Suite 107 |
| City, State, Zip:   | Bellevue, WA 98005                        |
| Federal Tax I.D. #: | 54-0913440                                |
| U.B.I. #            | 600-407-377                               |

### COUNTY

Yakima County Public Services  
Attn: Scott Davis  
128 N. 2<sup>nd</sup> St., 4<sup>th</sup> Floor  
Yakima, WA 98901

### **RECITALS:**

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

1. **Service and scope:** The Consultant will provide services to Yakima County for the following described work:

**Agreement# C26001-P**

**Engineering Services for Yakima County Solid Waste Division based on agreed upon Task orders per attached scope of work.**

2. **Amendments.** This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.
3. **Compensation.** The maximum aggregate compensation paid to the Consultant shall not exceed: \$ 827,956.00 for the total of all work over the term of this agreement, as may be extended, and shall be full compensation for all costs and expenses. The County makes no guarantee that work issued under this contract will total the maximum aggregate compensation identified above. The Consultant shall maintain a written record of all expenses and submit detailed monthly invoices to:

Yakima County Public Services  
128 N 2<sup>nd</sup> Street, Fourth Floor Courthouse  
Yakima, Washington 98901

The County shall pay the Consultant within 30 days of acceptable invoice receipt. All billings must be submitted by the Consultant within 60 days of the completion of the services.



4. **Independent Consultant.** For the purposes of this contract, the Consultant acknowledges they are not an officer, employee, or agent of Yakima County. The Consultant shall not hold out itself or any of its employees as, nor claim for itself if its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Consultant shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Consultants or its employees or assigns. The Consultant is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
5. **Nondiscrimination.** The Consultant agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation. The Consultant and any subconsultants shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans and individuals with disabilities.
6. **Assignment.** The Consultant shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the County.
7. **Termination.** Either party may terminate this contract upon thirty days' written notice sent by certified mail to the addresses listed above.

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

8. **Indemnification and hold harmless.** The Consultant does hereby release, indemnify and provide to defend and save harmless Yakima County from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the County in defense thereof, asserted or arising directly on account of or out of acts or omissions of the Consultant and the Consultants agents, employees and consultants in the exercise of the rights herein; PROVIDED, this paragraph does not purport to indemnify the County against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of (a) County or County's agents or employees; and PROVIDED FURTHER, that if the claims or damages are caused by a result from the concurrent negligence of the County, its authorized agents, officers or employees and (b) Consultant its authorized agents, officers or employees or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Consultant or its authorized agents, consultants or employees. Nothing in this indemnification clause shall be construed to apply to any actions, proceedings, suits, or claims for inverse condemnation, or condemnation, arising under Title 8, Chapter 8.08, Sections 8.08.005 thru 8.08.130 of the Revised Code of Washington or otherwise.
9. **Liability insurance.** Commercial General Liability insurance at a limit of liability not less than \$2,000,000 Each Occurrence, and \$5,000,000 General Aggregate per project. Insurance shall be written on ISO occurrence form CG 00 01 or an alternate form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limiting Products Completed,



Operations, or Contractual Liability Cross Liability. Yakima County, its officers, employees, agents, and volunteers shall be named as Additional Insureds under the coverage with respect to the work performed under this Agreement. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Business Automobile Liability insurance at a combined single limit of liability for bodily injury and property damage not less than \$2,000,000 Each Occurrence covering all Owned, Non-owned, Hired, and leased automobiles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equal or broader liability coverage. In the event the Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If necessary, the policy shall be endorsed to provide contractual liability coverage.

10. **Verification of coverage.** Prior to execution of this Agreement, Consultant shall furnish the County with original Certificates of Insurance and a copy of any amendatory endorsement, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.
11. **Consultants' Waiver of Employer's Immunity under Title 51 RCW:** The Consultant indents that its obligations to indemnify, defend, and hold harmless employee contributions set forth above in sections 4 and following section 9, shall operate with full effect regardless of any provision contrary in Title 51 RCW, Washington Industrial Insurance Act. Accordingly, the Consultant specifically assumes all potential liability for defense and payment of judgement in all actions brought to employees of the Consultant against the County and its officers, employees, and volunteers, and for the purposes of enforcing the Consultant's obligations to indemnify, defend, and hold harmless set forth above in section 4, the Consultant, specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Consultant shall similarly require that any subconsultant it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subconsultant.
12. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement.
13. **Severability.** If any term of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.
14. **Records.** The Consultant agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Consultant further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.

The Consultant shall, at no cost, provide to the County and the Office of the State Auditor reasonable access to the Consultant's records. These inspection rights are intended to allow the County and the State Auditor to monitor, audit, and evaluate the Consultant's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive seven years following this Agreement's termination or expiration.

15. **Ownership of Material.** Material created by the Consultant and paid for by the County as part of this



Agreement shall be owned by the County and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Consultant uses to perform the Program Agreement but is not created for or paid for by the County is owned by the Consultant and is not "work made for hire"; however, the County shall have a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Consultant has a right to grant such a license.

16. **Double Payment Prohibited.** The Consultant shall not bill the County for any services, in whole or in part, which have been reimbursed or will be reimbursed by another source. In the event payment is received from another source subsequent to receiving payment from the County, the Consultant shall deduct the amount from the next regular billing.
17. **Laws, venue, jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
18. **Debarment Certification.** The Consultant, by signature to this Contract, certifies the Consultant, its Principles and any Subconsultants are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Consultant also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Consultant shall immediately notify the County if, during the term of this Contract, the Consultant, its Principles or Subconsultants becomes debarred. The County may immediately terminate this Contract by providing the Consultant written notice if the Consultant becomes debarred during the term of this Contract.
19. **Attorney Fees.** In the event of any dispute, litigation, or arbitration arising out of, or relating to, this Agreement, each party shall be responsible for and pay its own attorney's fees, costs, and expenses, regardless of the outcome.
20. **Term.** The term of this contract shall be from Date of Execution to December 31, 2026.

This Agreement is entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is executed with three original copies, of which one is to be delivered to the Consultant, one to the County Project Manager and one to the Public Services Accounting Office.

**CONSULTANT:**

SCS Engineers

Company Name



Signature

John M. Richards

Signer's name printed or typed



## SCS ENGINEERS

Environmental Consultants & Contractors

December 18, 2025  
File No. 90000002.04

Mr. Scott Davis  
Yakima County Public Services  
Solid Waste Division  
7151 Roza Hill Drive  
Yakima, Washington 98901

Subject: 2026/2027 Work Order Contract for Yakima County Solid Waste System

Dear Mr. Scott Davis:

Yakima County (County) owns and operates the Cheyne Landfill (CLF), Terrace Heights Landfill (THLF), and the closed Snipes Mountain Landfill (SMLF). The CLF and THLF accept solid waste, including mixed municipal solid waste (MSW); construction, demolition, land clearing (CDL) debris; and wastes from nearby cities, farms, and industries. CLF is located approximately 6 miles north of the town of Zillah. THLF is located approximately 5 miles east of the City of Yakima. The CLF and THLF have been permitted with an arid liner exception under the State of Washington regulation WAC 173-351, so there is no engineered bottom liner system or associated leachate collection system. Inactive areas of both Landfills have interim soil cover in place. Currently, there are no areas with a final cover system in place.

Under this Work Order (WO) Contract, SCS Engineers (SCS) has prepared this scope of work for the anticipated work assignments, some of which will occur in 2026/2027 and some beyond 2027. These anticipated WOs include the following:

- WO-1: Terrace Heights expansion and Cheyne Landfill Gas Collection and Control System Design.
- WO-2: Terrace Heights Landfill Phase 1 Closure Planning and Regulatory Coordination.
- WO-3: On-Call Solid Waste Support Services.
- WO-4: Terrace Heights Landfill Air Operating Permit Application and Agency Review Support.
- WO-5: Air Quality and Water Monitoring Services for Terrace Heights and Cheyne Landfills.
- WO-6: Greenhouse Gas Emissions Calculations, Reporting, and Regulatory Compliance.
- WO-7: Flare Source Testing, Test Plan Development, and Regulatory Submittals.
- WO-8: Monthly Landfill Gas Well Monitoring, Quarterly Surface Emissions Monitoring (SEM), and Monthly Perimeter Landfill Gas Probe monitoring.

### SUMMARY SCOPES OF WORK

The following summaries provide the basis of the work to be performed for Yakima County:



Mr. Scott Davis  
December 18, 2025  
Page 2

## WO-1: Terrace Heights and Cheyne Landfill Gas Collection and Control System Evaluation, Optimization, and Compliance Support

To provide engineering evaluation, optimization, and regulatory compliance support for the landfill gas collection and control systems (GCCS) at the Terrace Heights and Cheyne Landfills. The scope includes review of system performance, monitoring data, and operational practices to improve gas capture efficiency, minimize emissions, and comply with applicable federal, state, and local air quality regulations. Services may include system expansion design for THFL, systembalancing recommendations, expansion planning, operational troubleshooting, and coordination with regulatory agencies, as needed, to support long-term system reliability and compliance.

| Period/Year    | Proposed Budget | Terms                                                                                                                           |
|----------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------|
| 2026           | \$200,000       | Lump Sum.<br>Monthly invoicing on a percent complete basis for each activity and work accomplished during the invoicing period. |
| Total for WO-1 | \$200,000       |                                                                                                                                 |

## WO-2: Terrace Heights Landfill Phase 1 Closure Planning and Regulatory Coordination

To prepare Phase 1 closure planning documents for the Terrace Heights Landfill in accordance with applicable regulatory and engineering requirements. The scope includes evaluation of site conditions, waste placement history, and regulatory criteria to develop a practical and compliant closure strategy. Coordination with regulatory agencies and County staff will support future closure approvals and long-term site management objectives.

A Closure and Post-Closure Plan is required to meet the requisite conditions of Chapter 173 351 500 of the Washington Administrative Code (WAC) and include a description of the landfill, the cover system, and provide information regarding the methods and procedures used to install the cover. In addition, the Plan will provide an estimate of the largest area to receive closure during a single construction season, an estimate of the maximum inventory of wastes at final closure, and a schedule for completing closure activities including the closure sequence and the use of intermediate cover. The Plan also includes discussions regarding slope stability, settlement, access roadways, and landfill gas (LFG) considerations.

At a minimum, the Closure Plan will include discussions of the following:

- Landfill capacity and final grading plan
- Inventory of wastes contained in the landfill
- The planned sequence for closure
- Description of the final cover system
- Slope stability
- Settlement
- Landfill access
- LFG considerations
- Construction considerations
- Closure cost estimate



Mr. Scott Davis  
December 18, 2025  
Page 3

- Contingency for early closure

| Period/Year    | Proposed Budget | Terms                                                                                                                           |
|----------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------|
| 2026           | \$100,000       | Lump Sum.<br>Monthly invoicing on a percent complete basis for each activity and work accomplished during the invoicing period. |
| Total for WO-2 | \$100,000       |                                                                                                                                 |

### WO-3: On-Call Solid Waste Support Services

226002-P

Yakima County Solid Waste occasionally has on-call engineering and environmental support tasks that require consulting services that are not included in the works listed herein. These tasks may include, but are not limited to:

- Respond to regulatory letters
- Air compliance support (not included in the semiannual reporting)
- Site inspections
- Data review
- Conference calls
- Strategy meetings
- Agency meetings

The total budget for the WO-3 is detailed in the Table below.

| Period/Year    | Proposed Budget | Terms                                                                                                             |
|----------------|-----------------|-------------------------------------------------------------------------------------------------------------------|
| 2026 to 2028   | \$50,000        | <b>Time and Materials.</b><br>For accomplished work, monthly invoicing on T&M basis as per the established rates. |
| Total for WO-3 | \$50,000        |                                                                                                                   |

### WO-4: Terrace Heights Landfill Air Operating Permit Application and Agency Review Support

Prepare and submit an Air Operating Permit (AOP) application for the Terrace Heights Landfill in accordance with YRCAA, WAC, and applicable federal air quality regulations. The scope includes emissions calculations, preparation of required forms and narratives, and coordination with County staff to accurately reflect site operations. Support during regulatory review, including responses to agency comments and permit revisions, will be provided to facilitate timely permit issuance and ongoing compliance.

| Period/Year    | Proposed Budget | Terms                                                                                                                           |
|----------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------|
| 2026           | \$70,000        | Lump Sum.<br>Monthly invoicing on a percent complete basis for each activity and work accomplished during the invoicing period. |
| Total for WO-4 | \$70,000        |                                                                                                                                 |

Mr. Scott Davis  
December 18, 2025  
Page 4

### WO-5: Air Quality and Water Monitoring Services for Terrace Heights and Cheyne Landfills

Perform routine air and water monitoring services at both landfill sites to meet regulatory compliance requirements. Monitoring activities may include groundwater, surface water, stormwater, and air quality monitoring in accordance with permits and approved monitoring plans. The scope includes data collection, evaluation, trend analysis, and preparation of monitoring reports for regulatory submittal to support environmental protection and compliance assurance. Exclusions- items not included in this scope include the monthly LFG well monitoring and CLE and THLF, performing and reporting the quarterly SEM at THLF, and quarterly perimeter LFG probe monitoring at CLF and THLF.

| Period/Year    | Proposed Budget | Terms                                                                                                                           |
|----------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------|
| 2026           | \$100,000       | Lump Sum.<br>Monthly invoicing on a percent complete basis for each activity and work accomplished during the invoicing period. |
| Total for WO-5 | \$100,000       |                                                                                                                                 |

### WO-6: Greenhouse Gas Emissions Calculations, Reporting, and Regulatory Compliance

Prepare greenhouse gas (GHG) emissions calculations and regulatory reports in accordance with U.S. EPA and Washington State reporting requirements. The scope includes data collection, emissions modeling, quality assurance, documentation of assumptions, and timely submittal of required reports. This work supports compliance with GHG reporting regulations and transparency in emissions management.

| Period/Year    | Proposed Budget | Terms                                                                                                                           |
|----------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------|
| 2026           | \$85,000        | Lump Sum.<br>Monthly invoicing on a percent complete basis for each activity and work accomplished during the invoicing period. |
| Total for WO-6 | \$85,000        |                                                                                                                                 |

### WO-7: Flare Source Testing, Test Plan Development, and Regulatory Submittals

Coordinate and oversee landfill flare source testing to demonstrate compliance with air quality regulations WAC 173-408. The scope includes preparation of source test plans, coordination with qualified testing firms, submittal to regulatory agencies, and scheduling of testing activities. Following testing, services include review of results, review of final source test reports, and regulatory submittals within required deadlines to avoid non-compliance actions.

| Period/Year    | Proposed Budget | Terms                                                                                                                           |
|----------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------|
| 2026           | \$109,400       | Lump Sum.<br>Monthly invoicing on a percent complete basis for each activity and work accomplished during the invoicing period. |
| Total for WO-7 | \$109,400       |                                                                                                                                 |



Mr. Scott Davis  
December 18, 2025  
Page 5

### WO-8: Monthly Landfill Gas Well Monitoring at THLF and Quarterly SEM at THLF and CLF.

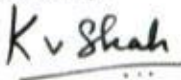
Perform monthly landfill gas well monitoring to evaluate system performance and maintain regulatory compliance, and to conduct quarterly SEM in accordance with regulatory requirements. The scope includes data analysis, system adjustment recommendations, and preparation of monitoring reports for regulatory review. This work supports effective landfill gas management, regulatory compliance, and protection of public health and the environment.

| Period/Year    | Proposed Budget | Terms                                                                                                                           |
|----------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------|
| 2026           | \$163,556       | Lump Sum.<br>Monthly invoicing on a percent complete basis for each activity and work accomplished during the invoicing period. |
| Total for WO-8 | \$163,556       |                                                                                                                                 |

### CLOSING

We thank you for the opportunity to submit this WO proposal. We hope you find this to be of value and will not hesitate to contact us if any questions arise.

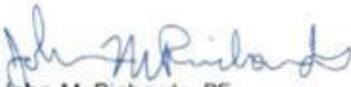
Sincerely,



Ketan Shah, Ph.D.  
Project Manager  
SCS Engineers



Karam Singh, PE  
Vice President  
SCS Engineers



John M. Richards, PE  
Vice President  
SCS Engineers

## BOARD OF YAKIMA COUNTY COMMISSIONERS AGREEMENT

Agreement Number

BOCC Agreement

014-2026

Yakima County, WA

### BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
LaDon Linde, Chair

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

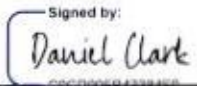
\_\_\_\_\_  
Kyle Curtis, Commissioner

**DATED:** JAN 27 2026

*Attest:*

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

**Approved as to Form:**

Signed by:  
  
\_\_\_\_\_  
Deputy Prosecuting Attorney



|                                                                                   |                                                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <h2 style="margin: 0;">BOARD OF YAKIMA COUNTY COMMISSIONERS</h2> <h3 style="margin: 5px 0 0 0;">Agenda Request Form (ARF)</h3> <p style="margin: 10px 0 0 0;"><i>Deliver completed ARF and finalized agenda item to the Clerk or Deputy Clerk of the Board at the Yakima County Commissioners' Office, Room 232.</i></p> |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Prepared by:** Nitasha Allgaier

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**Department:** Public Services

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**Requested Agenda Date:** 1/27/26

---

**Presenting:** David Haws

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*Board of County Commissioners Record Assigned*

#

BOCC Agreement

0 1 5 - 2 0 2 6

Yakima County, WA

**Action Requested – Check Applicable Box:**

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

**Document Title:**  
 Execute Professional Services Agreement #C26002-P with SCS Engineers.

**Background Information:**  
 The Consultant will provide professional engineering, consulting, construction support and related services on one or more Yakima County Solid Waste projects. This agreement is for the on call engineering support services needed to remain in compliance with federal and state laws and regulations. Agreement time is from date of execution for three years.

**Describe Fiscal Impact:**  
 Amount not to exceed \$50,000.00

**Summary & Recommendation:**  
 Yakima County Public Services recommends the Commissioners consideration in authorizing professional services agreement with SCS Engineers.

|                                                                                                                                                   |                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>_____<br><b>Department Head/Elected Official Signature</b> | <div style="border: 1px solid black; padding: 2px; display: inline-block;">Initial</div><br><br>_____<br><b>Corporate Counsel Initial (for Agreements Only)</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, hereinafter "County", whose address is 128 North 2<sup>nd</sup> Street, Yakima, Washington 98901, and "Consultant", more specifically identified as:

### CONSULTANT

|                     |                                           |
|---------------------|-------------------------------------------|
| Name:               | SCS Engineers                             |
| Street:             | 2405 140 <sup>th</sup> Ave. NE, Suite 107 |
| City, State, Zip:   | Bellevue, WA 98005                        |
| Federal Tax I.D. #: | 54-0913440                                |
| U.B.I. #            | 600-407-377                               |

### COUNTY

Yakima County Public Services

Attn:

128 N. 2<sup>nd</sup> St., 4<sup>th</sup> Floor

Yakima, WA 98901

### RECITALS:

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

1. **Service and scope:** The Consultant will provide services to Yakima County for the following described work:

**Agreement# C26002-P for On Call Engineering Support Services for Yakima County Solid Waste Division per attached scope of work.**

2. **Amendments.** This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.
3. **Compensation.** The maximum aggregate compensation paid to the Consultant shall not exceed: \$ 50,000.00 for the total of all work over the term of this agreement, as may be extended, and shall be full compensation for all costs and expenses. The County makes no guarantee that work issued under this contract will total the maximum aggregate compensation identified above. The Consultant shall maintain a written record of all expenses and submit detailed monthly invoices to:

Yakima County Public Services  
128 N 2<sup>nd</sup> Street, Fourth Floor Courthouse  
Yakima, Washington 98901

The County shall pay the Consultant within 30 days of acceptable invoice receipt. All billings must be submitted by the Consultant within 60 days of the completion of the services.



4. **Independent Consultant.** For the purposes of this contract, the Consultant acknowledges they are not an officer, employee, or agent of Yakima County. The Consultant shall not hold out itself or any of its employees as, nor claim for itself if its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Consultant shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Consultants or its employees or assigns. The Consultant is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
5. **Nondiscrimination.** The Consultant agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation. The Consultant and any subconsultants shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans and individuals with disabilities.
6. **Assignment.** The Consultant shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the County.
7. **Termination.** Either party may terminate this contract upon thirty days' written notice sent by certified mail to the addresses listed above.

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

8. **Indemnification and hold harmless.** The Consultant does hereby release, indemnify and provide to defend and save harmless Yakima County from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the County in defense thereof, asserted or arising directly on account of or out of acts or omissions of the Consultant and the Consultants agents, employees and consultants in the exercise of the rights herein; PROVIDED, this paragraph does not purport to indemnify the County against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of (a) County or County's agents or employees; and PROVIDED FURTHER, that if the claims or damages are caused by a result from the concurrent negligence of the County, its authorized agents, officers or employees and (b) Consultant its authorized agents, officers or employees or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Consultant or its authorized agents, consultants or employees. Nothing in this indemnification clause shall be construed to apply to any actions, proceedings, suits, or claims for inverse condemnation, or condemnation, arising under Title 8, Chapter 8.08, Sections 8.08.005 thru 8.08.130 of the Revised Code of Washington or otherwise.
9. **Liability insurance.** Commercial General Liability insurance at a limit of liability not less than \$2,000,000 Each Occurrence, and \$5,000,000 General Aggregate per project. Insurance shall be written on ISO occurrence form CG 00 01 or an alternate form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limiting Products Completed, Operations, or Contractual Liability Cross Liability. Yakima County, its officers, employees, agents,



and volunteers shall be named as Additional Insureds under the coverage with respect to the work performed under this Agreement. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Business Automobile Liability insurance at a combined single limit of liability for bodily injury and property damage not less than \$2,000,000 Each Occurrence covering all Owned, Non-owned, Hired, and leased automobiles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equal or broader liability coverage. In the event the Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If necessary, the policy shall be endorsed to provide contractual liability coverage.

10. **Verification of coverage.** Prior to execution of this Agreement, Consultant shall furnish the County with original Certificates of Insurance and a copy of any amendatory endorsement, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.
11. **Consultants' Waiver of Employer's Immunity under Title 51 RCW:** The Consultant indents that its obligations to indemnify, defend, and hold harmless employee contributions set forth above in sections 4 and following section 9, shall operate with full effect regardless of any provision contrary in Title 51 RCW, Washington Industrial Insurance Act. Accordingly, the Consultant specifically assumes all potential liability for defense and payment of judgement in all actions brought to employees of the Consultant against the County and its officers, employees, and volunteers, and for the purposes of enforcing the Consultant's obligations to indemnify, defend, and hold harmless set forth above in section 4, the Consultant, specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Consultant shall similarly require that any subconsultant it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subconsultant.
12. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement.
13. **Severability.** If any term of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.
14. **Records.** The Consultant agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Consultant further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.

The Consultant shall, at no cost, provide to the County and the Office of the State Auditor reasonable access to the Consultant's records. These inspection rights are intended to allow the County and the State Auditor to monitor, audit, and evaluate the Consultant's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive seven years following this Agreement's termination or expiration.

15. **Ownership of Material.** Material created by the Consultant and paid for by the County as part of this Agreement shall be owned by the County and shall be "work made for hire" as defined by Title 17



USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Consultant uses to perform the Program Agreement but is not created for or paid for by the County is owned by the Consultant and is not "work made for hire"; however, the County shall have a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Consultant has a right to grant such a license.

16. **Double Payment Prohibited.** The Consultant shall not bill the County for any services, in whole or in part, which have been reimbursed or will be reimbursed by another source. In the event payment is received from another source subsequent to receiving payment from the County, the Consultant shall deduct the amount from the next regular billing.
17. **Laws, venue, jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
18. **Debarment Certification.** The Consultant, by signature to this Contract, certifies the Consultant, its Principles and any Subconsultants are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Consultant also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Consultant shall immediately notify the County if, during the term of this Contract, the Consultant, its Principles or Subconsultants becomes debarred. The County may immediately terminate this Contract by providing the Consultant written notice if the Consultant becomes debarred during the term of this Contract.
19. **Attorney Fees.** In the event of any dispute, litigation, or arbitration arising out of, or relating to, this Agreement, each party shall be responsible for and pay its own attorney's fees, costs, and expenses, regardless of the outcome.
20. **Term.** The term of this contract shall be from Date of Execution to December 31, 2028.

This Agreement is entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is executed with three original copies, of which one is to be delivered to the Consultant, one to the County Project Manager and one to the Public Services Accounting Office.

**CONSULTANT:**

SCS Engineers

Company Name



Signature

John M. Richards

Signer's name printed or typed



## SCS ENGINEERS

Environmental Consultants & Contractors

December 18, 2025  
File No. 90000002.04

Mr. Scott Davis  
Yakima County Public Services  
Solid Waste Division  
7151 Roza Hill Drive  
Yakima, Washington 98901

Subject: 2026/2027 Work Order Contract for Yakima County Solid Waste System

Dear Mr. Scott Davis:

Yakima County (County) owns and operates the Cheyne Landfill (CLF), Terrace Heights Landfill (THLF), and the closed Snipes Mountain Landfill (SMLF). The CLF and THLF accept solid waste, including mixed municipal solid waste (MSW), construction, demolition, land clearing (CDL) debris, and wastes from nearby cities, farms, and industries. CLF is located approximately 6 miles north of the town of Zillah. THLF is located approximately 5 miles east of the City of Yakima. The CLF and THLF have been permitted with an arid liner exception under the State of Washington regulation WAC 173-351, so there is no engineered bottom liner system or associated leachate collection system. Inactive areas of both Landfills have interim soil cover in place. Currently, there are no areas with a final cover system in place.

Under this Work Order (WO) Contract, SCS Engineers (SCS) has prepared this scope of work for the anticipated work assignments, some of which will occur in 2026/2027 and some beyond 2027. These anticipated WOs include the following:

- WO-3: On-Call Solid Waste Support Services.

### WO-3: On-Call Solid Waste Support Services

Yakima County Solid Waste occasionally has on-call engineering and environmental support tasks that require consulting services that are not included in the works listed herein. These tasks may include, but are not limited to:

- Respond to regulatory letters
- Air compliance support (not included in the semiannual reporting)
- Site inspections
- Data review
- Conference calls
- Strategy meetings
- Agency meetings

The total budget for the WO-3 is detailed in the Table below.

| Period/Year    | Proposed Budget | Terms                                                                               |
|----------------|-----------------|-------------------------------------------------------------------------------------|
| 2024 to 2028   | \$50,000        | <b>Time and Materials.</b>                                                          |
| Total for WO-3 | \$50,000        | For accomplished work, monthly invoicing on T&M basis as per the established rates. |



## BOARD OF YAKIMA COUNTY COMMISSIONERS AGREEMENT

**Agreement Number**

BOCC Agreement

015-2026

Yakima County, WA

### BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
LaDon Linde, Chair

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

\_\_\_\_\_  
Kyle Curtis, Commissioner

**DATED:** JAN 27 2026

*Attest:*

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

**Approved as to Form:**

Signed by:

*Daniel Clark*

C0C000FB43384F9

\_\_\_\_\_  
*Deputy Prosecuting 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: Nitasha Allgaier

Department: Public Services

Requested Agenda Date: 1/27/26

Presenting: David Haws

Board of County Commissioners Record Assigned

# BOCC Agreement

016-2026

Yakima County, WA

### Action Requested – Check Applicable Box:

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

### Document Title:

Execute Professional Services Agreement #C26003-P with SCS Engineers.

### Background Information:

The Consultant will provide professional engineering, consulting, construction support and related services on one or more Yakima County Solid Waste projects. This agreement is for engineering services supporting the Landfill Gas System Expansion needed to remain in compliance with federal and state laws and regulations. Agreement time is from date of execution for two years.

### Describe Fiscal Impact:

Amount not to exceed \$177,500.00

### Summary & Recommendation:

Yakima County Public Services recommends the Commissioners consideration in authorizing professional services agreement with SCS Engineers.

  
Department Head/Elected Official Signature

  
Corporate Counsel Initial (for Agreements Only)



## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, hereinafter "County", whose address is 128 North 2<sup>nd</sup> Street, Yakima, Washington 98901, and "Consultant", more specifically identified as:

### CONSULTANT

|                     |                                           |
|---------------------|-------------------------------------------|
| Name:               | SCS Engineers                             |
| Street:             | 2405 140 <sup>th</sup> Ave. NE, Suite 107 |
| City, State, Zip:   | Bellevue, WA 98005                        |
| Federal Tax I.D. #: | 54-0913440                                |
| U.B.I. #            | 600-407-377                               |

### COUNTY

Yakima County Public Services  
Attn: Scott Davis  
128 N. 2<sup>nd</sup> St., 4<sup>th</sup> Floor  
Yakima, WA 98901

### **RECITALS:**

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

1. **Service and scope:** The Consultant will provide services to Yakima County for the following described work:

**Engineering services for Yakima County Solid Waste Division's Landfill Gas System Expansion per attached scope of work.**

2. **Amendments.** This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.
3. **Compensation.** The maximum aggregate compensation paid to the Consultant shall not exceed: \$ 177,500.00 for the total of all work over the term of this agreement, as may be extended, and shall be full compensation for all costs and expenses. The County makes no guarantee that work issued under this contract will total the maximum aggregate compensation identified above. The Consultant shall maintain a written record of all expenses and submit detailed monthly invoices to:

Yakima County Public Services  
128 N 2<sup>nd</sup> Street, Fourth Floor Courthouse  
Yakima, Washington 98901

The County shall pay the Consultant within 30 days of acceptable invoice receipt. All billings must be submitted by the Consultant within 60 days of the completion of the services.

4. **Independent Consultant.** For the purposes of this contract, the Consultant acknowledges they are not an officer, employee, or agent of Yakima County. The Consultant shall not hold out itself or any of its employees as, nor claim for itself if its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Consultant shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Consultants or its employees or assigns. The Consultant is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
5. **Nondiscrimination.** The Consultant agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation. The Consultant and any subconsultants shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans and individuals with disabilities.
6. **Assignment.** The Consultant shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the County.
7. **Termination.** Either party may terminate this contract upon thirty days' written notice sent by certified mail to the addresses listed above.

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

8. **Indemnification and hold harmless.** The Consultant does hereby release, indemnify and provide to defend and save harmless Yakima County from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the County in defense thereof, asserted or arising directly on account of or out of acts or omissions of the Consultant and the Consultants agents, employees and consultants in the exercise of the rights herein; PROVIDED, this paragraph does not purport to indemnify the County against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of (a) County or County's agents or employees; and PROVIDED FURTHER, that if the claims or damages are caused by a result from the concurrent negligence of the County, its authorized agents, officers or employees and (b) Consultant its authorized agents, officers or employees or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Consultant or its authorized agents, consultants or employees. Nothing in this indemnification clause shall be construed to apply to any actions, proceedings, suits, or claims for inverse condemnation, or condemnation, arising under Title 8, Chapter 8.08, Sections 8.08.005 thru 8.08.130 of the Revised Code of Washington or otherwise.
9. **Liability insurance.** Commercial General Liability insurance at a limit of liability not less than \$2,000,000 Each Occurrence, and \$5,000,000 General Aggregate per project. Insurance shall be written on ISO occurrence form CG 00 01 or an alternate form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limiting Products Completed, Operations, or Contractual Liability Cross Liability. Yakima County, its officers, employees, agents,



and volunteers shall be named as Additional Insureds under the coverage with respect to the work performed under this Agreement. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Business Automobile Liability insurance at a combined single limit of liability for bodily injury and property damage not less than \$2,000,000 Each Occurrence covering all Owned, Non-owned, Hired, and leased automobiles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equal or broader liability coverage. In the event the Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If necessary, the policy shall be endorsed to provide contractual liability coverage.

10. **Verification of coverage.** Prior to execution of this Agreement, Consultant shall furnish the County with original Certificates of Insurance and a copy of any amendatory endorsement, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.
11. **Consultants' Waiver of Employer's Immunity under Title 51 RCW:** The Consultant indents that its obligations to indemnify, defend, and hold harmless employee contributions set forth above in sections 4 and following section 9, shall operate with full effect regardless of any provision contrary in Title 51 RCW, Washington Industrial Insurance Act. Accordingly, the Consultant specifically assumes all potential liability for defense and payment of judgement in all actions brought to employees of the Consultant against the County and its officers, employees, and volunteers, and for the purposes of enforcing the Consultant's obligations to indemnify, defend, and hold harmless set forth above in section 4, the Consultant, specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Consultant shall similarly require that any subconsultant it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subconsultant.
12. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement.
13. **Severability.** If any term of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.
14. **Records.** The Consultant agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Consultant further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.

The Consultant shall, at no cost, provide to the County and the Office of the State Auditor reasonable access to the Consultant's records. These inspection rights are intended to allow the County and the State Auditor to monitor, audit, and evaluate the Consultant's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive seven years following this Agreement's termination or expiration.

15. **Ownership of Material.** Material created by the Consultant and paid for by the County as part of this Agreement shall be owned by the County and shall be "work made for hire" as defined by Title 17

USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Consultant uses to perform the Program Agreement but is not created for or paid for by the County is owned by the Consultant and is not "work made for hire"; however, the County shall have a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Consultant has a right to grant such a license.

16. **Double Payment Prohibited.** The Consultant shall not bill the County for any services, in whole or in part, which have been reimbursed or will be reimbursed by another source. In the event payment is received from another source subsequent to receiving payment from the County, the Consultant shall deduct the amount from the next regular billing.
17. **Laws, venue, jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
18. **Debarment Certification.** The Consultant, by signature to this Contract, certifies the Consultant, its Principles and any Subconsultants are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Consultant also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Consultant shall immediately notify the County if, during the term of this Contract, the Consultant, its Principles or Subconsultants becomes debarred. The County may immediately terminate this Contract by providing the Consultant written notice if the Consultant becomes debarred during the term of this Contract.
19. **Attorney Fees.** In the event of any dispute, litigation, or arbitration arising out of, or relating to, this Agreement, each party shall be responsible for and pay its own attorney's fees, costs, and expenses, regardless of the outcome.
20. **Term.** The term of this contract shall be from Date of Execution to December 31, 2027.



This Agreement is entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is executed with three original copies, of which one is to be delivered to the Consultant, one to the County Project Manager and one to the Public Services Accounting Office.

**CONSULTANT:**

SCS Engineers

Company Name



Signature

John M. Richards

Signer's name printed or typed

## SCS ENGINEERS

Environmental Consultants & Contractors

November 19, 2025  
File No. OP040168.25

Mr. Scott Davis  
Manager, Solid Waste Division  
Yakima County Public Services  
7151 Roza Hill Drive  
Yakima, WA 98901  
(509) 574-2455

Scott.Davis@co.yakima.wa.us

Subject: Proposal for Landfill Gas System Expansion, Terrace Heights Landfill, Yakima County, Washington

Dear Scott:

To meet the regulatory requirements for landfill gas (LFG) extraction coverage as specified in 40 CFR Part 63 Subpart AAAA, Yakima County will need to expand the existing gas collection and control system (GCCS) at the Terrace Heights Landfill (THLF). This expansion is intended to meet the regulatory requirements and further reduce the potential for off-site subsurface migration of LFG and surface emissions. The following presents our proposed scope of work for the design of the GCCS expansion by adding 20 wells. The work is based on our understanding of current site conditions, recent discussions with you, and regulatory requirements.

The general scope of work includes the following:

- Prepare Construction Documents for bidding and construction of the GCCS.
- Assistance with bidding to support the selection of a qualified contractor.
- Provide Construction Quality Assurance (CQA) services, including documentation of construction activities.

The following sections provide a detailed description of each task outlined above.

### SCOPE OF WORK

#### Task 1 – Prepare Construction Documents for GCCS Expansion

This task includes the detailed design and preparation of the Drawings and Technical Specifications for the GCCS expansion and also the preparation of a Construction Cost Estimate.

##### Prepare Construction Documents for GCCS

The scope of services presented below is to prepare the Construction Documents (i.e., Drawings and Technical Specifications) to describe work in sufficient detail for bidding, construction, and commissioning of the expansion to the GCCS. The design components will include:

- Vertical gas extraction wells (along the southern and western sides of the landfill).
- LFG conveyance piping for the wellfield.
- Connections to the existing GCCS.





Mr. Scott Davis  
November 19, 2025  
Page 2

SCS will arrange a video conference meeting at the 50 percent complete stage to review the Drawings with the County. SCS will incorporate your review comments from the 50 percent design review meeting into the 90 percent complete Drawings and Technical Specifications. A follow up video conference meeting will be conducted to discuss and review the 90 percent complete stage submittals to receive your input. SCS will incorporate your review comments into the 100 percent complete Drawings and Technical Specifications to be issued for bidding.

SCS has budgeted for up to 19 drawings for the final design for bidding purposes. Based on past GCCS designs of similar sizes, SCS anticipates the following drawings:

| No. | Title                                               | No. | Title                              |
|-----|-----------------------------------------------------|-----|------------------------------------|
| G1  | Cover Sheet                                         | C8  | Vertical LFG Well Profiles         |
| G2  | Legend                                              | C9  | Vertical LFG Well Profiles         |
| G3  | Existing Site Plan                                  | C10 | Vertical LFG Well Profiles         |
| C1  | LFG Extraction Network & Piping Plan                | C11 | Vertical LFG Well Details          |
| C2  | LFG Extraction Network & Piping Plan (SW Area)      | C12 | Well Head Control Assembly Details |
| C3  | LFG Extraction Network & Piping Plan (South Area)   | C13 | Well Head Control Assembly Details |
| C4  | LFG Extraction Network & Piping Plan (Central Area) | C14 | LFG Conveyance Pipe Details        |
| C5  | LFG Extraction Network & Piping Plan (North Area)   | C15 | LFG Conveyance Pipe Details        |
| C6  | LFG Header Pipe Profile                             | C16 | LFG Conveyance Pipe Details        |
| C7  | LFG Header Pipe Profile                             |     |                                    |

SCS has budgeted for up to 20 specification sections for the final design for bidding purposes. Based on past GCCS designs, SCS anticipates the following Technical Specifications:

| No.      | Title                             | No.      | Title                          |
|----------|-----------------------------------|----------|--------------------------------|
| 00 73 19 | Site Safety and Health Program    | 01 71 23 | Construction Surveying         |
| 01 11 00 | Summary of Work                   | 01 77 00 | Contract Closeout              |
| 01 14 00 | Work Restrictions                 | 05 50 00 | Miscellaneous Metal Work       |
| 01 20 00 | Measurement and Payment           | 31 00 00 | Earthwork                      |
| 01 30 00 | Administrative Requirements       | 31 25 13 | Erosion Control                |
| 01 32 16 | Construction Progress Schedule    | 31 41 00 | Sheeting, Shoring, and Bracing |
| 01 33 00 | Submittals                        | 33 23 10 | Vertical LFG Extraction Well   |
| 01 42 19 | Reference Standards               | 33 51 10 | Pipe, Fittings and Valves      |
| 01 45 00 | Quality Control                   | 33 51 20 | Well Head Control Assembly     |
| 01 50 00 | Temporary Facilities and Controls | 33 51 30 | Cover Penetration Seal         |
| 01 60 00 | Products                          |          |                                |

Mr. Scott Davis  
November 19, 2025  
Page 3

A construction cost estimate will be prepared for discussion during the 50 percent level complete stage. The estimate will include the anticipated line items for construction components and budgetary costs. The cost estimate will be updated as the design progresses and will be finalized following completion of the 100 percent-level Drawings.

#### Assumptions:

- The County will provide current topographic contour survey of the landfill (in AutoCAD format).
- The County will provide current as-built information for existing infrastructure at the landfill (electrical, sewer, water, etc.).
- County will include the County's standard bidding instructions, general conditions, and supplementary conditions for inclusion in bidding and construction project manual.
- The county will review the 50 percent complete stage Drawings and provide comments to SCS.
- The county will review the 90 percent complete stage Drawings and Technical Specifications and provide comments to SCS.
- SCS will attend a 90 percent complete design meeting by phone with County staff.

#### Deliverables:

SCS will provide the following deliverables:

- Draft Drawings at the 50 percent complete stage (PDF) for review by the County.
- Engineer's Construction Cost Estimate for 50 percent complete stage Drawings.
- Meeting notes from the 50 percent complete stage design review meeting with County staff.
- Draft Drawings and Specifications at the 90 percent complete stage (PDF) for County review.
- Engineers Construction Cost Estimate for 90 percent complete stage Drawings and Specifications.
- Meeting notes from the 90 percent design stage review meeting with Yakima County.
- Engineers Project Cost Estimate (including engineering, construction, materials, procurement, construction inspection, and surveying).
- Drawings and Specifications (PDF) for bidding and construction, sealed and signed by a Washington-Licensed Professional Engineer.
- Bid Schedule for use in Yakima County procurement documents.

#### Task 2 – Assistance with Bidding for Selecting a Contractor

SCS will provide Bidding Support to the County for selection of a contractor for the construction of the GCCS at the THLF. We will provide the following services:

- Prepare a cover letter for the construction documents (Construction Drawings and Specifications) for submittal to Yakima Health District (YHD).
- Assist County with preparation of Bidding Documents.



Mr. Scott Davis  
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Page 4

- Assist with issuing the Construction Drawings and Specifications to prospective Bidders.
- Attend a Pre-bid conference to present the project to the prospective Bidders.
- Provide responses to questions from Bidders regarding the Construction Drawings and Specifications prior to the Bid Date.
- SCS will review proposals (bids) submitted to the County to assist with the selection of a qualified Contractor for the construction of the GCCS.

#### Assumptions

- Our senior landfill gas engineer will attend the pre-bid conference meeting at the landfill.
- SCS will prepare a cover letter for the Construction Drawings and Specifications for digital submission to the County for distribution to YHD and YRCAA.
- Yakima County bidding instructions, procurement forms and contracts will be used.
- Submittal of the Construction Drawings and Specifications to Contractors will be performed by Yakima County, or a service used or selected by the County.
- We will provide one (1) round of responses to questions from Contractors regarding the Construction Drawings and Specifications no later than 5 calendar days prior to the Bid Date.
- SCS will review quotes submitted to the County to assist with selection of a qualified Contractor.

#### Deliverables

We will provide the following deliverables:

- Response(s) to bidder's questions.
- Addenda (if necessary).
- Letter summarizing SCS's review of proposal and identifying the most responsive and responsible bidder.

### Task 3 – Provide Construction Quality Assurance

The goal of providing CQA of the GCCS construction is to document that the materials and installation of the works conform to the requirements presented in the Construction Drawings and Technical Specifications. This task will consist of three components:

1. CQA Administration.
2. Field CQA inspection and documentation.
3. CQA summary documentation.

#### CQA Administration

CQA Administration includes:

- Attend a Preconstruction Meeting.
- Attend weekly construction meetings.

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Page 5

- Review and approve submittals.
- Respond to the Contractor's request for information.
- Issue supplemental instructions (if necessary).
- Review Contractor change orders.
- Review Contractor progress pay requests.

Documentation of the meetings will be provided to the attendees following each meeting. Reviews and approvals of submittals, requests for information, supplemental instructions, change orders, and progress payment requests will be provided to the County following each occurrence.

#### Field CQA Inspection

Field CQA will consist of inspection, documentation, and notification for the vertical LFG wells and conveyance piping construction. Variances from the project Drawings, Technical Specifications, and best management practices (BMPs) will be noted and brought to the attention of the County and the Contractor for corrective action, if necessary.

CQA for the vertical LFG well construction process will consist of the following activities:

- Coordinate with the Contractor's surveyor and the Contractor to verify that the vertical LFG well locations are surveyed prior to initiating drilling in accordance with project requirements.
- Coordinate with the Contractor's surveyor and County staff to verify well locations and depths prior to drilling
- During drilling operations, the SCS CQA personnel will observe the advancement of the boring, documenting waste characteristics, temperature, moisture, and depth, at a minimum frequency of once every 10 feet.
  - SCS will document significant changes in waste characteristics, soil lenses, presence of perched water or zones of saturation encountered during drilling and document the final boring depth.
  - SCS will observe the proper collection and disposal of the boring-derived waste (to be disposed of at the active disposal "working face" area).
- During vertical LFG well construction, SCS will observe and document:
  - Materials used.
  - Total length of pipe.
  - Location and length of perforated and solid pipe.
  - Location of centralizers.
  - Location of settlement joints.
  - Thickness of filter pack.
  - Location and thickness of bentonite seals.
  - Number of bentonite bags per seal.
  - Depth of backfill.

CQA of the gas conveyance pipe construction process will consist of the following activities:



Mr. Scott Davis  
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- Intermittently observe pipe trench alignment and grade construction to receive conveyance pipe.
- Intermittently observe pipe trench excavation and preparation of bedding layer to receive conveyance pipe.
- Intermittently observe pipe placement to verify correct pipe diameters and wall thickness.
- Intermittently observe pipe welding and pipe installation to verify it complies with project Technical Specifications.
- Intermittently observe cleaning of pipes.
- Intermittently observe connections to existing conveyance pipes and installation of wellheads.
- Intermittently observe pressure testing and review the Contractors' documentation of pressure testing.
- Intermittently photograph pipe as installed prior to backfilling.
- Coordinate with the Contractor and Contractor's surveyor to verify the pipe alignment and grade, and that the pipe is surveyed at intervals and locations per project Technical Specifications.

Assumptions:

- We will attend the following meetings:
  - Our senior landfill gas engineer and lead CQA Inspector will attend the preconstruction meeting at the landfill.
  - On-Site CQA personnel will attend weekly construction meetings if not interfering with inspection activities.
  - All other meetings will be attended virtually by the senior landfill gas engineer.
- Site visits include
  - SCS CQA personnel will be onsite full time during drilling and well construction operations.
  - SCS CQA personnel will observe and document the fabrication and installation of the LFG conveyance piping on a periodic basis.
  - Up to four site visits by our senior landfill gas engineer.
  - Additional site visits will be considered out of scope. Prior to attending additional site visits, we will notify the County, and a scope change will be requested.
- Review of requests for information (RFIs) and Submittals from the Contractor include:
  - Up to 20 submittals provided by the Contractor.
  - Up to 10 RFIs, if received by the Contractor.
  - Responding to additional RFIs and submittals will be considered out of scope. Prior to responding to additional RFIs and/ or submittals, we will notify the County, and a scope change will be requested.
- We assume that the drilling and well construction will be completed in 20 working days. Additional days for drilling and construction will be considered out of scope. Prior to extending the duration of drilling and well construction, we will notify the County, and a scope change will be requested.

Mr. Scott Davis  
November 19, 2025  
Page 7

- The Contractor will use two crews for LFG well construction (requires two full-time CQA inspectors):
  - One inspector to observe drilling and advancement of the borings.
  - One inspector to observe the installation of the wells.
- The Contractor will provide a Washington-Licensed well driller per regulations.
- Fabrication of the LFG conveyance piping will be performed concurrently with well drilling and construction.
- The Contractor will provide a Washington-licensed land surveyor to provide construction staking and as-built survey.
  - The Contractor will provide SCS with AutoCAD files prepared by the Contractor's surveyor for the field activities.
- SCS will prepare one set of Record Drawings and one set of boring/well construction logs.

#### CQA Summary Documentation

SCS will prepare a project summary documenting the CQA program following completion of the construction activities. SCS will compile the documents, which will include the following:

- A summary of the construction activities.
- Boring and well completion logs.
- Record Drawings reflecting as-built conditions of all wells and all associated piping and appurtenances.
- Contractor-provided drawings.
- Submittals.
- Response to requests for information.
- Engineers' supplemental instructions.
- Field inspection reports.
- Field test reports.
- Construction related correspondence.

#### SCHEDULE

Once SCS receives notice to proceed from the County, a schedule for completing the project will be provided. Tentatively, SCS has planned for the tasks and deliverables listed in this proposal to be provided in accordance with the preliminary schedule provided below:

| Task No. | Description                    | Date       |
|----------|--------------------------------|------------|
|          | Notice to Proceed              | January 16 |
| 1        | GCCS Design                    | April 17   |
| 2        | Executed Construction Contract | June 19    |
| 3        | Vertical LFG Well Completion   | August 7   |



Mr. Scott Davis  
November 19, 2025  
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| Task No. | Description                    | Date         |
|----------|--------------------------------|--------------|
| 4        | LFG Conveyance Pipe Completion | September 11 |

## PROJECT BUDGET

Our fees for the above-described task are presented in the table below. SCS will perform these services on a time and materials basis. Fees will be billed monthly on a time and materials basis.

| Task No. | Description                                                 | Subtotal         |
|----------|-------------------------------------------------------------|------------------|
| 1        | Prepare Construction Documents for GCCS                     | \$40,250         |
| 2        | Assisting with Bidding for Selecting a Qualified Contractor | \$6,750          |
| 3        | Provide Construction Quality Assurance                      | \$130,500        |
|          | <b>TOTAL</b>                                                | <b>\$177,500</b> |

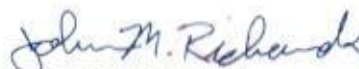
## CLOSING

We look forward to providing engineering services for a successful project this year. If you have any questions regarding our proposal, please do not hesitate to contact the undersigned.

Sincerely,



Ted Massart  
Senior Project Engineer  
SCS Engineers



John M. Richards, P.E.  
Vice President / Project Director  
SCS Engineers

## BOARD OF YAKIMA COUNTY COMMISSIONERS AGREEMENT

**Agreement Number**

BOCC Agreement

016-2026

Yakima County, WA

### BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
LaDon Linde, Chair

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

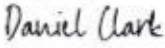
\_\_\_\_\_  
Kyle Curtis, Commissioner

**DATED:** JAN 27 2026

*Attest:*

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

**Approved as to Form:**

Signed by:  
  
COC000FB43384F9  
\_\_\_\_\_  
Deputy Prosecuting 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: Nitasha Allgaier  
 Department: Public Services  
 Requested Agenda Date: 1/27/26  
 Presenting: David Haws

Board of County Commissioners Record Assigned

#

BOCC Agreement

017-2026

Yakima County, WA

### Action Requested – Check Applicable Box:

☐

PASS RESOLUTION

☒

EXECUTE or AMEND

☐

PASS ORDINANCE

AGREEMENT, CONTRACT, or GRANT

☐

ISSUE PROCLAMATION

☐

OTHER \_\_\_\_\_

### Document Title:

Execute Professional Services Agreement #C26004-P with SCS Engineers.

### Background Information:

The Consultant will provide professional engineering, consulting, construction support, design and related services on one the site improvement construction on the Landfill Gas Flare Facilities at Terrace Heights Landfill and Cheyne Landfill.

### Describe Fiscal Impact:

Amount not to exceed \$32,000.00

### Summary & Recommendation:

Yakima County Public Services recommends the Commissioners consideration in authorizing professional services agreement with SCS Engineers.

Department Head/Elected Official Signature

Initial

Corporate Counsel Initial (for Agreements Only)

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, hereinafter "County", whose address is 128 North 2<sup>nd</sup> Street, Yakima, Washington 98901, and "Consultant", more specifically identified as:

### CONSULTANT

|                     |                                           |
|---------------------|-------------------------------------------|
| Name:               | SCS Engineers                             |
| Street:             | 2405 140 <sup>th</sup> Ave. NE, Suite 107 |
| City, State, Zip:   | Bellevue, WA 98005                        |
| Federal Tax I.D. #: | 54-0913440                                |
| U.B.I. #            | 600-407-377                               |

### COUNTY

Yakima County Public Services  
Attn:  
128 N. 2<sup>nd</sup> St., 4<sup>th</sup> Floor  
Yakima, WA 98901

### RECITALS:

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

1. **Service and scope:** The Consultant will provide services to Yakima County for the following described work:

**Agreement# C26004-P**

**Engineering Services for design and site improvements for landfill gas flare facilities at Terrace Heights Landfill and Cheyne Landfill per attached scope of work.**

2. **Amendments.** This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.
3. **Compensation.** The maximum aggregate compensation paid to the Consultant shall not exceed: \$ 32,000.00 for the total of all work over the term of this agreement, as may be extended, and shall be full compensation for all costs and expenses. The County makes no guarantee that work issued under this contract will total the maximum aggregate compensation identified above. The Consultant shall maintain a written record of all expenses and submit detailed monthly invoices to:

Yakima County Public Services  
128 N 2<sup>nd</sup> Street, Fourth Floor Courthouse  
Yakima, Washington 98901

The County shall pay the Consultant within 30 days of acceptable invoice receipt. All billings must be submitted by the Consultant within 60 days of the completion of the services.



4. **Independent Consultant.** For the purposes of this contract, the Consultant acknowledges they are not an officer, employee, or agent of Yakima County. The Consultant shall not hold out itself or any of its employees as, nor claim for itself if its employees any rights, privileges, or benefits, which would accrue to an employee of the County. The Consultant shall indemnify and hold harmless the County from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Consultants or its employees or assigns. The Consultant is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
5. **Nondiscrimination.** The Consultant agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation. The Consultant and any subconsultants shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans and individuals with disabilities.
6. **Assignment.** The Consultant shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the County.
7. **Termination.** Either party may terminate this contract upon thirty days' written notice sent by certified mail to the addresses listed above.

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

8. **Indemnification and hold harmless.** The Consultant does hereby release, indemnify and provide to defend and save harmless Yakima County from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the County in defense thereof, asserted or arising directly on account of or out of acts or omissions of the Consultant and the Consultants agents, employees and consultants in the exercise of the rights herein; PROVIDED, this paragraph does not purport to indemnify the County against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of (a) County or County's agents or employees; and PROVIDED FURTHER, that if the claims or damages are caused by a result from the concurrent negligence of the County, its authorized agents, officers or employees and (b) Consultant its authorized agents, officers or employees or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Consultant or its authorized agents, consultants or employees. Nothing in this indemnification clause shall be construed to apply to any actions, proceedings, suits, or claims for inverse condemnation, or condemnation, arising under Title 8, Chapter 8.08, Sections 8.08.005 thru 8.08.130 of the Revised Code of Washington or otherwise.
9. **Liability insurance.** Commercial General Liability insurance at a limit of liability not less than \$2,000,000 Each Occurrence, and \$5,000,000 General Aggregate per project. Insurance shall be written on ISO occurrence form CG 00 01 or an alternate form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limiting Products Completed,



Operations, or Contractual Liability Cross Liability. Yakima County, its officers, employees, agents, and volunteers shall be named as Additional Insureds under the coverage with respect to the work performed under this Agreement. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Business Automobile Liability insurance at a combined single limit of liability for bodily injury and property damage not less than \$2,000,000 Each Occurrence covering all Owned, Non-owned, Hired, and leased automobiles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equal or broader liability coverage. In the event the Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If necessary, the policy shall be endorsed to provide contractual liability coverage.

10. **Verification of coverage.** Prior to execution of this Agreement, Consultant shall furnish the County with original Certificates of Insurance and a copy of any amendatory endorsement, including without limitation, the Additional Insured endorsement, evidencing the insurance requirements.
11. **Consultants' Waiver of Employer's Immunity under Title 51 RCW:** The Consultant indents that its obligations to indemnify, defend, and hold harmless employee contributions set forth above in sections 4 and following section 9, shall operate with full effect regardless of any provision contrary in Title 51 RCW, Washington Industrial Insurance Act. Accordingly, the Consultant specifically assumes all potential liability for defense and payment of judgement in all actions brought to employees of the Consultant against the County and its officers, employees, and volunteers, and for the purposes of enforcing the Consultant's obligations to indemnify, defend, and hold harmless set forth above in section 4, the Consultant, specifically waives any immunity granted under the state industrial insurance law, Title 51 RCW. The parties have mutually negotiated this waiver. The Consultant shall similarly require that any subconsultant it retains in connection with its performance of this Agreement shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subconsultant.
12. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement.
13. **Severability.** If any term of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.
14. **Records.** The Consultant agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Consultant further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.

The Consultant shall, at no cost, provide to the County and the Office of the State Auditor reasonable access to the Consultant's records. These inspection rights are intended to allow the County and the State Auditor to monitor, audit, and evaluate the Consultant's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive seven years following this Agreement's termination or expiration.

15. **Ownership of Material.** Material created by the Consultant and paid for by the County as part of this



Agreement shall be owned by the County and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Consultant uses to perform the Program Agreement but is not created for or paid for by the County is owned by the Consultant and is not "work made for hire"; however, the County shall have a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Consultant has a right to grant such a license.

16. **Double Payment Prohibited.** The Consultant shall not bill the County for any services, in whole or in part, which have been reimbursed or will be reimbursed by another source. In the event payment is received from another source subsequent to receiving payment from the County, the Consultant shall deduct the amount from the next regular billing.
17. **Laws, venue, jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
18. **Debarment Certification.** The Consultant, by signature to this Contract, certifies the Consultant, its Principles and any Subconsultants are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Consultant also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Consultant shall immediately notify the County if, during the term of this Contract, the Consultant, its Principles or Subconsultants becomes debarred. The County may immediately terminate this Contract by providing the Consultant written notice if the Consultant becomes debarred during the term of this Contract.
19. **Attorney Fees.** In the event of any dispute, litigation, or arbitration arising out of, or relating to, this Agreement, each party shall be responsible for and pay its own attorney's fees, costs, and expenses, regardless of the outcome.
20. **Term.** The term of this contract shall be from Date of Execution to September 30, 2026.

This Agreement is entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and is executed with three original copies, of which one is to be delivered to the Consultant, one to the County Project Manager and one to the Public Services Accounting Office.

**CONSULTANT:**

SCS Engineers

Company Name

John M. Richards

Signature

John M. Richards

Signer's name printed or typed



## SCS ENGINEERS

Environmental Consultants & Contractors

January 7, 2026  
File No. 04223055.00

Mr. Scott Davis  
Yakima County Department of Public Works  
Solid Waste Division  
7151 Roza Hill Drive  
Yakima, WA 98901

Subject: Proposal for Design and Site Improvements for Landfill Gas Flare Facilities- Terrace Heights Landfill and Cheyne Landfill

Dear Scott

In accordance with our previous phone calls, in person meeting, and emails, we have prepared this proposal to prepare documents to assist you with adding fencing for landfill gas flare facilities at the Terrace Heights and Cheyne Landfills as well as stairs at the Terrace Heights Landfill, Yakima County, Washington.

### BACKGROUND

The County owns and operates landfill gas (LFG) collection and control systems at Terrace Heights Landfill and the Cheyne Landfill. These flare systems are critical infrastructure elements supporting landfill gas control, methane emissions reduction, and compliance with Washington State Department of Ecology (Ecology) and federal regulatory requirements.

Existing site conditions at both flare locations include limited physical security, unfinished surface conditions, and access infrastructure that does not meet long-term operational or safety standards. At Terrace Heights, access to the elevated flare platform is currently provided by a temporary, construction-grade staircase that is not intended for permanent use and is not expected to meet safety requirements. In addition, disturbed soils surrounding both flare stations, particularly at Terrace Heights, due to slope conditions, present an elevated erosion risk during periods of increased precipitation.

The County intends to implement permanent improvements to address safety, security, erosion control, and long-term maintainability at both flare facilities. Portions of this work may be eligible for funding through existing grant programs, including the Washington State Public Works Board (PWB) grant at the Cheyne site and the Ecology Landfill Methane Emissions Reduction (LMER) grant at the Terrace Heights site.

### PROJECT UNDERSTANDING

The Project consists of preparing engineering and design documents to support construction of site and access improvements at the Terrace Heights and Cheyne landfill gas flare stations.



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January 7, 2026  
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Improvements will include:

- Installation of chain-link fencing with lockable gates around both flare units for security and controlled access for both Cheyne and Terrace Heights flare stations,
- Design of a permanent, code-compliant access staircase at the Terrace Heights flare to replace the existing temporary structure, and
- Stabilization of disturbed soils surrounding the Terrace Heights flare stations through hydro-seeding and/or crushed rock surfacing to reduce erosion potential and improve site conditions.

The improvements are intended to enhance worker safety, meet applicable OSHA and building code requirements, improve site security, reduce erosion impacts, and support the County's landfill gas management and methane reduction objectives.

## SCOPE

We will provide the following services related to this Project:

### Kickoff Meeting and Site Review

We will initiate the Project by attending a kickoff meeting with County staff to confirm objectives, grant constraints, permitting considerations, and schedule. We anticipate that our design team lead designer (Ted Massart) and our structural engineer (Arcon SE) will participate via video conference call.

### Flare Security Improvements – Chain-Link Fencing

We will prepare design documents for chain-link fencing enclosures at both the Terrace Heights and Cheyne flare stations. The design will include fencing alignment, height, gate locations, barbed wire, lockable access provisions, and coordination with existing flare equipment, utilities, and maintenance access requirements. Materials and details will be selected for durability and long-term outdoor exposure.

To the extent possible, design elements will be developed to support eligibility under the PWB grant at Cheyne and the ECOLOGY LMER grant at Terrace Heights, as applicable.

### Permanent Access Staircase – Terrace Heights Flare Station

We will evaluate existing conditions at the Terrace Heights flare station and prepare a design for a permanent access staircase to the elevated flare platform. The staircase will be designed as an all-weather galvanized steel structure with appropriate foundations, handrails, guardrails, landings, and tread geometry, and will comply with OSHA requirements and applicable building codes. Structural calculations and construction details will be prepared to support permitting and construction.

### Site Surface Stabilization and Erosion Control

We will provide recommendations and design details to stabilize disturbed soils surrounding the Terrace Heights flare station. Attention will be given to slope stability and erosion control at the Terrace Heights site. The scope will include evaluation and design of hydroseeding, crushed rock



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surfacing, or a combination of both, including material specifications, thickness, drainage considerations, and constructability. These improvements are intended to reduce sediment transport, improve safety and access, and support long-term operations.

## General and Structural Plans

General, Site Civil and Structural plans and details will be prepared for the Installation of chain-link fencing, accessible staircase, coordinated with the as-built plans for the existing facility and other drawings. We will prepare 60 percent and 100 percent complete level design plans and specifications for your review and comment. The final design plans and specifications to be issued to the Contractor will incorporate your comments on the 100 percent complete review set. The following general, site civil, and structural sheets are anticipated for the Project:

- C1 Fencing layout
- C2 Fencing details
- C3 Surface stabilization and erosion control details
- S1 Structural General Notes and Specifications
- S2 Stair Plan
- S3 Stair Section
- S4 Foundation Plan
- S5 Structural Details

## Coordination Meetings/ Plan Check Process

We will attend telephone or video conference coordination meetings during the development of the Project, including communications and product coordination with vendors of construction products, which may be incorporated in the Project. We will also address and answer comments issued by the reviewing agencies, and modify the plans as appropriately required to obtain permit.

## Assistance with Contractor Change Order

SCS will provide Change Order Support to the County for coordinating the work with the existing Contractor for the construction of the necessary chain-link fencing and staircase. We will provide the following services:

- Preparation of Construction Documents.
- Assist with issuing the Change Order to the Contractor.
- Coordinate with the Contractor regarding the Construction Drawings and Specifications as necessary for the Change Order.
- SCS will review the proposed fee submitted to the County by the Contractor.

## Assumptions

- Submittal of the Construction Drawings and Specifications to the Contractor will be performed by Yakima County.
- SCS will review the proposed fee submitted by the Contractor.

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January 7, 2026  
Page 4

- One site visit per flare location is assumed. Additional site visits may be provided as an additional service.
- Surveying, geotechnical investigations, and environmental sampling are not included.
- The Contractor will be responsible for all utility locations
- No modifications to the flare equipment are included.

## Exclusions

The following are expressly excluded from the proposed work by SCS:

- Actual construction of fencing, stairs, or site improvements.
- Preparation of grant applications or amendments.
- Long-term erosion monitoring or maintenance planning beyond design details.
- Preparation of operations and maintenance manuals.

## Provide Construction Quality Assurance

The goal of providing CQA of the GCCS construction is to document that the materials and installation of the works conform to the requirements presented in the construction drawings and specifications. We will review shop drawings and submittals, respond to structural related RFI's, review Contractor's field change requests, and provide reasonable telephone construction support during construction. One reviewed copy of the submittals will be returned to you for reproduction and distribution to the appropriate parties involved.

This task will consist of three components:

- CQA Administration.
- Field CQA inspection and documentation.
- CQA summary documentation.

## Record Drawings

At the completion of the construction, we will revise the project plans to match known as-built conditions resulting from changes reported during construction.

## PROJECT SCHEDULE

We are prepared to commence the work efforts identified above upon receiving authorization to proceed. Design activities are anticipated to begin immediately following authorization and proceed in coordination with Yakima County staff and applicable permitting agencies. The design effort is expected to be completed within approximately 6 weeks of notice to proceed, subject to the timely receipt of County review comments and agency feedback. Construction is anticipated to be completed by the summer of 2026 calendar year, subject to contractor scheduling.



Mr. Scott Davis  
January 7, 2026  
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## COMPENSATION

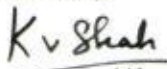
SCS will perform the above services on a lump sum basis per site. SCS requests a budget of \$32,000 to perform the services described under this change order. This budget includes services as described in the Scope. Invoicing will be on a monthly percent complete basis for each activity and work accomplished during the invoicing period. Any services requested beyond the defined scope will be performed only upon written authorization from Yakima County and may require a contract amendment. Breakdown of Terrace Heights and Cheyne landfill budget is as below:

| Landfill        | Estimated Budget |
|-----------------|------------------|
| Terrace Heights | \$20,600         |
| Cheyne          | \$11,400         |
| <b>Total</b>    | <b>\$32,000</b>  |

## CLOSING

Please feel free to contact either of the undersigned if you have any questions regarding this proposal. We appreciate the opportunity to continue supporting Yakima County with improvements to the Terrace Heights and Cheyne Landfill facilities and look forward to working with you on this Project.

Sincerely,



Ketan Shah, Ph.D.  
Project Manager  
SCS Engineers



John M. Richards, P.E.  
Vice President / Project Director  
SCS Engineers

# BOARD OF YAKIMA COUNTY COMMISSIONERS AGREEMENT

**Agreement Number**

BOCC Agreement

017-2026

Yakima County, WA

## BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
LaDon Linde, Chair

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

\_\_\_\_\_  
Kyle Curtis, Commissioner

**DATED:** JAN 27 2026

*Attest:*

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

**Approved as to Form:**

Signed by:  
Daniel Clark  
\_\_\_\_\_  
Deputy Prosecuting Attorney



**Board of Yakima County Commissioners**  
**Accounts Payable Warrant Approval**

**Conflict of Interest Disclosure**

**Payee:** McKinney's Auto Glass Inc

**Warrant No.** 885139

Please do not use Commisioner Mckinney's Signature

**Certification of Claims Clearing in the amount of** \$735.76

**ISSUE DATE** 1/15/26

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



Yakima County Auditor's Office, Accounts Payable

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

This 27<sup>th</sup> day of January, 20 26



**Chairman, Board of County Commissioners**

OR

**Commissioner**

**Commissioner**