



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

Meeting Passcode: 698487

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

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

4. CONSENT ITEMS

5. AUDITOR

A. 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. TECHNOLOGY SERVICES

A. Agreement 18-2026

Agreement with CDW Government for the Purchase of Solarwinds Advanced IT Monitoring System.

Fiscal Impact: This is a 3-Year Contract for \$125,480.07 That Will Be Annualized. Annual Cost of This Product's License is \$41,826.69

Documents:

[BOCC 18-2026.PDF](#)

12. REGULAR AGENDA

A. Accounts Payable Warrant Approval - McKinney Glass

Issue Date: 1.15.26

Documents:

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

13. NEW BUSINESS

14. 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>.

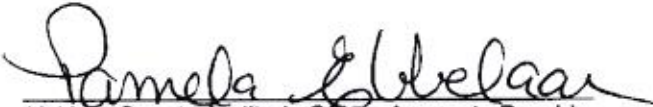
Board of Yakima County Commissioners
Accounts Payable Warrant Approval

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 27th 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

LaDon Linde, Chair

Amanda McKinney, Commissioner

Attest: Julie Lawrence, Clerk of the Board

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



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

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

Prepared by: 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.


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*

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

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. 2nd Street, 4th Floor Courthouse

City: Yakima, WA Zip Code: 98901 County: Yakima

Phone #: 509-574-2300 email address: david.haws@co.yakima.wa.us

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

Mailing Address: 128 N. 2nd Street, 4th Floor Courthouse

City: Yakima, WA Zip Code: 98901 County: Yakima

Phone #: 509-574-2300 email address: matt.pietrusiewicz@co.yakima.wa.us

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

Mailing Address: 128 N. 2nd Street, 4th Floor Courthouse

City: Yakima WA Zip Code: 98901 County: Yakima

Phone #: 509-574-2300 email address: matt.pietrusiewicz@co.yakima.wa.us

*When the Title VI coordinator changes, notify TitleVI@WSDOT.wa.gov within 30 days.

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.

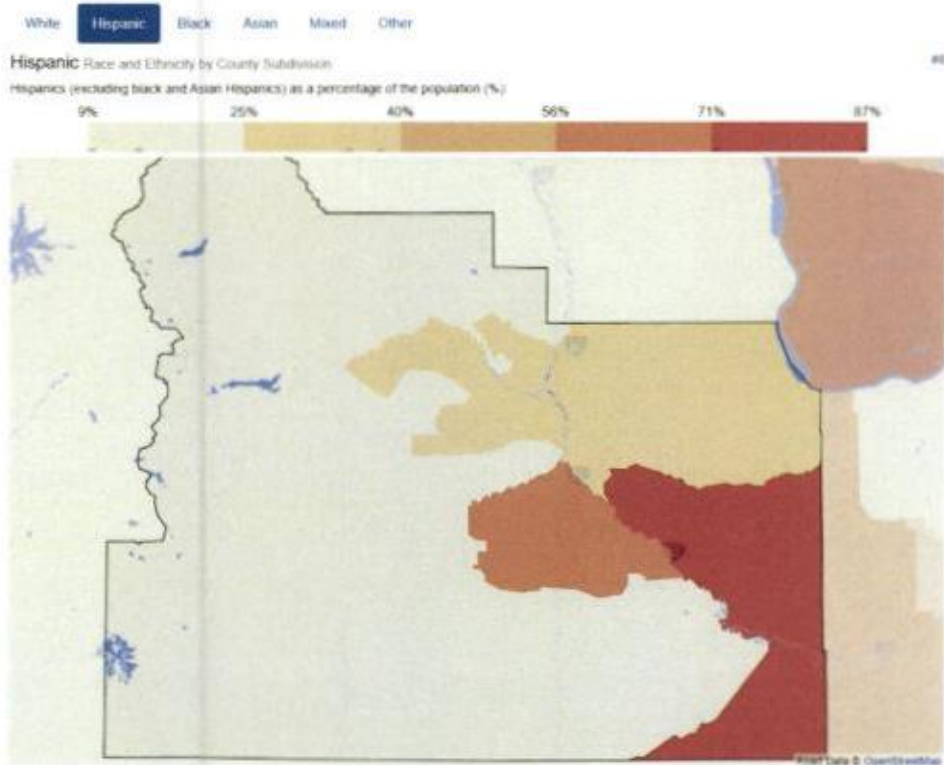
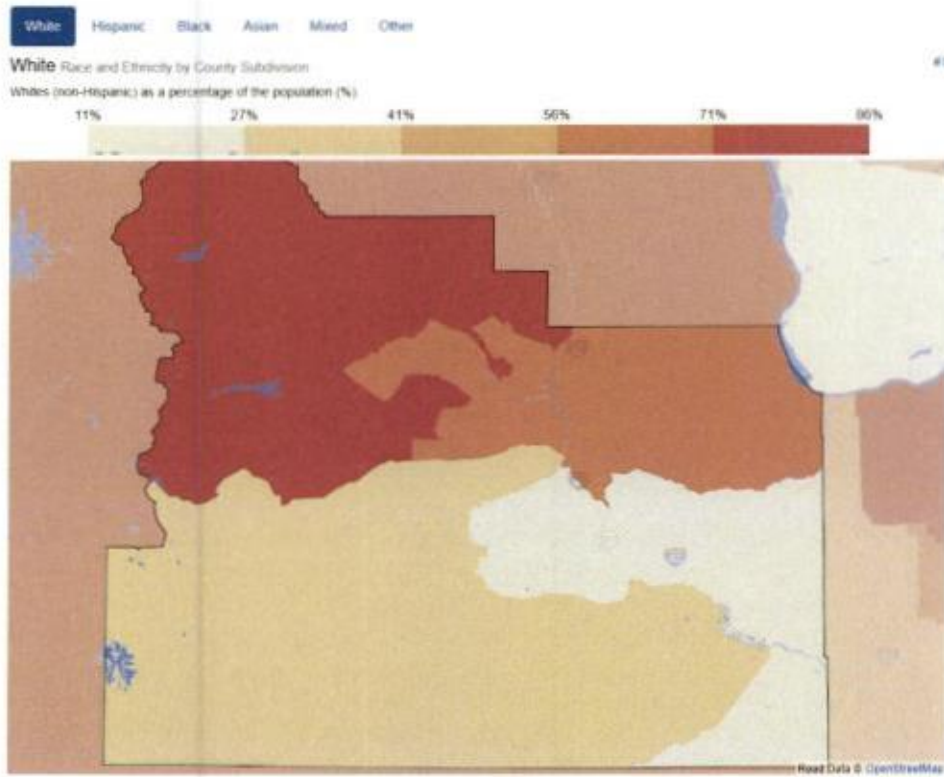
Structure: Title VI Specialists work with the coordinator to ensure compliance by contractors, subcontractors, consultants, suppliers and other sub-recipients under federally funded projects or programs. They are listed in Table 1 below.

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

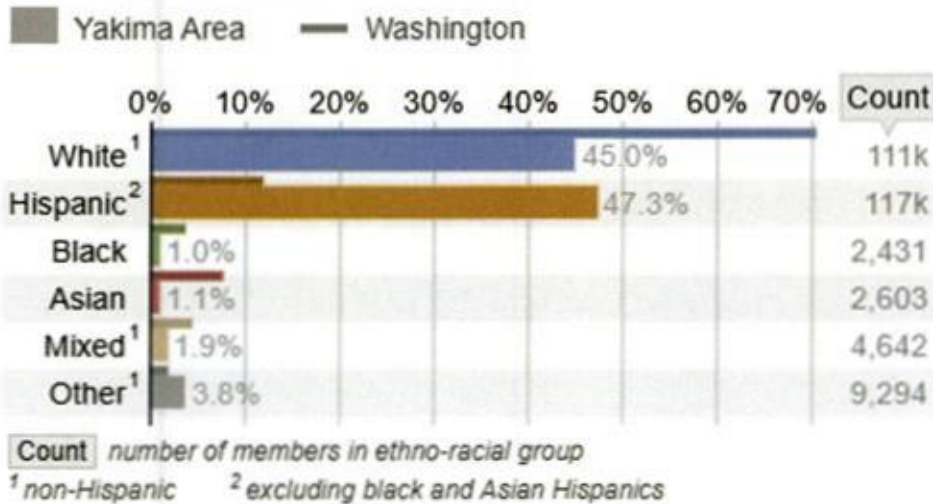


Race and Ethnicity

#1

Percentage of the total population.

Scope: population of Washington and the Yakima Area

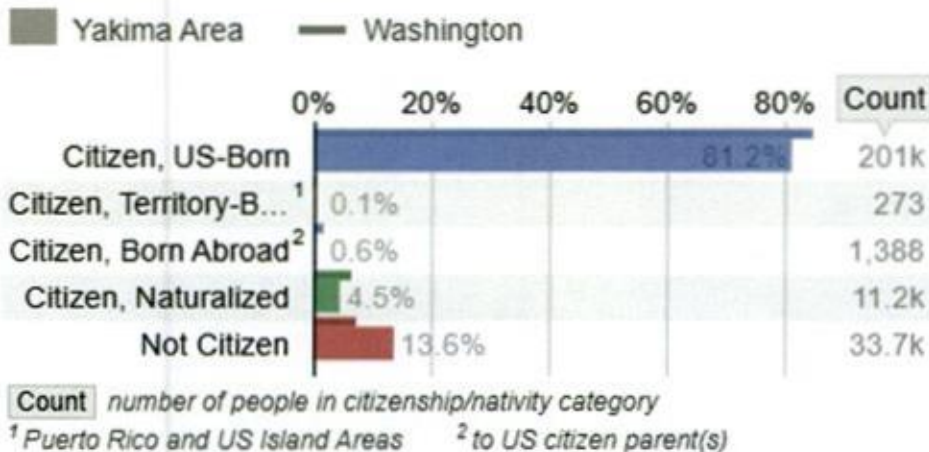


Citizenship and National Origin

#1

Percentage of the total population.

Scope: population of Washington and the Yakima Area



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

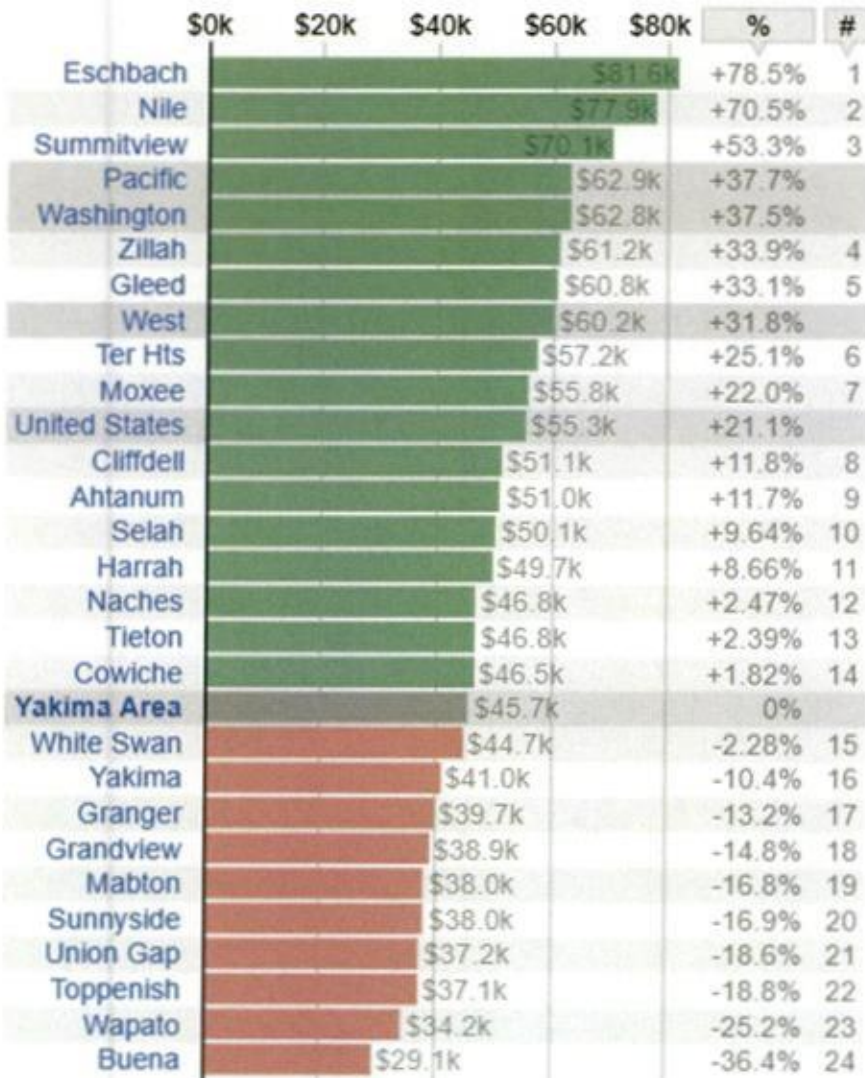
<u>Race</u>	<u>No.</u>	<u>%</u>
White	115,489	45.0
Hispanic	121,392	47.3
Black	2,566	1.0
Asian	2,823	1.1
Mixed	4,976	1.9
Other	9,496	3.7

- 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 1st Street and North 7th 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. 57th 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. 57th Street to deter these activities.

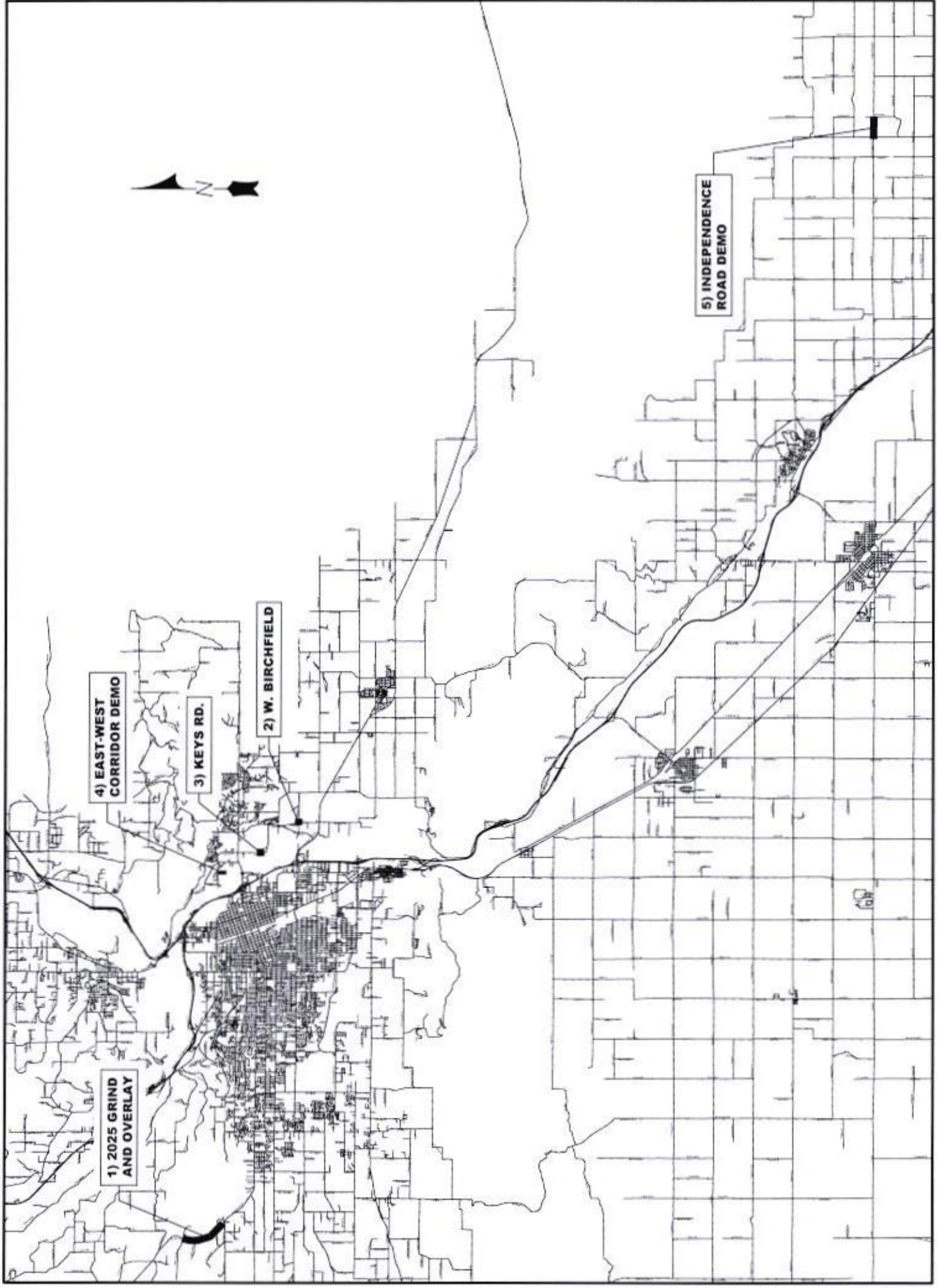


FIGURE 1: CONSTRUCTION PROJECTS STARTED FROM 10-1-24 TO 9-30-25

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
Design and Engineering	White	5	2
Total Design and Engineering:		5	2
Right of Way	White	3	
	Hispanic		1
Total Right of Way:		3	1
Construction Services	White	8	1
	Black	1	
	Middle Eastern	1	
Total Construction Services:		10	1
Traffic and Transportation	White	6	1
	Black	1	
Total Traffic and Transportation:		7	1
Road Maintenance	White	42	3
	Hispanic	8	
Total Road Maintenance:		50	3

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. 57th 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 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 27th day of March, 2007.
reso/title6

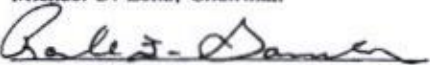


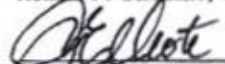
ATTEST:


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:

Design & Engineering	Engineering Services Manager	Bill Maggard,
Right of Way Services	Right of Way Services Manager	Mike Waits
Construction Services	Construction Manager	Rick Gregory
Traffic & Transportation Services	Traffic Engineer	Kent McHenry
Road Maintenance	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 appraising 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.

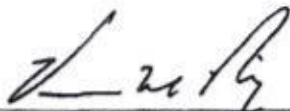
7. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real 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.

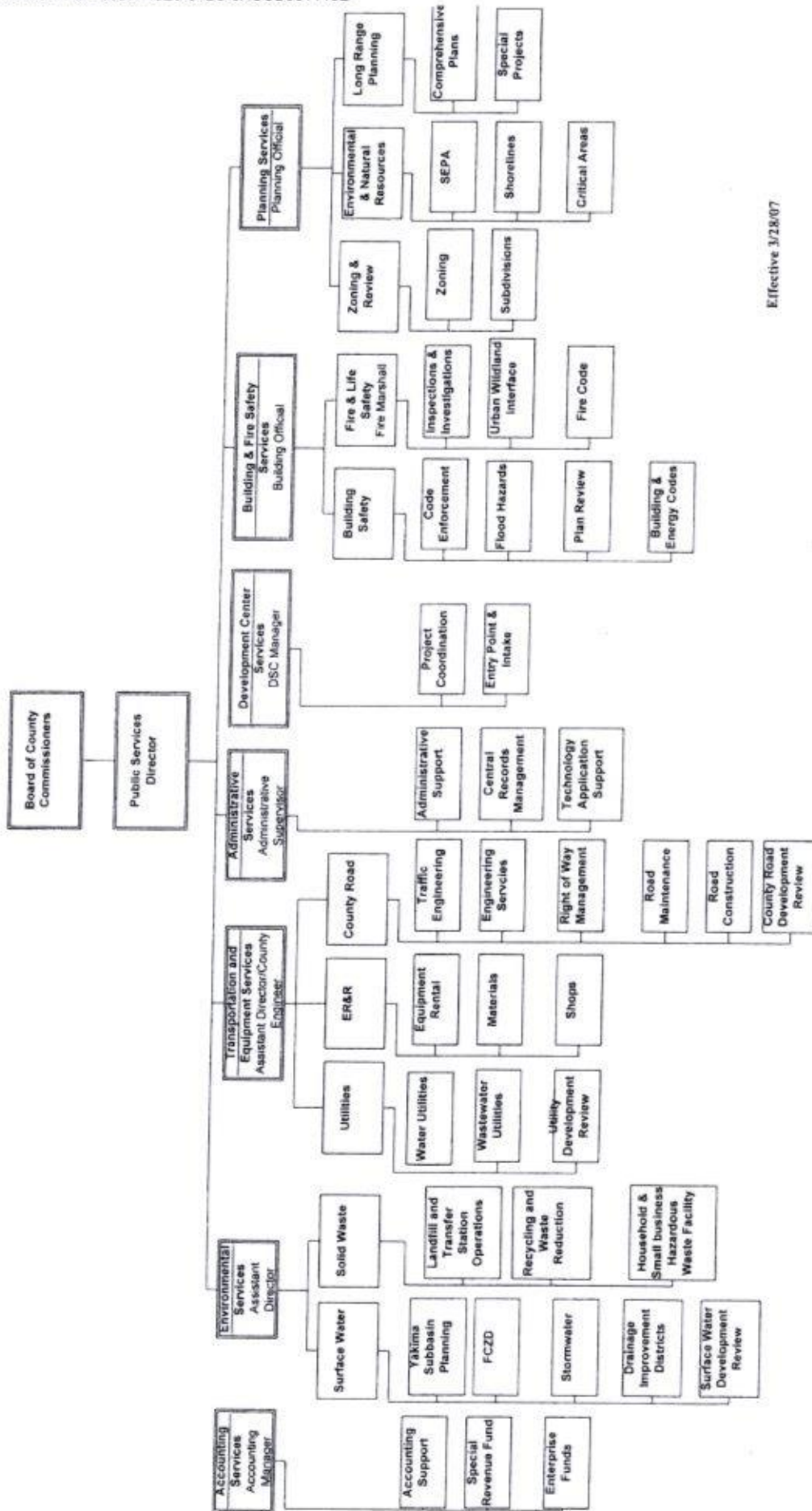
That in the event of breach of any of the above non-discrimination covenants, the County shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

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



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

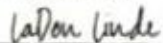
Julie Lawrence, Clerk of the Board

DS



DocuSigned by

Amanda McKinney, Chair

DocuSigned by

LaDon Linde, Commissioner

DocuSigned by

Ron Anderson, Commissioner

YAKIMA COUNTY POLICY STATEMENT

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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 11 2025

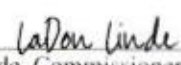
Attest:


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 27th 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:

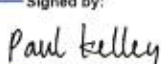
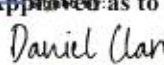
Department Head/Elected Official Signature

88958D4A6B72420

Initial

Corporate Counsel Initial (for Agreements Only)

HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A ☒ SUBRECIPIENT ☐ VENDOR		CONTRACT NUMBER: YC-DAC-MHST-2026	
1. NAME/ADDRESS: Yakima County Assigned Counsel 104 North 1 st Street Yakima, WA 98901 (509) 574-1160	2. ORIGINAL CONTRACT AMOUNT: \$118,790	5. PREVIOUS CONTRACT AMOUNT:	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:	
	4. TOTAL CONTRACT AMOUNT: \$118,790	7. NEW TOTAL CONTRACT AMOUNT:	
8. CONTACT: Paul Kelley Director 104 North 1 st Street Yakima, WA 98901 (509) 574-1169 Paul.kelley@co.yakima.wa.us	9. COUNTY PROGRAM CONTACT: Yakima County Human Services Melissa Holm, Manager 223 N 1 st Street Yakima, WA 98901-2639 (509) 856-5005 Melissa.Holm@co.yakima.wa.us	10. COUNTY FISCAL CONTACT: Yakima County Human Services Sandy Kobes, Accountant III 223 N 1 st Street Yakima, WA 98901-2639 (509) 574-1367 Sandy.Kobes@co.yakima.wa.us	
11. CONTRACT START DATE: January 1, 2026		12. CONTRACT END DATE: December 31, 2026	
13. FUNDING AUTHORITY: Yakima County – Mental Health Sales Tax			
14. CFDA NUMBER(s): N/A		15. CFDA TITLE(S): N/A	
16. PURPOSE: Therapeutic Court – Defense Services			
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: ☒ Exhibits (specify): EXHIBIT A – Special Terms & Performance Measures EXHIBIT B – Budget & Billable Categories			
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.			
YAKIMA COUNTY DEPARTMENT OF ASSIGNED COUNSEL Signed by:  722C260A997E44B Paul Kelley, Director 1/14/2026 Date Approved as to Form:  4016C0B2CBE04F8 Deputy Prosecuting Attorney Agreement Number BOCC Agreement		BOARD OF COUNTY COMMISSIONERS LaDon Linde, Chair Amanda McKinney, Commissioner Kyle Curtis, Commissioner JAN 27 2026 DATED Attest: Julie Lawrence, Clerk of the Board or 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 of 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
TOTAL	\$118,790

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 no later than the 25th of the month. If the 25th falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25th 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 25th 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:

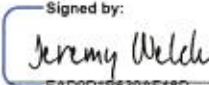
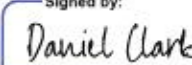
Department Head/Elected Official Signature

86958D4A6B72420...

Initial

Corporate Counsel Initial (for Agreements Only)

HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A ☒ SUBRECIPIENT ☐ VENDOR		CONTRACT NUMBER: YC-DOC-MHST-2026	
1. NAME/ADDRESS: Yakima County Dept of Corrections 111 N Front Street Yakima, WA 98901 (509) 574-1758	2. ORIGINAL CONTRACT AMOUNT: \$117,510	5. PREVIOUS CONTRACT AMOUNT:	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:	
	4. TOTAL CONTRACT AMOUNT: \$117,510	7. NEW TOTAL CONTRACT AMOUNT:	
8. CONTACT: Jeremy Welch 111 N Front Street Yakima, WA 98901 (509) 574-1758 jeremy.welch@co.yakima.wa.us	9. COUNTY PROGRAM CONTACT: Yakima County Human Services Melissa Holm, Manager 223 N 1 st Street Yakima, WA 98901-2639 (509) 856-5005 Melissa.Holm@co.yakima.wa.us	10. COUNTY FISCAL CONTACT: Yakima County Human Services Sandy Kobes, Accountant III 223 N 1 st Street Yakima, WA 98901-2639 (509) 823-8881 Sandy.Kobes@co.yakima.wa.us	
11. CONTRACT START DATE: January 1, 2026		12. CONTRACT END DATE: December 31, 2026	
13. FUNDING AUTHORITY: Yakima County – Mental Health Sales Tax			
14. CFDA NUMBER(s): N/A		15. CFDA TITLE(S): N/A	
16. PURPOSE: Medicated Assisted Treatment Program			
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: ☒ Exhibits (specify): EXHIBIT A – Special Terms & Performance Measures EXHIBIT B – Budget & Billable Categories			
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.			
YAKIMA COUNTY DEPARTMENT OF CORRECTIONS Signed by:  EAD9C15638AF48D Jeremy Welch, Director 1/13/2026 Date Approved as to Form: Signed by:  4018C092CBE04F8 Deputy Prosecuting Attorney Agreement Number BOCC Agreement		BOARD OF COUNTY COMMISSIONERS LaDon Linde, Chair Amanda McKinney, Commissioner Kyle Curtis, Commissioner DATED: JAN 27 2026 Attest: Julie Lawrence, Clerk of the Board 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
TOTAL	\$117,510

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 no later than the 25th of the

month. If the 25th falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25th 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 25th 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

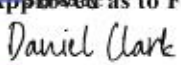
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Initial

DC

Corporate Counsel Initial (for Agreements Only)

HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A ☒ SUBRECIPIENT ☐ VENDOR		CONTRACT NUMBER: GCO-Shelter-MHST-2026	
1. NAME/ADDRESS: Grace City Outreach UEI: W38K57L5J311 PO Box 9074 Yakima, WA 98901 (509) 305-4383		2. ORIGINAL CONTRACT AMOUNT: \$198,727	
		3. CASH MATCH REQUIREMENT:	
		4. TOTAL CONTRACT AMOUNT: \$198,727	
8. CONTACT: Mike Kay, Executive Director PO Box 9074 Yakima, WA 98901 (509) 305-4383 chv.director@gmail.com		9. COUNTY PROGRAM CONTACT: Yakima County Human Services Melissa Holm, Manager 223 N 1 st Street Yakima, WA 98901-2639 (509) 856-5005 Melissa.Holm@co.yakima.wa.us	
		10. COUNTY FISCAL CONTACT: Yakima County Human Services Sandy Kobes, Accountant III 223 N 1st Street Yakima, WA 98901-2639 (509) 823-8881 Sandy.Kobes@co.yakima.wa.us	
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13. FUNDING AUTHORITY: Yakima County – Mental Health Sales Tax			
14. CFDA NUMBER(s): N/A		15. CFDA TITLE(S): N/A	
16. PURPOSE: Expanding Behavioral Health Services at Camp Hope with Mental Health Sales Tax Funding			
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: ☒ Exhibits (specify): EXHIBIT A – Special Terms & Performance Measures EXHIBIT B – Budget & Billable Categories EXHIBIT C – Certificate of Insurance			
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.			
GRACE CITY OUTREACH		BOARD OF COUNTY COMMISSIONERS	
 Michael Kay, Director		LaDon Linde, Chair	
1/15/26 Date		Amanda McKinney, Commissioner	
Approved as to Form:  4016C0B2CBE04F6 Deputy Prosecuting Attorney		Kyle Curtis, Commissioner	
Agreement Number BOCC Agreement		DATED: JAN 27 2026	
010-2026		Attest: Julie Lawrence, Clerk of the Board 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 5th 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. 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>
<i>Year 1: 1/1/2026-12/31/2026</i>	
Administration	\$17,421
Facility Support	\$19,467
Operations	\$161,839
TOTAL YEAR 1	\$198,727
<i>Year 2: 1/1/2027-12/31/2027***</i>	
Administration	\$17,421
Facility Support	\$19,467
Operations	\$161,839
TOTAL YEAR 2	\$198,727
GRAND TOTAL:	\$397,454

*****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 no later than the 25th of the month. If the 25th falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25th 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 25th 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).

PRODUCER Hub International Northwest LLC P.O. Box 10088 Yakima, WA 98909	CONTACT NAME: Ryan Moore PHONE (A/C, No, Ext): (509) 965-2090 FAX (A/C, No): (509) 966-3454 E-MAIL ADDRESS: Ryan.moore@hubinternational.com														
INSURED Grace City Outreach 500 University Pkwy Apt 211 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 :	
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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	☒ COMMERCIAL GENERAL LIABILITY			001576500	8/29/2025	8/29/2026	EACH OCCURRENCE \$ 1,000,000
	☒ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$
	☐ POLICY ☐ PROJECT ☐ LOC		PERSONAL & ADV INJURY \$ 1,000,000				
	OTHER:						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ Included
B	AUTOMOBILE LIABILITY			71APR438441	8/29/2025	8/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	☒ UMBRELLA LIAB ☒ OCCUR			IXG681306	8/29/2025	8/29/2026	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Auto Umbrella			IXG681306	12/6/2024	8/29/2025	Aggregate 2,000,000

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 128 N 2nd Street 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. 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: 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

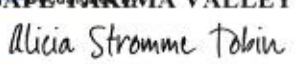
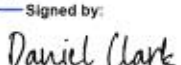
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Initial

DC

Corporate Counsel Initial (for Agreements Only)

HUMAN SERVICES CONTRACT FACE SHEET

CONTRACTOR IS A ☒ SUBRECIPIENT ☐ VENDOR		CONTRACT NUMBER: SYV-OSF-Prv-PSN-2026	
1. NAME/ADDRESS: Citizens for Safe Yakima Valley Communities 10 N 9 th St Yakima, WA 98901 (509) 248-2021, Ext. 114	2. ORIGINAL CONTRACT AMOUNT: \$24,050	5. PREVIOUS CONTRACT AMOUNT:	
	3. CASH MATCH REQUIREMENT:	6. MODIFICATION AMOUNT:	
	4. TOTAL CONTRACT AMOUNT: \$24,050	7. NEW TOTAL CONTRACT AMOUNT:	
8. CONTACT: Alicia Stromme Tobin, Executive Director 10 N 9 th St Yakima, WA 98901 (509) 969-8683 safedirector@yakima.org	9. COUNTY PROGRAM CONTACT: Yakima County Human Services Melissa Holm, Manager 223 N 1 st Street Yakima, WA 98901-2639 (509) 856-5005 Melissa.Holm@co.yakima.wa.us	10. COUNTY FISCAL CONTACT: Yakima County Human Services Sandy Kobes, Accountant III 223 N 1 st Street Yakima, WA 98901-2639 (509) 574-1367 Sandy.Kobes@co.yakima.wa.us	
11. CONTRACT START DATE: January 1, 2026		12. CONTRACT END DATE: December 31, 2026	
13. FUNDING AUTHORITY: Yakima County – Opiate Settlement Funds			
14. CFDA NUMBER(s): N/A		15. CFDA TITLE(S): N/A	
16. PURPOSE: Opiate Settlement Funds Award – Positive Social Norms			
EXHIBITS: When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference: ☒ Exhibits (specify): EXHIBIT A – Special Terms & Performance Measures EXHIBIT B – Budget & Billable Categories EXHIBIT C – Allowed Uses of Funds EXHIBIT D – Certificate of Insurance			
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.			
SAFE YAKIMA VALLEY  84085F0DD70B4D1 Alicia Stromme Tobin, Executive Director 1/15/2026 Date Approved as to Form: Signed by:  4018CB2CB04F8 Deputy Prosecuting Attorney Agreement Number BOCC Agreement		BOARD OF COUNTY COMMISSIONERS _____ LaDon Linde, Chair _____ Amanda McKinney, Commissioner _____ Kyle Curtis, Commissioner DATED: JAN 27 2026 Attest: _____ Julie Lawrence, Clerk of the Board 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>
<i>Year 1: 1/1/2026-12/31/2026</i>	
Operations	\$24,050
TOTAL YEAR 1	\$24,050
<i>Year 2: 1/1/2027-12/31/2027***</i>	
Operations	\$24,050
TOTAL YEAR 2	\$24,050
GRAND TOTAL:	\$48,100

******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 no later than the 25th of the month. If the 25th falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 25th 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 25th 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.

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).

PRODUCER Hub International Northwest LLC 3911 Castlevale Rd Ste 201 Yakima, WA 98902	CONTACT NAME: CETNOW PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: none@hub.com														
INSURED Safe Yakima Valley 10 N 9th St. 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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		NPP2583476C	9/9/2025	9/9/2026	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 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			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 128 N 2nd St #225 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. 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
012-2026
 Yakima County, WA

Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☐ PASS ORDINANCE

☐ ISSUE PROCLAMATION

☒ EXECUTE or AMEND

AGREEMENT, CONTRACT, or GRANT

☐ OTHER _____

Document Title:

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: _____

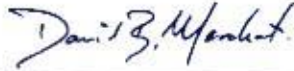
**State of Washington Recreation and Conservation Office
On behalf of the Salmon Recovery Funding Board (SRFB or
funding board)**

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 Number: 25-1186P

Project Title: Blue Slough Causeway Removal Conceptual Design

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

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

2.00

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 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

0 1 2 - 2 0 2 6

Yakima County, WA

BOARD OF COUNTY COMMISSIONERS

LaDon Linde, Chair

Amanda McKinney, Commissioner

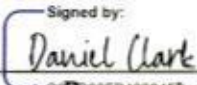
Kyle Curtis, Commissioner

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~~



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

013-2026

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 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.



Department Head/Elected Official Signature

Initial
DC

Corporate Counsel Initial (for Agreements Only)

**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

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
Sub Total	\$ 20,257.00
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
Sub Total	\$ 187,700.00
Total Cost	\$ 207,957.00

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.
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 ¹
181330-22404	Nesary	Partial
181330-31005	Hicks	Partial
181330-34018	Daley	Partial
181330-23003	West Valley School District #208	Partial
181330-24005	West Valley School District #208	Partial
181330-31004	West Valley Farm & Ranch, LLC	Partial
181329-33402	Larson	Partial ²

¹ = 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)

² = 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 92nd 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 91st 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 91st 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
Wide Hollow Properties Easement List (Appraisals)	
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 80th 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 91st 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



FC3800 Shaw & Wide Hollow Creeks Flood Control Project

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 parcels 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:

☐ PASS RESOLUTION

☐ PASS ORDINANCE

☐ ISSUE PROCLAMATION

☒ EXECUTE or AMEND

AGREEMENT, CONTRACT, or GRANT

☐ 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 2nd Street, Yakima, Washington 98901, and "Consultant", more specifically identified as:

CONSULTANT

Name:	SCS Engineers
Street:	2405 140 th 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. 2nd St., 4th 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 2nd 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.
Total for WO-1	\$200,000	Monthly invoicing on a percent complete basis for each activity and work accomplished during the invoicing period.

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. 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	Time and Materials. 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. 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. 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. 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. 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.

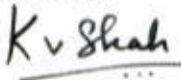
Perform monthly landfill gas well monitoring to evaluate system performance and maintain regulatory compliance, and to conduct quarterly SEM in accordance with regulatory requirements. The scope includes data analysis, system adjustment recommendations, and preparation of monitoring reports for regulatory 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. 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.

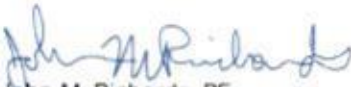
Sincerely,



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

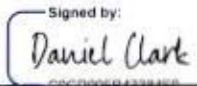
Kyle Curtis, Commissioner

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



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

015-2026

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 #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.



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 2nd Street, Yakima, Washington 98901, and "Consultant", more specifically identified as:

CONSULTANT

Name:	SCS Engineers
Street:	2405 140 th 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. 2nd St., 4th 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 2nd 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.

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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.

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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	Time and Materials.
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:

☐ PASS RESOLUTION	☒ EXECUTE or AMEND
☐ PASS ORDINANCE	AGREEMENT, CONTRACT, or GRANT
☐ ISSUE PROCLAMATION	☐ 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 2nd Street, Yakima, Washington 98901, and "Consultant", more specifically identified as:

CONSULTANT

Name:	SCS Engineers
Street:	2405 140 th 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. 2nd St., 4th 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 2nd 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
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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		

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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.

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- 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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- 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:

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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.

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- 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

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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
	TOTAL	\$177,500

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

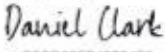
Kyle Curtis, Commissioner

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:

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

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 2nd Street, Yakima, Washington 98901, and "Consultant", more specifically identified as:

CONSULTANT

Name:	SCS Engineers
Street:	2405 140 th 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. 2nd St., 4th 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 2nd 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.
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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

Mr. Scott Davis
January 7, 2026
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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.

Mr. Scott Davis
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
Page 5

COMPENSATION

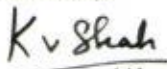
SCS will perform the above services on a lump sum basis per site. SCS requests a budget of \$32,000 to perform the services described under this change order. This budget includes services as described in the Scope. Invoicing will be on a monthly percent complete basis for each activity and work accomplished 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
Total	\$32,000

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
C0CD00FB43364F9

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: Dale A. Panattoni
Department: Technology Services
Requested Agenda Date: 1/20/2026
Presenting: _____

Board of County Commissioners Record Assigned

BOCC Agreement

#

018-2026

Yakima County, WA

Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☐ PASS ORDINANCE

☐ ISSUE PROCLAMATION

☒ EXECUTE or AMEND

AGREEMENT, CONTRACT, or GRANT

☐ OTHER _____

Document Title:

Purchasing of Solarwinds Advanced IT monitoring system

Background Information:

The county currently uses 3 different monitoring systems to monitor our network, firewall, servers, and other IT devices. None of these 3 do a great job. This ARF is requesting to replace the 3 current systems with one system. Solarwinds is an industry leader in this technology. It will allow us better visibility into our network's performance, and will provide us with reliable and consistent real time reporting.

Describe Fiscal Impact:

This is a 3 year contract for \$125,480.07 that will be annualized. Annual cost of this product's license is \$41,826.69. This will be offset by the elimination of the three other monitoring systems currently in budget.

Summary & Recommendation:

*Piggybacking off the Sourwell contract for Purchase.
(See attached).*

Dale A. Panattoni
Department Head/Elected Official Signature

bw
Corporate Counsel Initial (for Agreements Only)

BOARD OF YAKIMA COUNTY COMMISSIONERS AGREEMENT

Agreement Number

BOCC Agreement

018-2026

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:

Stefanie Weigand

Deputy Prosecuting Attorney



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

MATTHEW BASS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PSKX343	1/8/2026	SOLARWINDS ADVCD 3 YR UPDATED	11271428	\$125,480.07

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
SOLARWINDS DEPLOYMENT SVC Mfg. Part#: 7009001 Electronic distribution - NO MEDIA Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	1	8426990	\$6,252.63	\$6,252.63
SOLARWINDS OBS SLF-HSTD A500 SUB Mfg. Part#: 2256105 Year 1 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	1	8448036	\$33,698.00	\$33,698.00
SOLARWINDS OBS SLF-HSTD A500 SUB Mfg. Part#: 2256105 Year 2 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	1	8448036	\$36,393.84	\$36,393.84
SOLARWINDS OBS SLF-HSTD A500 SUB Mfg. Part#: 2256105 Year 3 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software (121923)	1	8448036	\$39,305.36	\$39,305.36

SUBTOTAL	\$115,649.83
SHIPPING	\$0.00
SALES TAX	\$9,830.24
GRAND TOTAL	\$125,480.07

PURCHASER BILLING INFO

DELIVER TO

Billing Address:

YAKIMA COUNTY TECH SERVICES
BILLING DEPT.
217 N 1ST ST
YAKIMA, WA 98901-2301
Phone: (509) 574-2002
Payment Terms: NET 30-VERBAL

Shipping Address:

YAKIMA COUNTY TECH SERVICES
BILLING DEPT.
217 N 1ST ST
YAKIMA, WA 98901-2301
Phone: (509) 574-2002
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

**Sales Contact Info**

Dan Krimer | (877) 533-0471 | dan.krimer@cdwg.com

Need Help?[My Account](#)[Support](#)[Call 800.800.4239](tel:800.800.4239)

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2026 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY.

1. *Product Warranty.* Supplier is not the manufacturer of the Products purchased by Participating Entities hereunder and the only warranties offered are those of the manufacturer, not Supplier or its Affiliates. In purchasing the Products, the Participating Entity relies on the manufacturer's specifications only and not on any statements or images that may be provided by Supplier or its Affiliates. SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Supplier, and its dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

2. *Services Warranty.* Supplier warrants that the Services will be performed in a good and workmanlike manner. Participating Entity's sole and exclusive remedy with respect to this warranty will be at the sole option of Supplier to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Participating Entity related to the portion of the Services not in substantial compliance; provided in each case Participating Entity notifies Supplier in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Supplier or any of its affiliates or its or their personnel. Participating Entity shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost or damaged or corrupted during the performance of Services.

3. *Third-Party Services.* Certain services, such as extended warranty service by manufacturers, are sold by Supplier as a distributor or sales agent ("Third Party Services"). In the case of Third-Party Services, the third party will be the party responsible for providing the services to the Participating Entity and the Participating Entity will look solely to the third party for any loss,

claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third-Party Services which may be collected by Supplier will be collected solely in the capacity as an independent sales agent.

4. *Cloud Services.* It is acknowledged that Participating Entities are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions, or such other terms as agreed upon by Participating Entities and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Participating Entities and shall look solely to the Cloud Service Provider for any loss, claims, or damages arising from or related to the provision of such Cloud Services.

C. **DEALERS, AND DISTRIBUTORS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, or distributors relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities in accordance with Supplier's Return Policy, which is available at: <https://webobjects2.cdw.com/is/content/CDW/cdw/on-domain-ca/help-centre/cdw-global-returns-policy.pdf>. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and

Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional commercial terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities as indicated in Question #70 of its Proposal. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in Question #70 of the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter.

Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. Sourcewell may not conduct such an audit more than one time per twelve month period during the term, and will provide thirty day advance written notice of the audit to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS; LIMITATION OF LIABILITY

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees which results in (i) injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier shall pass through to the Participating Entity all end user indemnity protections provided by the Equipment and/or Product manufacturer.

EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SUPPLIER, ITS AFFILIATES OR ITS SUPPLIERS, SUBCONTRACTORS OR AGENDT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS REVENUES OR SAVINGS AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUPPLIER'S AGGREGATE LIALITY HEREUNDER WILL NOT EXCEED THE TOTAL DOLLAR AMOUNT PAID BY SUPPLIER TO SOURCEWELL IN ADMINISTRATIVE FEES UNDER THIS CONTRACT DURING THE PRECEDING TWENTY-FOUR (24) MONTH PERIOD.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
5. *License to Software.* All rights in software resold pursuant to this Contract will remain with the applicable licensor. Participating Entity's rights to use such

software are contained in the applicable license agreement between the Participating Entity and the licensor.

6. *License to Work Product.* Participating Entity's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Participating Entity's internal use. Participating Entity obtains no ownership or other property rights thereto. Participating Entity agrees that Supplier may incorporate intellectual property created by third parties into the Work Product and that Participating Entity's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on, or included in, another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 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 FR 12319, 12935, 3 C.F.R. §, 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. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **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 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) 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 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 must report all suspected or reported violations to the federal awarding agency. 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. § 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 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 must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity 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. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. 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 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 must comply with the requirements of 37 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require 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 and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity 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. § 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

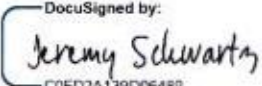
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

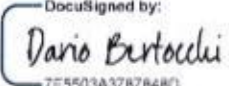
Sourcewell

CDW Government LLC

DocuSigned by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 3/13/2024 | 9:46 PM CDT

DocuSigned by:

7E5503A37B7B48D...

By: _____
Dario Bertocchi
Title: Vice President Contract Operations

Date: 3/13/2024 | 2:12 PM PDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name:	CDW Government LLC
Address:	230 N. Milwaukee Ave
	Vernon Hills, IL 60061
Contact:	Debb Atnip
Email:	debb.atnip@cdw.com
Phone:	214-729-9078
HST#:	36-4230110

Submission Details

Created On:	Tuesday October 31, 2023 11:16:38
Submitted On:	Monday December 18, 2023 12:20:13
Submitted By:	Debb Atnip
Email:	debb.atnip@cdw.com
Transaction #:	ca649e7b-2159-475b-8908-c8f54b878ee1
Submitter's IP Address:	136.226.85.102

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CDW Government LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CDW Government LLC (CDW•G) is a leading multi-brand provider of technology solutions to public sector customers. CDW Canada is a leading provider of technology solutions for business, government, education, and healthcare in Canada. Both CDW•G and CDW Canada are wholly owned subsidiaries of CDW LLC (CDW).
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CDW Government
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity Identifier: PHZDZ8SJ5CM1
5	Proposer Physical Address:	230 N. Milwaukee Avenue, Vernon Hills, IL 60061
6	Proposer website address (or addresses):	www.cdwg.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dario Bertocchi Vice President, Contract Operations 230 N. Milwaukee Ave Vernon Hills, IL 60061 Dario.Bertocchi@cdw.com 203.851.7049
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Debb Atnip Manager, Education Capture and Growth 11555 Westlawn Ln Frisco, TX 75033 Debb.Atnip@cdw.com 214.729.9078
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Freda Hill Senior Manager, Proposals 230 N. Milwaukee Ave Vernon Hills, IL 60061 Fredira@cdw.com 312.705.5582

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	CDW LLC (CDW) was founded in 1984 and is currently ranked 166 on the Fortune 500 with multi-national capabilities. CDW is a leading multi-brand complete technology solution and services provider to business, government, education, and healthcare organizations in the United States, Canada, and the United Kingdom, with approximately 15,000 coworkers, more than 250,000 active customer accounts, and \$24 billion in net sales in 2022. CDW is ranked No. 4 on CRN's 2023 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue. A technology-neutral company with more than three decades of experience building extensive relationships throughout the industry, CDW offers a product portfolio with more than 100s of thousands of technology offerings covering all original equipment manufacturers, software publishers, cloud & service providers (OEMs). CDW provides products and solutions through its sales and service delivery teams, with

almost 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists, and advanced service delivery engineers.

In 1998, CDW recognized the need to build specialized sales and technical teams to support the unique needs of the federal, state and local government, education, and healthcare markets. CDW created a wholly owned subsidiary, CDW Government LLC (CDW•G) which today has more than 1,500 inside and field account managers supporting public customers across the nation. Broken out by customer end-markets, our account teams cover state and local government, K-12, higher education, or healthcare to ensure they understand customer priorities, specialized solutions, and desired outcomes. In 2003, CDW expanded its footprint to offer the same capabilities for business, government, education, and healthcare customers throughout Canada. In 2023, CDW Canada was recognized as the #1 Canadian Solution Provider of the Year on Channel Daily News' Top 100 Solution Providers list for the 9th year in a row.

CDW•G and CDW Canada have experienced a highly successful partnership with Sourcewell through its current Technology Solutions contract. Our growth under the incumbent Sourcewell contract was consistently outpaced by real sales, outpaced our forecasts, fueled by increased Sourcewell Member adoption and increased sales engagement.

CDW's combined strength through its e-procurement integration systems, world-renowned logistics practices, and consistent ease of purchase experience allow us to reduce procurement complexity, helping customers get what they need when they need it, with the least number of steps possible.

Core Values: CDW's code of business conduct and ethics, the CDW Way Code, sets forth the standards of behavior necessary to ensure we live up to our values. These are the values we use to guide our behavior toward each other, our customers, our partners, and our communities. The CDW Way Code directs that:

- We run our business with passion and integrity.
- We empower others to do their jobs.
- We keep our commitments.
- We treat others with respect.
- We resolve conflict directly.
- We listen.
- We include stakeholders in the decision process.
- We live our "philosophies of success" every day.
- We make things happen.

Business Philosophy: CDW's strong customer focus is reflected in our core philosophy, the CDW Circle of Service, which means that everything we do – including sales, product and partner management, operations, marketing, technology services, coworker services, information technology, and finance and legal – revolves around the customer. Our Philosophies of Success include:

- It's only good if it's win/win.
- Good luck many times comes disguised as hard work.
- People do business with people they like.
- Perfection is unattainable. If you strive for perfection, you'll achieve excellence.
- Pay attention to your weaknesses. If you dwell on your successes, you will suffocate on your weaknesses.
- Success means never being satisfied.

Our objective is to have companies view us as a valued extension of their IT staffs. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our market research teams work with a third-party research firm to measure and track customer loyalty and satisfaction through periodic customer surveys. Survey feedback is used by senior leadership to create action and development plans for continuous improvement.

Commitment to Diversity: CDW takes a comprehensive approach to diversity, equity, and inclusion (DEI). We are deliberate and focused on creating a culture where our dedication to our values of trust, connection and commitment are evident and where belonging is an everyday experience for all our coworkers, customers, business partners and communities. CDW is committed to embracing and fostering diverse thinking, inclusive behaviors, and equal opportunity across our global operations.

For our coworkers, we strive to attract diverse talent, create opportunities for advancement and professional growth, and provide a sense of inclusion and belonging where everyone can be their authentic self. Our Business Resource Groups bring coworkers together around topics that matter and empower them to make an impact on our culture. Through workshops, informal discussions, and other forums, CDW leaders learn best practices for cultivating DEI. Townhalls and similar events bring coworkers together for conversations about DEI and belonging. And our organization-wide education and awareness platform cultivates awareness to help

coworkers understand their role in our culture.

In our supply chain, we are committed to maintaining an industry-leading business diversity program – our spend with small and diverse businesses totaled \$3.5 billion in 2022 and more than \$24 billion since the program's inception in 2007. We have achieved membership in the Billion Dollar Roundtable, an exclusive group of U.S.-based companies that have procured more than \$1 billion annually from minority- and women-owned business on a first-tier basis.

In our communities, we have focused our social impact commitments around digital equity to help close the digital divide. Our social impact approach empowers coworkers, partners, and stakeholders to create sustainable and equitable change in the world.

Environmental Responsibility: CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

Given CDW's role in the technology sector as a leading multi-brand technology solutions provider, our greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offering of sustainable and socially responsible technology products and solutions. We also regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored.

CDW is committed to supporting the circular economy and responsible consumption through materials efficiency and a reduction in waste to landfill. While we have a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: reducing distribution center waste from packaging and other materials and managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

- Use of digital documentation when possible and recycling shredded paper documents when used

- Recycling and composting of cafeteria waste

- Elimination of plastic bottles from vending machines in our offices and warehouses

- Elimination of single-use plastic cups

- Company-wide internal toner cartridge recycling program

- Recycling centers on each floor of our office locations

- Recycling chutes for certain materials at our distribution centers

- Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

Global Social Impact: CDW makes technology work so people can do great things. When it comes to the impact we have on our communities, we know greatness happens when everyone has equitable opportunities. We work to build coworker pride through community involvement, reducing barriers to participate and offering equitable social impact benefits. This includes:

- 8 hours paid time off per year to volunteer in the community. Coworkers have used this time to support more than 1,400 diverse nonprofit organizations worldwide.

- Matching gifts programs up to \$2,000 per coworker per year. CDW has contributed more than \$1 million in matching contributions through our donor-advised fund. Coworkers are encouraged to give to the nonprofit or charity of their choosing to participate in the Matching Gift Program.

- CDW's Legacy Excellence Program is a coworker-led program created in partnership with the Thurgood Marshall College Fund. CDW's Legacy Excellence Program supports Historically Black Colleges and Universities (HBCUs) and HBCU student scholars through investing in technology and providing leadership fellowships, scholarships, experiences, education, and career opportunities.

- Business Resource Groups provide professional development, informal mentoring, and networking opportunities to more than 3,700 coworker members in the U.S. and Canada and a forum for coworkers to build awareness, celebrate their affinity area, collaborate, and provide business perspective on diversity and inclusion initiatives at CDW. Our eight North American Business Resource Groups, each with a unique focus, are open to all U.S. and Canadian coworkers and are briefly described below:

- Alliance for Business Leading Equality (ABLE) advocates and educates for an accessible environment for all.

- Black Excellence Unlimited (BeU) provides resources and development

opportunities to help achieve excellence with a positive impact on our coworkers, customers, and communities.

Business Resource Alliance Valuing Equality (BRAVE) members work to assemble the building blocks for LGBTQ+ inclusion, connection, and potential for impact within CDW.

Business Resource Inclusion and Diversity Group for Everyone (BRIDGE) seeks to foster connections and mentorships across CDW for coworkers from all roles and walks of life.

Hispanic Organization for Leadership & Achievement (HOLA) helps foster professional development and community involvement in support of the professional growth and multiracial nature of Latin Americans.

Military & Allies Resource Council (MARC) seeks to develop and support coworkers who are serving or have served our country and those who support them to strengthen connections through community.

Pan Asian Council (PAC) members work to build a diverse community that enables personal and professional development opportunities for Pan Asian coworkers.

Women's Opportunity Network (WON) aims to promote an environment where women succeed at all levels personally and professionally.

Unite BRG - UNITE is a CDW Canada Business Resource Group (BRG) designed to foster meaningful human connections, with a priority on professional development, community engagement and diversity, equity & inclusion.

11	What are your company's expectations in the event of an award?	CDW•G's Sourcewell Technology Solutions contract has a history of success and growth, and we expect nothing less with the award of Sourcewell's next generation contract for Technology Products and Services with Related Solutions. We expect to see continued growth and adoption of this Sourcewell contract as technology solutions and services become more important than ever to help public entities achieve their missions. We forecast the contract revenue to grow at a faster pace than our 5-year compounded annual growth under the incumbent contract. Working together with our strategic partners, across business units and practice areas within CDW, and in collaboration with Sourcewell, we envision unparalleled success through the delivery of technology solutions and services to meet and exceed the needs of Sourcewell Members today, tomorrow, and well into the future through growth, collaboration, and partnership. Growth Actively engage with CDW•G's Contract Growth and Success team to help increase understanding and use by Sourcewell Members and CDW•G sales teams through the implementation of customizable flyers, topical webinars, and recurring training. Sourcewell Member adoption via customer-specific, stretch agreements is a key part of our growth strategy. Align with CDW•G business development managers from across state and local government, K-12, and Higher Education, in areas of historically low engagement or adoption, to drive improved outcomes for these Sourcewell Members. Drive continued collaboration between Canoe Procurement Group of Canada and CDW Canada to identify and engage new customers, while expanding contract use with current customers. Identify opportunities to highlight the Sourcewell contract as a viable alternative to Sourcewell Members generating their own solicitations for complex solutions Collaboration Working together, Sourcewell Members and CDW•G will continue to increase revenue and adoption of the contract amongst Sourcewell Members. In addition, we will partner with Sourcewell to determine strong Sourcewell Member adopters, outside of CDW•G's existing customer set for an introduction. Creation of co-branded marketing and Sourcewell Member engagement through collaborative presentations, online articles, and podcasts for the U.S. and Canada. Partnership As one of the longest-tenured Sourcewell vendors and one of the largest in terms of revenue volume, CDW•G provides access to extensive resources. We actively participate in support of Sourcewell with regular leadership and operational meetings, attendance and engagement at H2O, Sourcewell's annual vendor conference, and participation on the Vendor Advisory Board. Mandi Maricque, Senior Program Manager within CDW•G's Program Management team, continues as Sourcewell's primary point of contact. Her knowledge and understanding of Sourcewell combined with her expertise and background in contracts administration, contributes to a win-win for Sourcewell and CDW•G. Working with Sourcewell, Mandi executes Sourcewell Member initiatives such as collecting data for BuySourcewell, co-developing messages and training materials, and leveraging Sourcewell resources and programs to further educate and support Sourcewell Members. Anup Sreedharan, Senior Manager, Program Sales, will continue his engagement as a member of Sourcewell's Vendor Advisory Board as well as primary liaison with CDW•G senior leadership.
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12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sourcewell can be confident that CDW•G – a subsidiary of CDW LLC, a publicly-owned Fortune 500 company which trades under the ticker symbol "CDW" on the NASDAQ Stock Exchange – has the financial strength and stability to support Sourcewell Members today and throughout the life of this contract. CDW posted record net sales of \$24 billion in 2022, a 14 percent increase from then-record 2021 sales of \$21 billion, with excellent profitability. Each profit category – gross profit, Non-GAAP net income, and Non-GAAP net income per share, increased 20 percent or more. As seen below, net sales for CDW have increased steadily over the past six years. 2022: \$24.0 billion 2021: \$21.0 billion 2020: \$18.5 billion 2019: \$18.0 billion 2018: \$16.2 billion 2017: \$14.8 billion Overall, CDW has realized a 10 percent Net Sales Compound Annual Growth Rate (CAGR) over the past five years, and a 13 percent Non-GAAP operating income (NGOI) Compound Annual Growth rate over the same period. We believe the primary factor ensuring our financial stability and separating us from our competitors is our balanced approach to business. We do not rely solely on any one segment, customer, partner, technology, or solution. In our U.S. business, which represents approximately 90 percent of our revenues, we currently have five dedicated business units – corporate, small business, government, education, and healthcare – each of which generated \$1.9 billion or greater in Net Sales in 2022. Net Sales to customers in the U.K. and Canada combined generated \$2.9 billion in 2022. In addition, 2022 saw Net Sales of more than \$1.5 billion from each of our five largest vendor partners. Our sales span multiple categories including Notebooks/Mobile Devices (26 percent), Miscellaneous Hardware (19.9 percent), Software (15.5 percent), Network and Communications Products (11.5 percent), Services (7.8 percent), Audio/Video (7.5 percent), Enterprise and Data Storage (5.8 percent), and Desktops (5.4 percent). In November 2022, our Board of Directors approved an 18 percent increase in our annual dividend – the ninth consecutive annual increase since our June 2013 Initial Public Offering (IPO). And in February 2023, our Board authorized \$750 million for share repurchases. Since our IPO our dividend has increased ten-fold and we have returned more than \$5.5 billion to stockholders through share repurchases and dividends. We have uploaded copies of our last four (2019-2022) annual 10-K reports to provide a thorough accounting of our financial health. CDW files a 10-K as required by law, which, along with our complete financial portfolio, is posted on our website.
13	What is your US market share for the solutions that you are proposing?	CDW had total net sales in 2022 of approximately \$24 billion, which represents a 5 percent share of its approximately \$460 billion addressable overall market in the U.S., U.K., and Canada. We do not explicitly detail U.S. market share; however, it is similar to the share of the overall market. CDW's net sales in the U.S. in 2022 were \$20.8 billion.
14	What is your Canadian market share for the solutions that you are proposing?	CDW Canada's net sales in 2022 was \$1.4 billion, which represents a 2 percent share of its approximately \$77 billion addressable market in Canada. CDW had total net sales in 2022 of approximately \$24 billion, which represents a 5 percent share of its approximately \$460 billion addressable market in the U.S., U.K., and Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, neither CDW nor CDW•G has never filed a petition for bankruptcy protection.

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CDW•G answers a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? CDW•G and CDW Canada – both wholly owned subsidiaries of CDW LLC – are leading multi-brand provider of information technology solutions to business, government, education, and healthcare customers. Our broad array of products and services range from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure and digital experience. CDW•G and CDW Canada are authorized resellers for more than 1,000 original equipment manufacturers, publishers, and service providers. A full listing of our brands can be found at https://www.cdwg.com/content/cdwg/en/brand.html. While we are best described as a reseller, we are also a service provider with extensive offerings detailed in this response.
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17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: - AICPA Service Organization Control Reports, formerly SAS 70 Reports (AICPA SOC) - Control Objectives for Information and Related Technology (COBIT 5) - European Union, General Data Protection Regulation (EU GDPR) - Health Insurance Portability and Accountability (HIPAA) - IT Infrastructure Library (ITIL) - National Institute of Standards and Technology (NIST) - Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: - Amazon Web Services (AWS) - Google Cloud Platform (GCP) - Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: - IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level - Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt - Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) - SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.
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18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: - AICPA Service Organization Control Reports, formerly SAS 70 Reports (AICPA SOC) - Control Objectives for Information and Related Technology (COBIT 5) - European Union, General Data Protection Regulation (EU GDPR) - Health Insurance Portability and Accountability (HIPAA) - IT Infrastructure Library (ITIL) - National Institute of Standards and Technology (NIST) - Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: - Amazon Web Services (AWS) - Google Cloud Platform (GCP) - Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: - IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level - Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt - Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) - SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Over more three decades in business, CDW has been consistently recognized for our excellence within the industry as well as creating a positive and successful workplace culture. Below is a selection of recognition received by CDW since 2019: 2023 (as of November): - Named to inaugural World's Best Companies list – TIME - Recognized as part of World's Best Employers list – Forbes - Recognized as a 2024 Best Places to Work in IT – Foundry's Computerworld - Named among 2023 Best Places to Work, Best Large Places to Work, Chicago – Built In - Recognized as one of America's most JUST Companies – JUST Capital - Recognized among America's Top Corporations for Women's Business Enterprises – Women's Business Enterprise National Council (WBENC)

Named among Best Employers for Diversity and Best Employers for New Graduates – Forbes
 Ranked #4 on CRN's 2023 Solution Provider 500 list for 2023 – CRN, a brand of The Channel Company
 Ranked #10 ranking out of 501 premier managed service providers (MSPs) for 2023 – Channel Futures
 Earned a top score of 100 for 2023 – Disability Equality Index (DEI)
 Ranked #37 in the Global Top 100 IT Vendors list for 2022 – Gartner
 CDW and CEO Chris Leahy awarded the CEO Excellence in Gender Equity and Diversity Award – Women Business Collaborative
 Honored with Corporate Champion Award – 1871
 Recognized as part of World's Best Employers list – Forbes
 CDW Canada named Top Solution Provider of the Year – Channel Daily News
 CDW received Channel Innovation Award – Channel Daily News

2022

Named in list of the Best Places to Work in 2022 for large U.S. companies – Glassdoor Employees' Choice Awards
 Named one of the Best Places to Work for Disability Inclusion – 2022 Disability Equality Index®
 Ranked on 2022 MSP 501– Channel Futures
 Selected for 2022 list of World's Best Employers – Forbes
 Named to World's Top Female-Friendly Companies list – Forbes
 Highlighted as part of annual Best Companies for Women list – Fairygodboss
 Named to the 2022 Best for Vets: Employers list – Military Times
 Named to 2022 Best of the Best Top Veteran-Friendly Companies list – U.S. Veterans Magazine
 Ranked #11 of 100 companies for ESG reputation as part of the 2022 RepTrak 100 ESG rankings – Nasdaq
 Ranked 9th among large organizations on the Best Places to Work in IT list – Foundry's Computerworld
 Received Global Customer Value Leadership Award – Frost & Sullivan
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2021

Named in list of the Best Places to Work in 2021 for large U.S. companies – Glassdoor Employees' Choice Awards
 Named to list of America's Best Employers for 2021 – Forbes
 Named as a 2022 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2020

Named as a 2021 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 Named a Culture Champion – MIT Sloan Management Review and Glassdoor Culture 500.
 CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.

2019

CDW achieved membership in the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies that have procured more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis.
 Named to Future 50 – Fortune
 Named as a 2020 Best Places to Work in IT – IDG's Insider Pro and Computerworld
 Earned a perfect score of 100 on the Corporate Equality Index – Human Rights Campaign Foundation
 Named a Best for Vets Employer – Military Times
 Recognized as one of the Best Companies for Women in 2019 – Fairygodboss
 Ranked No. 5 on the 2019 edition of the Solution Provider 500 – CRN
 CDW Canada named the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year – Canada's Channel Daily News
 Received an Employees' Choice Award – Glassdoor
 Named one of America's Most JUST Companies for 2020 – Forbes and JUST Capital
 Recognized in Military Friendly Employers list – VIQTOR
 Recognized as one of the Top 60 Veteran and Military-Friendly Employers in 2020– Recruitics
 Named in list of the Best Places to Work in 2020 for large U.S.

		companies – Glassdoor Employees' Choice Awards CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.
20	What percentage of your sales are to the governmental sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the government sector over the past three years. 2022 CDW: 10.8% CDW•G: 37% CDW Canada: 10.6% 2021 CDW: 10.4% CDW•G: 26% CDW Canada: 9% 2020 CDW: 16.1% CDW•G: 30% CDW Canada: 9.4%
21	What percentage of your sales are to the education sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the education sector over the past three years. 2022 CDW: 15.2% CDW•G: 42% CDW Canada: 5.2% 2021 CDW: 19.7% CDW•G: 50% CDW Canada: 6% 2020 CDW: 18.7% CDW•G: 42% CDW Canada: 6.6%

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW-G and CDW Canada actively participate in state, provincial, and cooperative purchasing organizations across Public Sector. Neither CDW-G nor CDW Canada, as a practice, share individual cooperative contracts sales information. A representative listing of organizations and contracts is below. CDW-G: - Alabama Joint Purchasing (ALJP) - BuyQ National Charter School Contract - California Department of General Services (DGS) Laptops/Desktops - California IT in Education Association (CITE) Google Workspace - CalSAVE - Central Indiana Education Services Center (CIESC) - County of Riverside – Microsoft - E&I Cooperative Services - Educational Service Commission of NJ (ESCNJ) - Fairfax County Hardware and Software - Florida Technology Refresh Program – Seminole State College - Illinois Public Higher Education (IPHEC) - Internet 2 Consortium - Iowa Board of Regents - Massachusetts Statewide Contracts – ITS75, ITC73, ITT72, ITS78 - Michigan Computing Program (MMCP) - Mid-South Independent School Business Officers (MISBO) - Midwestern Higher Education Compact (MHEC) - Midwestern Higher Education Compact (MHEC) Massachusetts - NASPO ValuePoint - Audio Video Equipment and Supplies - Cloud Solutions - Software Value Added Reseller (SVAR) - New York City Department of Education (NYC DOE) - New York Office of General Services (NY OGS) - Omnia Partners - Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) - Regional Education Media Centers (REMC) Association of Michigan - School Project for Utility Rate Reduction (SPURR) - Texas Department of Information Resources (DIR) - The Association of Educational Purchasing Agencies (AEPA) - The Interlocal Purchasing System (TIPS) - The Quilt - US Educational Technology Purchasing Alliance (USETPA) - Wisconsin Counties Association (WCA) CDW Canada: - Ontario Education Collaborative Marketplace (OECM) - End-User Computing Devices and Services - Software License Products and Related Services - Networking Products and Related Services - Vulnerability Assessment and Penetration Testing Services - HealthPRO Contract for the Supply of Clinical Procedure Carts - Healthcare Materials Management Services (HMMS) End User Computing - Devices and Related Technologies - Kinetic GPO RFSO Contract Information Technology Solutions - Focused Education Resources - End User Computing Devices (EUCD) Agreement - IT Professional Services Agreement - Ontario Ministry of Public and Business Service Delivery IT Security Products & Services - University of Toronto Supply of Apple Products Agreement - BCNET - IT Professional Services Roster for Cybersecurity - Core & Edge Switches - Juniper - IT Professional Services Roster for Network Services - IT Professional Services Roster for Infrastructure Services - Government of British Columbia IT Services Vendor of Record Contracts held by OEM partners under which CDW Canada is enabled: - Centre d'Aquisitions Gouvernementales (CAG) Lenovo Infrastructure Agreement - Cybera Networking Agreement
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW-G holds GSA Schedule 70, Contract 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools in the U.S. Annual sales volume for the past three full years are as follows: 2022: \$16,157,839.15 2021: \$19,423,532.00 2020: \$16,483,017.34

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hamilton County Schools	David McNish, E-Rate/Tech Purchasing Admin	423.498.6593	*
Ohio State University	Jen March-Wackers, Executive Director, IUC Purchasing Group	614.688.2289	*
San Diego Sheriff's Department	Ashish Kakkad, Chief Technology Officer	858.692.9089	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Government	Government	New York - NY	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$250MN- \$500MN	*
Education	Education	New York - NY	Chromebooks and Accessories; Device Refresh; AV Solutions and Installation; Print; Server/Storage; Professional Development; Classroom Furniture; Charging Carts; and Software Solutions	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$100MN to \$250MN	*
Government	Government	Pennsylvania - PA	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$193,086,528	*
Education	Education	Illinois - IL	Building Automation Solutions; Software Solutions; AV Solutions and Installation; Server/Storage; Print; Endpoint Security; Chromebooks and Accessories; Device Refresh; Windows Devices; Charging Carts; and Professional Development	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$146,619,213	*
Government	Government	South Carolina - SC	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	\$142,166,726	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	CDW-G provides a sales force that is segmented to specifically support the unique needs and challenges of Sourcewell Members in business segments including nonprofit, federal government, state and local government, K-12 education, and higher education. A breakdown of our U.S. sales force is as follows: Nonprofit: We are a technology solutions partner to more than 5,000 nonprofit organizations. 50+ dedicated nonprofit strategists and advisors 20+ nonprofit technology specialists Federal Government: We are the largest reseller serving federal agencies. We are a technology partner to defense, intelligence, and civilian agencies with more than two decades of experience. CDWG is also a trusted integrator of National Security Agency (NSA) Commercial Solutions for Classified (CSfC) program. 299 federal-focused account professionals State and Local Government: We are a technology solutions and services provider to state and local governments, public libraries, and first responders. 202 dedicated account professionals K-12: We are a partner and advisor to more than 15,000 schools including public, private, charter, and parochial. 400 dedicated K-12 account professionals 12 strategists and learning environment advisors made up of former educators, administrators, chief technology officers, and instructional technologists 3 education ambassadors covering state departments of education, K-12, and higher education 8 professional development experts 10 Esports specialists Higher Education: We serve more than 2,800 institutes of higher education including large public university systems, small private schools, technical and trade schools, and community colleges. 198 dedicated account specialists Headquartered in Vernon Hills, Illinois, CDW has 53 offices throughout the U.S. and Canada where CDW-G and CDW Canada sales force support Sourcewell Members. Beyond our executive office and Eastern distribution center in Vernon Hills, Illinois, and our Western distribution center in North Las Vegas, Nevada, our U.S. offices are located in: Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg, with 900+ Sales and Service Professionals. Market coverage is segmented by solutions including, cloud platforms, networking and digital workspace, modern data center, partner management, and managed services. CDW Canada currently works with more than 4,500 actively-buying public sector customers. Presently, there are more than 50 account managers and more than 20 field account executives comprised of advanced technology account executives and enterprise account executives catering to the public sector.
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27	Dealer network or other distribution methods.	As a leading multi-brand provider of technology solutions and services, CDW•G partners with more than 1,000 original equipment manufacturers (OEMs) and publishers to help ensure customers receive the right technology solution at the right time for the right outcome. Our two distribution centers – Central Distribution Center in Illinois and Western Distribution Center in Nevada – have a combined space of nearly one million square feet with a combined workforce of 570 coworkers. Working 24 hours a day, five days a week, our distribution centers operate more than 5 miles of conveyors feeding a tip-tray sortation system. Our logistics capabilities result in exceptional delivery outcomes for our customers: 94 percent of orders placed by sales shipping within 24 hours; 98 percent bin accuracy rate with product/quantity correct; and 99.3 percent shipment accuracy rate – all contributing to more than 24 complete inventory turns annually. We receive, on average, more than 100,000 units daily via more than 40 tractor trailers with an average value of \$20M and proudly boast of our receipt-to-stock time of less than 2 hours. Outbound numbers are equally notable with almost 100,000 units loaded onto more than 30 outbound trailers daily. Nearly all the 3,500 inbound customer returns are processed at Central Distribution Center, with 95 percent of those processed in 24 hours. CDW also maintains facilities in Canada with more than 900 coworkers and can deliver anywhere in the country. We attribute this to our strategic relationships with the industry's top distributors, with locations in Toronto, Mississauga, Calgary, and Vancouver. CDW Canada enjoys proprietary logistics programs with these distributors — which are made available only to CDW Canada customers. CDW Canada has access to more than \$500 million in inventory through our distribution partner.
28	Service force.	CDW•G offers full-stack engineering services teams to help accelerate innovation, enhance customer experience, and optimize collaboration while also delivering agility and cost efficiencies. More than 3,000 coworkers worldwide are focused on our integrated technology solutions, including: 1,000 solution architects 2,000 expert engineers 300 software engineers Our service professionals are deployed into all segments. Our focus on technology is demonstrated by more than 15,000 technology and process certifications attained by our coworkers. Sourcewell Members can access support for our services at our 53 offices throughout the U.S. and Canada. Our U.S. offices include Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg. Along with our local branches, we have a network of more than 1,200 services professionals and a fast-growing network of trusted service and solutions partners — all trained to follow the same consistent approach, processes, methodologies, and professional manner of CDW-badged engineers — to ensure Sourcewell Members receive the full attention and resources they deserve. With an eye to future demands and increasing complexities of technology, we have expanded our available services through strategic acquisitions that have magnified our presence as a leading solutions provider. Over the past five years, the following acquisitions have further enabled us to solve increasingly interconnected and complex technology challenges: On February 1, 2019, CDW Canada completed the acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada. This strategic acquisition expanded our CDW Canada solutions and services portfolio, extended our in-market presence across Canada, and enhanced the value that we deliver to our customers. In October of 2019, CDW acquired Aprtis, Inc. (Aprtis), a distinguished IT

service management solutions provider and ServiceNow Elite Partner. ServiceNow is a leader in IT service management and digital workflow platform space and is increasingly being used by our customers to drive digital transformation across their organizations. Apris' talent and expertise further expanded CDW's services capabilities in this fast-growing segment of the IT market and enhanced the value that we can deliver to our customers.

In July of 2020, CDW acquired IGNW, a leading provider of cloud-native services, software development and data orchestration capabilities. The acquisition expanded CDW's cloud-native professional services and deepened its technical skillset.

In December 2020, CDW acquired assets of Aeritae, a ServiceNow Elite Partner and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation. The acquisition further strengthened CDW's services capabilities and deepened its consulting expertise.

In March of 2021, CDW acquired Amplified IT, a leading education-focused consultancy that brings a blend of technical skills and knowledge to the K12 and Higher Education markets. The acquisition enhanced CDW's services and solutions capabilities in education.

In August of 2021, CDW acquired Focal Point Data Risk, a leading provider of cybersecurity services with customers across a diverse set of industries. The acquisition accelerated CDW's platform for world-leading identity and access management, cybersecurity consulting, and talent development business.

In December of 2021, CDW acquired Sirius Computer Solutions, Inc. (Sirius), a leading provider of secure, mission-critical technology-based solutions. Sirius' services and solutions capabilities in key growth areas, including hybrid infrastructure, security, digital and data innovation, and cloud and managed services enhance the breadth and depth of CDW's services and solutions offerings.

As of February 21, 2023, CDW acquired Locus Recruiting LLC (Locus), an experienced consulting team specializing in information security, cloud computing, networking, and infrastructure. The acquisition has accelerated CDW's services capabilities and deepened its consulting expertise.

As of June 6, 2023, CDW acquired Enquizit, an experienced provider of AWS cloud services that solve customer challenges and deliver meaningful outcomes through innovative technical solutions. The acquisition has provided additional capabilities to the CDW Public Sector Cloud Services Practice and enables CDW to accelerate its public sector customers' cloud strategies.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell Members place their orders with CDW-G directly through Rubi, our online customer portal. We also accept orders via e-procurement, Purchase Order (email, fax, U.S. mail), leasing, financing, and credit cards. Authorized users use their Rubi account on www.cdw.com to purchase products quickly and easily. Rubi's cart and checkout features enable users to: - Quickly add items to their cart for purchase - Save time on re-orders - Share shopping carts with colleagues - Estimate shipping costs with the Shipping Calculator option before checking out Standard Checkout: Users select shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: - Add more items to the cart - Adjust quantities - Save the cart for future purchase - Save the cart as a bundle that can be re-purchased - Email the cart to a colleague - Create a standard quote - Check out using the standard checkout feature Custom Catalogs: Sourcewell Members can view and purchase from CDW's entire online catalog of products on www.cdw.com, or a designated Administrator can create customized catalogs with specific product offerings from which users may purchase. The Administrator can assign rights to specific catalogs to specific groups of users, making it easy for users to select approved products. The Custom Catalogs feature lets the Administrator efficiently create catalogs using one or more established rules. These rules determine what products to include in a catalog based on a variety of criteria including part numbers, past purchases, company favorites, approved products, contracts, or search criteria. Order Status: The Order Status feature of the Rubi portal provides complete order status information with time saving links. This feature enables users to: - View all recent orders (from the past month to as far back as three years) - Search for a specific order by P.O. number, order number, purchaser, or purchase date - View order and invoice details - Filter orders according to any of the following criteria: - Cancelled - All Items Shipped - Some Items Shipped - Not Yet Shipped - Backordered Item(s) - Processing Orders - View individual shipment details and tracking information - Add mobile number to get delivery SMS text message notifications - Print a copy of a packing list or original invoice - Repurchase a past order - Download a report to Microsoft Excel with all open orders - Initiate a product return
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The foundation of CDW-G's customer service program is the account team, including dedicated account managers who are the first point of reference for any questions or issues a customer faces. Sourcewell Members have easy access to their account manager through email, phone, text, or online chat. As a backup to their account team, Sourcewell Members have access to CDW-G customer relations, technical support, and site support via online chat, email, and phone from Monday through Friday during the following hours: Orders, Quotes & Availability - Online Chat: 8 a.m. to 7 p.m. CT - Email (cdwsales@web.cdw.com): Reply within 24 hours - Phone (800.800.4239): 7 a.m. to 7 p.m. CT Status, Returns & Billing - Online Chat: 7 a.m. to 6 p.m. CT - Email (CustomerRelations@web.cdw.com): Reply within 24 hours - Phone (866.782.4239): 7 a.m. to 9 p.m. CT Sign In, Password & Settings - Online Chat: 7 a.m. to 6 p.m. CT - Email (e-account@web.cdw.com): Reply within 24 hours - Phone (888.239.7270): 7 a.m. to 6 p.m. CT Technical Support

Online Chat: 7 a.m. to 7 p.m. CT
 Email (support@cdw.com): Reply within 24 hours
 Phone (800.383.4239): 7 a.m. to 6 p.m. CT

Managed Services Support

Email (CDW-ECC@cdw.com): Reply within 24 hours
 Phone (866.239.7270): 7 a.m. to 6 p.m. CT

Customer relations representatives complete a 6 to 8-week training program upon hire, ensuring quality and consistency across the department. We source candidates with customer service experience and a dedicated trainer provides individual and group training. We offer career paths within this department, helping us retain talent and experience.

Escalation Plan

CDW-G's unyielding focus on customer satisfaction empowers all coworkers with a detailed communication plan, clear escalation path, and issue resolution guidelines and practices to address customer issues and concerns. Should an account manager be unable to resolve any issue, they can escalate promptly, first to their sales manager, then to their sales director, on their vice president, and above. At each step, additional resources are engaged, and data is collected as needed. Sourcewell Members can rest assured that each situation is carefully reviewed and identified promptly to ensure rapid and complete resolution. Following resolution of escalated issues, root cause analysis exercises help determine cause and, when necessary, identify preventative measures such as training or system edits that can be put into place promptly.

Post-sales escalations, such as tracking lost packages, submitting claims to carriers, and closing the loop on any Return Merchandise Authorizations (RMAs) and dispatching replacements for damaged or defective products, etc., are resolved through CDW-G's customer relations representatives.

Customer relations supervisors execute reviews on all customer relations representatives' activity at the end of the day to ensure customer issues are handled promptly and thoroughly. Customer relations Quality Analysts review 20 cases per customer relations representative per month to monitor quality metrics, identify and share best practices, and suggest updates to processes or training.

Customer Service Metrics

Excellence in customer service is a top priority for CDW. We have quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure we provide continuous, high-quality customer service. We adjust and evaluate process changes, as needed, when we see increased volume of a particular issue.

Loyal customers are the backbone of our business. CDW understands that loyalty hinges upon the quality of the end-to-end experience with us. Since 2000, with our Customer Feedback Program, we issue a semi-annual survey which gathers experiential information on customer-facing departments including shipping, customer relations, and the customer's Sales team. Customers assess key touch points and high-level company characteristics.

Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, a specialist from CDW's Quality Assurance team will contact the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. We also issue weekly surveys to provide real-time feedback that assist new customers and those with fewer employees. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening.

Recent results based on a percentage of Excellent/Very Good ratings show:

- Overall Performance Account Manager: 85 percent
- Customer Service Staff: 82 percent
- Delivery Process: 81 percent

*Scale: Excellent, Very Good, Good, Fair, Poor

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CDW-G is willing and able to provide our products and services to Sourcewell participating entities in the U.S. In addition, we have the capabilities to support those entities should they have international needs, such as colleges and universities with global campuses. We operate from four international hubs, and each year export to more than 150 countries.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CDW-G is willing and able to provide our products and services to Sourcewell participating entities in Canada. As with our U.S. offerings, we offer support to those that may have international locations and needs.

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas of the United States or Canada that CDW•G is unable to support.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CDW•G is proud to serve all participating entity sectors served through the current and proposed contract, including customers in the government, education, and not-for-profit sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Participating entities in Hawaii, Alaska, and in U.S. Territories have full access to CDW•G technology solutions and services with no specific contract requirements or restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	CDW•G understands and appreciates Sourcewell's vision to 'provide leading solutions that empower community success.' CDW•G has dedicated marketing teams that align with our public sector business units that develop and execute demand-generation marketing strategies and programs. The marketing team leverages marketing technologies to create virtual events, emails, and digital campaigns designed to build awareness, develop customer engagement, and generate demand for products and services by nurturing leads to conversation. With contract-specific targeted strategies, combined with industry-standard best practices, actions, and activities, CDW•G delivers a comprehensive contract marketing and support plan positioning us to serve Sourcewell Members across the U.S. and Canada. Actions already in place for our current Sourcewell Technology Catalog Contract will continue uninterrupted, for compounding benefit. Our contract marketing strategy includes advertising and cobranding efforts, event attendance and support, publications and social media, purposeful contract launch, and focused contract growth and success efforts, each of which are detailed below. Advertising and Cobranding. A holistic marketing strategy focuses on the solution capabilities of CDW•G's Sourcewell portfolio of products and services. We work with internal and external marketing teams to profile CDW•G and partner-delivered technology products, services, and solutions. Custom contract and portfolio flyers are created for all business units and include detailed contract benefits and CDW•G contact information. Event Attendance and Support. CDW•G sponsors, attends, and presents at national, statewide, and local events focused across the Public Sector – Federal Government, State and Local Government, K-12 and Higher Education, and Public Safety, with audience-specific messaging, training, and education opportunities. We proudly display our Sourcewell materials and engage with customers to help them see the value of our contract solutions. A representative sample of large events where we market Sourcewell includes: Future of Education Technology Conference (FETC); EDUCAUSE; National Association of Education Procurement (NAEP) – National and Regional, State-based Digital Government Summits; National Sheriff's Association (NSA); National Police Association (NPA); and the International Society for Technology in Education (ISTE) Publications and Social Media. CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State Government (StateTech), K-12 (EdTech Focus on K-12), and Higher Education (EdTech Focus on Higher Education). These publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security, and services. Working with our marketing teams, we will identify opportunities to profile Sourcewell Members' path to success with current challenges and solutions. Focused Contract Growth and Success Efforts. Dedicated resources from CDW•G Strategic Programs oversee outcome-based actions and activities to support continued growth and success for our Sourcewell portfolio. Actions and impact are tracked across sales and customer engagement. CDW•G Strategic Programs is actively engaged with developing and delivering customer-facing webinars on myriad topics, including but not limited to cyber and physical security, esports, professional services, wireless solutions, and more. The team also develops topical marketing campaigns across business units, analyzes customer spend (high, midrange, and low) to tailor customer outreach messages, and works with internal teams to ensure the CDW•G Sourcewell Member webpages are maximized.
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37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To help enhance marketing effectiveness, the Marketing team has developed digital programs that include digital events and campaigns that resonate with target audiences to drive higher engagement and optimize coordinated marketing and sales efforts. CDW-G uses Twitter, Facebook, and LinkedIn as additional avenues for marketing, education, updates, and general communication with Sourcewell Members. Active social media helps users stay informed with links, posts, and articles of interest in the way that they choose to receive information. CDW-G employees are educated on and encouraged to be active in social media; our Social Squad pushes customized content of interest to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets. The Marketing team actively track and reports digital engagement. We also provide Sourcewell Members with access to CDW's curated information repository with more than 2,000 entries and counting across topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Sourcewell Members may be directed to CDW's Research Hub (www.cdw.com/content/cdw/en/research-hub.html) stocked with meaningful and timely information delivered in the form of articles, interviews, step-by-step instructions, product information and comparison sheets, and presentations to help more clearly define a solution available through Sourcewell. Authored by our subject matter experts, articles help customers navigate and digest the overwhelming amount of data that comes at them every day as they work to define and understand technology solutions and services. Using tools like Kronologic – enabling AI-powered meeting scheduling – allows CDW-G to tailor messages to Sourcewell Members by customer set, topic, solution, and even time of the year. Messages include access to the dedicated account manager's calendar, which allows Sourcewell Members to schedule meetings at their convenience. Kronologic takes the guess work out of scheduling and even sends reminders and updates. A recent CDW Kronologic campaign enabled 800 meetings for 200 account managers in one week.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A key role for Sourcewell in promoting contracts arising from this RFP is maintaining an up-to-date website including detailed contract and contract information. This provides an easy way for Sourcewell Members to understand the contract offerings as well as connect with contract holders such as CDW-G. We also believe that participation in a variety of opportunities for connection – from conferences, such as H20 and Room to Grow, to webinars and podcasts – provides key chances for cobranding and introductions. Sourcewell also offers a state-of-the art recording and broadcasting studio, which can offer unique capabilities in promoting the contract to a wider audience. As a current partner, CDW-G is already experienced in promoting the Sourcewell contract. We intend to quickly integrate any updates or changes related to the new contract, utilizing tools like contract launch activities, with our CDW-G and CDW Canada operations.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	CDW provides its technology solutions through e-procurement in the form of Rubi, which represents the evolution of our customer portal, online account center, and the digital enablement of our customers. Rubi supports governmental and educational customers and serves as a trusted digital advisor to Sourcewell Members, helping them plan, procure, and manage assets across their technology lifecycle with greater confidence and less complexity. From one central portal, configurable for relevance, Sourcewell Members can simplify the ordering process, access industry knowledge, and collaborate with technology experts to take more informed action on investments. Key features and functions of Rubi include: - Action Items: Receive reminders and notifications on new quotes, order approval requests, expiring payment methods, and more. - Orders: View order status and keep tabs on what has shipped, is pending, awaits approval or is on backorder. - Shipment Tracking: Drill down into process orders and access tracking numbers and ship status. - Research Hub: Tap into industry insights to learn about the latest technology trends and solutions. - Rubi Mobile App: Act on quotes and purchases, view and track orders, and approve orders from anywhere with this additional option. Through the Security Settings feature, Rubi provides Sourcewell Members an efficient method for granting users control of and access to specific website features and information. This feature enables Sourcewell Members to: - Assign roles, restrictions, and permissions to individual users and groups of users. - Grant users access to all products CDW-G offers or only to specific catalogs. - Allow users to view only their quotes, orders, and purchase history. - Grant users' rights to view multiple accounts. - Assign responsibility for following established workflows as a purchaser or approver. - Grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and

		Security Settings. Using Rubi, Sourcewell Members have complete visibility into their technology history and the ability to access multiple features and complete tasks including: - Contacting their CDW-G team - Placing orders - Searching order history - Managing assets - Administering order approval workflows - Defining and governing technology standards - Viewing contract pricing The Rubi homepage can be configured to a Sourcewell Member's needs, saving time and putting the most important decision-making information at their fingertips, including: - Managing subscriptions - Managing quotes - Streamlining repeat purchases (bundles and favorites) - Approving orders Rubi also provides key insights to Sourcewell Members to help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. These include: - Estimated time of arrival/inventory/supply chain insights to support implementation - Order tracking - Order status - Current CDW Research Hub information The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers will assist in enabling administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: - Order status - Quote activity - Purchase history - Financial reporting - Purchase approval system After purchase, Rubi allows Sourcewell Members to manage their hardware, software, and subscriptions purchased from CDW-G in the Asset Hub section of their Rubi portal on cdwg.com. The Asset Hub experience includes: - An asset overview page that shows a view of hardware and software assets purchased from CDW-G, including the total counts of products, asset age, and spend across asset type, category, and brand. - A hardware overview page, where Sourcewell Members can view and filter across their hardware assets based on type, brand, asset age, and more. Additionally, Sourcewell Members can click on each line item to see more details. - A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, prior orders, and can also re-purchase quickly by using the "Buy Again" button. - A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also access and filter a list of software assets and click to view more details. - A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally, from this page, Sourcewell Members can request a quote for a software renewal. - A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats.
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Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Through our highest-level partnerships with leading OEMs, publishers, and service providers, CDW•G works to facilitate product, equipment, maintenance, and operator training programs that are customized to the needs of Sourcewell Members. These training programs are designed to deliver the exact skills customer teams needed to lead, support, and maximize the value of technology solutions in today's environment. As an example, and specific to CDW Education, our Learning Environment Advisors and Education Strategists help educators maximize the power of technology in the classroom with Blueprint to Design, a no charge consultation that provides a formal deliverable outlining the ideal learning environment combining technology and classroom infrastructure. In addition, we connect schools with leading-edge technology training available through our partners including the Palo Alto Cybersecurity Academy, available at no charge with complete curriculum and student exercises, and similar programs focused on professional development and academic enrichment. Any training program delivered is optional and based on the needs and/or requests by a Sourcewell Member, and costs are based on a variety of factors such as size and scope.
41	Describe any technological advances that your proposed products or services offer.	Aligned with leading technology solution providers from around the globe, CDW•G helps Sourcewell Members stay on track by co-developing emerging technology strategies. These strategies help give better insights into solution delivery, process optimization, and more. The CDW Emerging Tech practice helps Sourcewell Members enhance their technology experience, improve workplace safety, and reduce overhead costs. When technologies like the Internet of Things (IoT) are used with existing infrastructure, organizations can use Emerging Tech to help achieve business goals, drive innovation, and open doors to new solution strategies enabled with technology. Through Transformation Workshops, Sourcewell Members work with CDW•G subject matter experts to better understand data needs, determine return on investment, and evaluate foundational infrastructure to determine if any technical components should be retired, evolved, or added. Two public sector examples of CDW•G's commitment to maximizing advances in technology products and solutions are detailed below – Public Safety and Esports. Public Safety. Technology has come a long way from being merely a convenience to being a must-have for public safety. Today's offerings can raise operational efficiency, ease the constraints of distance, speed critical communication, and heighten safety for everyone. But transformation can be difficult. Between technology's rapid-fire changes and public safety's inherent rules, needs and challenges, Sourcewell Members need a special kind of knowledge to make IT perform — without having to be an expert. CDW•G's Public Safety Technology Strategists help guide customers to the most impactful choices – addressing requirements, policies, and strategies, with outcome-based design and implementation. Our public safety capabilities include: Video. Cut travel time. Create force multipliers. Raise situational awareness and speed response. Do remotely what was once possible only in person with solutions that include in-vehicle video, capture, and management; body-worn cameras; interview room monitoring; fixed security; surveillance; analytics; collaboration and telepresence; and case management. Mobility. Accelerate collaboration and communication from anywhere with mobile data; laptops and tablets; data collection and scanners; mobile printing; GPS and automatic vehicle location; mobile access routers; Wi-Fi solutions; advanced authentication; VPN and mobile software; and cloud solutions. Data Center. Support growing data loads. Ensure enough bandwidth for increasingly complex communication. Keep it all secure with solutions that include servers and storage area networks; hyperconverged infrastructure; backup and recovery; virtualization; cybersecurity; unified communications; enterprise wireless; alert and mass notification systems; and power and cooling. Esports. With years of experience and deep partnerships with leading gaming manufacturers, CDW•G partners with Sourcewell Members to help develop a comprehensive Esports solution. Handling the data center, networking, Esports arena design, and game streaming, CDW•G can help with every step of the Sourcewell Member's Esports program. Regardless of if the institution is just getting started with Esports or if they are looking to take their game to the next level, we offer solutions for all Esports IT needs. CDW•G Esports Consultation Services. Our Learning Education Specialists, all with hands-on experience in educational settings, offer solution consultation sessions with Sourcewell Members across K-12 and Higher Education to help design and implement purposeful, outcome-driven Esports solutions – from competition-ready hardware, to Esports spaces, infrastructure, professional and managed services, and more. CDW•G's Esports in Education team is here to assist with all Esports needs. As a value add for working with CDW•G, the team can assist with: - Presentations to build stakeholder support - School-level consultation - Clinics and curriculum design through our partnership with North America Scholastic Esports Federation (NASEF)

		NASEF Partnership. CDW-G's partnership with the North America Scholastic Esports Federation provides deep benefits to Sourcewell Members. NASEF's mission is to "provide opportunities for ALL students to use Esports as a platform to acquire critical communication, collaboration, and problem-solving skills needed to thrive in work and in life." In addition to the knowledgebase, they provide for Esports programs, their approach to the Esports ecosystem is clearly aligned with Sourcewell's vision and mission to provide leading solutions that empower community success. Cloud and SaaS Management: Inscape is a CDW built cloud and SaaS management platform that is designed to increase productivity, reduce costs, and improve your security posture regarding your Microsoft, AWS, and GCP investments. Inscape helps customers discover, manage, govern, report, optimize, and adopt these investments by consolidating many tools into one—the art of cloud management. These services include: Inscape Cloud Management: Gives you visibility into your cloud spend with CDW. You can monitor costs, spot trends, create and manage budgets with custom alerts based on your Microsoft 365, Azure, and AWS cloud spend and get cost saving recommendations. Inscape Anomaly: Get quick, cost anomaly alerting and prediction for your Azure, AWS, and GCP environment. Inscape Microsoft 365 Management: View reports and get insight and control over licensing, permissions, security risks, and threats. Inscape Team Captain: This service will help you with governance around your Microsoft Teams environment. Inscape Productivity Insights: Easy to pull reports of your team's productivity in Microsoft Teams and Outlook. Inscape Adoption: Self-help portal to aid you in the dual challenges of Adoption and Change Management. Inscape Training: Includes 2500+ Office 365 training videos, quizzes, gamification, and the ability to add assignments.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	CDW, and CDW-G by extension, is committed to being a good steward of the environment and of our earth's natural resources. Our environmental policy and Environmental Management System underpin the structure, practices, and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. In 2022, we made significant progress on our environmental priorities, including climate action, energy efficiency and waste reduction. Notable highlights included: Created our cross-functional, geographically diverse Climate Task Force to drive greater climate awareness. This group worked with outside experts to develop our long-term, enterprise-wide climate strategy and action plans. At our two U.S. distribution centers, we outperformed our waste diversion goal of more than 90 percent for the fourth year in a row and recycled thousands of tons of packaging material, cardboard, and paper. Enabled online searchable access for customers to an expanded portfolio of environmentally certified products (Energy Star, EPEAT and TCO Certified) and a broad range of cloud-based solutions that improve energy efficiency. Expanded our IT Asset Disposition (ITAD) program, which facilitates the recovery and recycling of devices that are no longer being used, to benefit the environment and protect the security of users' data. Maintained environmental management system and energy certifications in the U.S., Canada, and U.K. Attained ISO 14001:2004 Certification in Canada We have environmental programs at all CDW facilities. All CDW distribution centers (two in the U.S. and one in the U.K.) and two of our U.K. offices hold ISO 14001 certifications, the international standard for Environmental Management Systems. Additionally, our largest office locations globally, as well as our U.K. distribution center, have energy certifications – LEED in the U.S. and Canada, BOMA in Canada, and BREEAM/REGO in the U.K. These certifications provide frameworks for monitoring and enhancing our programs. Additionally, our remote deployment services promote efficiency and productivity while reducing our environmental impact. We track our energy usage and continue to seek ways to drive further efficiency. As part of our ISO 14001 environmental management certification, we identify, assess, and plan for implementation of additional energy efficiency improvements. We take sustainability factors and energy certifications into consideration when we evaluate new real estate options. Our energy efficiency measures include indoor and outdoor LED lighting, motion sensor lighting, and conveyor systems in our distribution centers that turn off in response to inactivity, and "smart" HVAC systems that adjust according to business hours and seasonal temperatures. We are also working with our third-party shipping and logistics partners to develop transportation management systems and delivery schedules that help them increase their own energy efficiency, which helps to reduce our transportation-related emissions. Currently, approximately 98 percent of our U.S. shipments are delivered by carriers enrolled in the U.S. EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation

efficiency, and more than 72 percent of our U.S. shipments are handled by carriers with climate goals. CDW UK has multiple transportation efficiency efforts in place, including using net zero couriers, bulk purchasing and delivery, and reducing air travel through in-country services.

Given the non-manufacturing nature of our operations, our facilities do not represent a significant carbon footprint. In fact, our Scope 3 (value chain) greenhouse gas emissions represent the vast majority of our total greenhouse gas emissions. We regularly report our Scope 1, 2, and 3 greenhouse gas emissions. The development of our SASB and TCFD disclosures have enhanced internal awareness of our climate impact, a fundamental step in the decarbonization journey. By completing our greenhouse gas inventory across our value chain, we are learning more about our best opportunities for further carbon reduction.

CDW is committed to supporting sustainability and responsible consumption through materials efficiency and a reduction in waste to landfills. With a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: 1) reducing distribution center waste from packaging and other materials, and 2) managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

- Use of digital documentation when possible and recycling shredded paper documents when used

- Recycling and composting of cafeteria waste

- Elimination of plastic bottles from vending machines in our offices and warehouses

- Elimination of single-use plastic cups

- Company-wide internal toner cartridge recycling program

- Recycling centers on each floor of our office locations

- Recycling chutes for certain materials at our distribution centers

- Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

CDW Canada became one of Cisco's first Canadian partners to receive the Cisco Environmental Sustainability Specialization. CDW Canada was recognized for its commitment to reduce material consumption and waste. To be eligible for this distinction, the CDW Canada team completed required Cisco-delivered courses, passed all corresponding requirements, and signed Cisco's sustainability pledge. With this recognition, Cisco and CDW work together to support each other's sustainability progress, meet government mandates, and provide additional customer opportunities through mutually sustainable business practices.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Given our role in the technology sector as a leading multi-brand solutions provider, CDW•G's greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our technology partners to promote their environmentally certified products and solving for our customers' outcomes around their Environmental, Social, and Governance (ESG) goals and priorities. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored. We have made it easier for our sales teams and customers to identify and select from a broad range of environmentally certified products (Energy Star, EPEAT, and TCO Certified) and cloud-based solutions that deliver added energy efficiency. CDW e-commerce sites enable customers to filter their online catalog search to identify and buy third party-certified products, and our sales teams are trained to assist clients with finding and selecting these products. CDW•G has our own internal policy for recycling universal waste. We do not take back old equipment from customers; however, we direct customers to industry-leading service providers for trade-in and ITAD programs. ITAD services include but are not limited to data wiping, asset removal, evaluation, recycling, onsite shredding, potential value back credit to maximize recovery, and depot services. CDW ITAD offers many benefits to Sourcewell Members, including: - Logistics services for quick and efficient removal of equipment from client facilities - Device pickup including palletizing equipment, shrink wrapping, and transport - Document of Liability Transfer provided to indemnify client from any environmental liability - Ensure removal of all client information and software from electronic media and assets - U.S. Department of Defense (DoD)-compliant erasure services in full support of government standards - EPA-approved disposal - Zero-landfill policy - Complete serialized reporting available via a website CDW•G also offers customers, through our Printer Supplies Program, complimentary enrollment in PrintReleaf, a third-party certification program that empowers organizations to sustain and grow global forest systems through: - Ongoing measurement of paper consumption - Custom paper footprint and forest impact insights - Opportunities to automatically "releaf" forests through reforestation projects of the customer's choosing Since CDW joined the program in June 2018, CDW customers have collectively offset the equivalent of more than 1.2 billion standard pages of paper consumption by supporting the reforestation of more than 140,000 trees. Additionally, our IT teams in the U.K. have implemented a "Pin to Print" program across all offices and warehouses, enabling enhanced print queue management to reduce wasted print jobs. CDW is also working with partners on programs to help customers better manage their print needs and costs and stay within their corporate policies for sustainability.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	CDW•G understands and appreciates that Sourcewell and Sourcewell Members promote and support diversity and local business initiatives through this procurement process. As a large business, CDW actively works to create a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. Based on our experiences serving customers across the public sector in the U.S. and Canada, diversity initiatives vary widely and may not always be met by a single certification. CDW•G supports Sourcewell Members in meeting their unique diversity goals with access to our robust diverse supplier network, with partners holding varied certifications, including: - Minority-Owned Business Enterprise (MBE) - Women-Owned Business Enterprise (WBE) - Lesbian, Gay, Bisexual, Transgender-Owned Business (LGBT) - Minority-Owned Small Business (MOSB) - Women-Owned Small Business (WOSB) - Small Disadvantaged Business (SDB) 8(a) Small Business - Veteran-Owned Business Enterprise (VBE) - Veteran-Owned Small Business (VOSB) - Service-Disabled Veteran Owned Small Business (SDVOSB) - Historically Underutilized Business Zone (HUBZone) Business and Supplier Diversity Launched in 2007, CDW's Business Diversity program goals are to increase procurement

opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, service-disabled veteran-owned, and other small, disadvantaged businesses. Since that time, CDW diverse spend has risen to \$25 billion since the program's inception, which has been accomplished by building relationships with qualified small, diverse businesses to assist us and our customers in meeting diverse procurement goals.

Currently, CDW has more than 1,300 partnerships with minority, women-owned, veteran-owned, and other small, disadvantaged businesses including, but not limited to product manufacturers, distributors, and service providers that can be leveraged to help meet the needs of Sourcewell Members.

Highlights from our Business Diversity program over the past four full calendar years (2019-2022) include:

In 2022:

CDW's overall diversity spend peaked at \$3.6 billion with small, diverse suppliers.

CDW was included in the 2022 America's Top Corporations for Women Owned Business Enterprises

CDW is a 2022 Best of the Decade honoree. These corporations are the best-of-the-best in supply-chain diversity, excelling in their staunch commitment to minority business development and inclusion. This prestigious list celebrates outstanding supplier diversity programs that consistently drive progress and incomparable innovation in the supply chain.

In 2021:

CDW's overall diversity spend exceeded \$3.4 billion with small, diverse suppliers.

CDW more than doubled the size of its business diversity team to establish greater engagement with local suppliers in our customers' communities.

CDW was included in the Top Veteran-Friendly Companies by US Veteran's Magazine.

CDW was recognized by Black EO Journal – Best of the Best as a Top Supplier Diversity Program.

In 2020:

CDW's overall diversity spend exceeded \$2.6 billion with small, diverse suppliers.

Minority Business News (MBN) Diversity presented CDW with its award for 2020 Supplier Diversity Program of the Decade.

The National Veteran-Owned Business Association bestowed CDW with its Best Corporation for Veteran's Business Enterprises Program award.

CDW was honored by both Forbes and the Human Rights Council (HRC) foundation for our diverse and inclusive culture. In Forbes' Best Employers for Diversity, CDW came in at #84 out of 500 companies overall, and in the top five of the 27 Illinois-based organizations on the list. The HRC Foundation named CDW one of the Best Places to Work for LGBTQ Equality as it earned a 100% on the Corporate Equality Index.

In 2019:

CDW's overall diversity spend exceeded \$2 billion with small, diverse suppliers.

CDW became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies procuring more than \$1 billion annually from minority- and women-owned businesses on a first-tier basis.

CDW was recognized as a Best of the Best in Supplier Diversity Program by US Veterans Magazine.

Another aspect of the CDW Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc., and The Women's Business Enterprise National Council. CDW supports additional organizations across the U.S. and Canada including the National Veteran Owned Business Association and the National Gay and Lesbian Chamber of Commerce. In addition to financial contributions and support, CDW also engages on advisory councils, attends and hosts events, and provides resources and subject matter experts to support the organizations' focus on continued growth and success.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	CDW-G has taken a proactive and specialized approach in the last several years in expanding and improving our offerings to Sourcewell Members by industry. This has involved looking at specific technology trends, understanding customer priorities, and offering turn-key solutions in the following segments and solution areas: K-12 Education - Device Ecosystem - Classroom Transformation - Cybersecurity - Networking Infrastructure - School Safety Higher Education - Student and Institutional Devices - AV Transformation - Connected Community - Hybrid Infrastructure - Cyber and Physical Security State and Local Government - Cybersecurity - Program-Based Accounts - Public Safety - Device - Transformational Government We have focused efforts on developing technology solutions for each of the above segments that ensure the right outcomes for our customers. An example is CDW-G's mature practice for providing devices to K-12 districts nationally. CDW-G has built a comprehensive solution for K-12, based on the lifecycle of the purchase, that includes the following capabilities and services: - Device roadmaps to help each district understand the industry landscape, technology advancements, and features that should be considered when selecting a device for student or institutional use. - Consulting sessions with a CDW Education Strategist to provide guidance on technology adoption for increased learning. - Robust portfolio of professional development partners. - Best practices for defining technology standardization with each district. - Project management aligned to supply chain and to ensure large device rollouts are successful and on time. - Pre-shipment device configuration to provide low/no touch devices for district IT staff. - Local warehousing and local deployment services, including last-mile delivery. - Maintenance and break-fix solutions to ensure high availability of devices. - Asset disposition and buy-back options to enable a district to compliantly dispose of student devices at end of life, along with the potential of securing funds that can be leveraged for replacement technology. As a result of CDW-G's practice built for K-12 devices, CDW-G provides 1 in every 3 Chromebooks to students across the U.S. annually. It is also our #1 solution under CDW-G's existing Sourcewell agreement.
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	As a solutions provider, CDW-G does not manufacture products, however, all purchases made by Sourcewell Members, where applicable, include the manufacturer's standard warranty. Terms of warranty coverage can and do vary with each OEM purchase, and details for each product warranty are available through an account manager or online at www.cdwg.com. CDW-G does offer additional warranty coverage options for products whose standard warranty alone does not meet Sourcewell Members' needs. This includes extended IT warranties, data center maintenance, maintenance contracts, and custom support plans. We recommend Sourcewell Members work with their account manager to determine the best option to determine the best additional warranty solution for their purchases. In instances where a Sourcewell member may have multiple warranties – which may have different lengths of time and different end dates – from multiple OEMs, CDW-G can offer Maintenance Contracts to simplify warranty coverage. Maintenance Contracts are easily manageable service contracts that cover all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. This contract can also be prorated as you add or delete equipment. Benefits of a Maintenance Contract include: - Easy to manage equipment coverage - A single point of contact for repair service - Multiple response times available on the same contract - Flexibility to add or remove equipment as needed - Parts and labor included - Multiple contracts consolidated - Annual or multi-year contract options
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Not only does CDW-G not impose usage restrictions or other limitations on our warranty services, we enhance coverage options for Sourcewell Members through our available warranty extensions and uplifts. While customers often choose the standard OEM warranty for their purchase, in instances where it is not sufficient, we offer competitive solutions to augment the warranty, minimizing risk and ensuring ongoing performance. Solutions included in our portfolio to support Sourcewell Members include: - Warranty extensions and upgrades - Post warranty support - Accidental damage protection - Maintenance Contracts - Post-sale technical support - Product and certification training - Onsite repair - Help desk services As part of our commitment to supporting Sourcewell Members throughout their technology lifecycles, we continue to communicate post sale to ensure warranties continue to meet Sourcewell Member needs.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote.

49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our ability to provide certified technicians across geographic areas is driven by the warranty coverage selected by the Sourcewell Member. In most cases, warranty support is fulfilled directly by the manufacturer and will vary on a case-by-case basis. Should a Sourcewell Member opt to enhance the standard manufacturer warranty, CDW-G has access to certified resources through in-house technical and strategic local partnerships across the U.S. and Canada. We are committed to coordinating OEM warranties, CDW-G resources, and our services partner ecosystem to address the needs of Sourcewell Members. We will continue working with Sourcewell Members to identify the best-value solution regarding warranty coverage; response times and service-level agreements (SLAs) may vary by location. Sourcewell Members can be confident they will know what they are buying and will be provided with clear instructions on the coverage and how to activate warranty claims.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In instances where Sourcewell Members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW-G has a defined escalation process with our partners to ensure technical support is provided by the manufacturer according to the agreed upon SLAs. In those instances where CDW-G provides enhancement to the standard manufacturer warranty, we take responsibility for meeting agreed upon SLAs and delivering the full customer experience.
51	What are your proposed exchange and return programs and policies?	Should Sourcewell Members require an exchange or return, CDW-G requires an RMA number for all returned merchandise. All products must be returned 100 percent complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days of the date of invoice. For returns initiated after 30 days, fees may apply. Sourcewell Members should engage their account manager for any questions, issues, and concerns around support. By contacting their account manager to initiate the return process, Sourcewell Members will receive individualized support that ensures the best outcome. CDW-G account managers, and our customer support teams, facilitate and track all returns and deal with RMAs daily. CDW-G also offers Customer Relations service at 866-SVC-4CDW or at customerrelationsreturns@cdw.com for customers to obtain an RMA before shipping product back to CDW-G. When returns cannot be made directly to CDW-G, a Sourcewell Member's account manager can advocate on their behalf with the OEM regarding exchanges, returns, or any aspect of their IT investment. However, in all instances when CDW-G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or a Sourcewell Member can request a check be sent to them.

52	Describe any service contract options for the items included in your proposal.	In addition to services included with purchase, Sourcewell Members may choose from a range of service options available through CDW•G (fees may apply), including the following offerings: A collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell Members' software, licensing, and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the Sourcewell Members' behalf. An extended service/help desk, where a phone number is provided to engage and provide support. This option is useful for Sourcewell Members who may not have a robust IT support program and seek a third-party solution. Technical support (U.S.-based help) for five years from purchase through either phone or chat (Monday through Friday from 7a.m. to 6 p.m. CT) or email (reply within 24 hours). CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third-Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners. Cisco SMARTnet Service, an award-winning technical support service that gives Sourcewell Members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 56 specialists – the largest such team in the industry – with more than 570 combined years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools and can also provide support with contract consolidation, co-termining all assets and net new, site consolidation, decommission gear, and customized pain point resolution. CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist team.
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Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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53	Describe any performance standards or guarantees that apply to your services	To best meet services performance requirements for Sourcewell Members, we follow a service-level management approach using industry best practice standards, processes, and metrics. Based on our 20+ years of working with a diverse set of customers, we have applied lessons learned to develop a specific service-level management approach to measure results, provide reliability, and ensure that communications and IT services are meeting the agreed upon Service Level Agreements (SLAs). With each performance-based solution, Sourcewell Members work with their dedicated account team to create agreed upon, measurable performance standards and guarantees, outlined within a Statement of Work. The key to performance management is the application of the right governance to the program to ensure the necessary resultant behavior and delivery outcomes. The CDW service manager is how and where governance happens across the enterprise. The service manager ensures service levels are receiving the appropriate attention and that all owners of service levels are held accountable for performance. Methodology components include the following: - Ensuring a set of standard processes is used, such as IT Infrastructure Library (ITIL) - Ensuring a set of standard tools is used, such as ServiceNow - Ensuring all accountable parties are educated and understand their level of accountability on SLAs, including individual contributors, team leaders, managers, and executive leadership - Ensuring metrics are met and maintained and providing additional reporting on real-time or relatively real-time performance information - Conducting meetings, including a daily operations meeting to review high-impact incidents, weekly aging incident ticket review meetings, and weekly aging request ticket review meetings to ensure the appropriate visibility is brought to the current performance and any corrective measures for underperforming are begun as quickly as possible - Driving the core ITIL processes and bringing visibility to non-compliance with processes and/or SLAs - Communicating monthly performance and developing improvement plans for any metrics that were not successfully remediated before month-end reporting
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54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Analyses of Service Levels. CDW provides service-level management and reporting, as well as monitors the efficiency and effectiveness of the operations. We also monitor program performance against program performance levels, including Key Performance Indicators (KPIs), as mutually agreed, prior to project start, by systematically and regularly: - Monitoring all performance levels for those that are not maintaining the pace required to meet the performance threshold — we will examine root causes, perform risk mitigation/preventive action, and develop a corrective action plan - Generating daily operational reports monitoring against service levels at a given time - Reviewing aging reports for all issues that are close to or have exceeded the resolution target - Monitoring KPIs that contribute to meeting a service level; for example, we measure how long it takes us to acknowledge a service desk incident, and if it takes us three hours to acknowledge the issue and we only have four hours to resolve it, we can surmise the SLA may not be met - Monitoring alerts, such as incident resolution times, automatically generated by the ticketing system Corrective Action. CDW executes a formal corrective-action planning-process for deficiencies discovered during reviews. We assign each corrective action to an owner for resolution and provide oversight to the process by our service manager. Preventive Action - Uses standard tools and processes to detect, analyze, and eliminate potential causes of performance standard or service-level non-compliance - Ensures that system performance and availability continuously anticipate capacity needs, including adjustments for seasonal demand - Analyzes historical data regarding usage volumes and peak processing periods and communicate with the program offices regarding new initiatives and other factors that may have an impact on system usage - Develops plans and takes action to address these changing infrastructure needs Root Cause Analysis - Proactively produces trends that could lead to less-than-optimum performance by taking preventive action measures to improve the area in question - Analyzes the performance in support of each performance standard and/or service level, identifying positive or negative trends, and works with project staff to perform a root cause analysis of negative trends to develop a corrective action plan to correct deficiencies and identify best practices that can be leveraged across the project - Provides follow-up verification to ensure that the action was effective in addressing the root cause - Monitors performance statistics to ensure the corrective action plans are effectively implemented - Provides a defined escalation path for corporate-level oversight of performance issues and corporate support of corrective action plans; once an issue is resolved, CDW-G will communicate improvements to other activities and groups, as applicable Continuous Improvement - Provides a metrics-driven continuous improvement approach, focused on improvements to ITIL service delivery and service support to achieve increasing levels of performance against SLAs - Uses automated tools combined with trend data for monitoring and root cause analysis to identify the high-priority areas for improvement and take immediate action
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
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55	Describe your payment terms and accepted payment methods.	CDW•G's standard payment terms are net 30 days from the date the invoice is issued. CDW•G accepts payment through: - Credit Cards* (American Express, Discover, MasterCard, Visa) - Checks - Electronic Data Interchange (EDI) - Electronic Funds Transfer (EFT) - Procurement Cards (P-Card) *With a credit card order, CDW•G requires the credit card information at the time of order. Please note that we do not accept credit cards for term accounts. The mailing address for payments is: CDW Government LLC 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515
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56	Describe any leasing or financing options available for use by educational or governmental entities.	CDW•G can facilitate an agreement between Sourcewell Members and a variety of leading financing companies to help ensure leasing terms to fit the unique needs and budget requirements of those Sourcewell Members. Depending on technology needs, Sourcewell Members can secure a leasing program with maximized options and terms. Premier leasing partners include: - Arrow Capital Solutions - Cisco Capital - Dell Financial Services - HPE Financial Services - Lenovo Financial Services - LEAF Commercial Capital, Inc. Preferred leasing partners include: - Acer Finance - Apple Finance - De Lage Landen (DLL) - Microsoft Finance - PNC Bank - US Bank Our account managers and certified technology specialists are prepared to assist with every phase of choosing and leveraging the right financing or leasing solution for the IT environment of Sourcewell Members. This collaborative process between CDW•G and Sourcewell Members includes the following steps: 1. An initial discovery session to understand goals, requirements, and budget 2. An assessment review of the existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future designs, and proofs of concept 4. Procurement, configuration, and deployment of the final solution 5. Ongoing product lifecycle support including proactive notice of lease expiration and asset disposition Financing/leasing is available on a per-deal basis, or in many cases, as a primary billing option, depending on the needs of the Sourcewell Member. If a Sourcewell Member has a preferred leasing company that is not currently a CDW partner, they can be set as vendor if the Sourcewell Member and the leasing company sign the required supplemental agreements from credit. The typical process for leasing equipment is as follows: Account managers work with a Sourcewell Member to submit a credit review to the chosen leasing company and obtain a financing proposal or the account manager has the chosen leasing company call the Sourcewell Member to discuss leasing/finance options and obtain information necessary to complete credit approval. The chosen leasing company reviews credit and makes decision whether to provide a lease. If approved, the leasing company sends the Sourcewell Member leasing documents to complete and return. Upon receipt of required documents and any upfront payments from the Sourcewell Member, the leasing company provides CDW•G with a purchase order for the full amount of the leased equipment. CDW•G fulfills the order and products ship from CDW•G directly to the Sourcewell Member. The leasing company sends an invoice and the Sourcewell Member makes regularly scheduled payments directly to the leasing company.
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.) Upload a sample of each (as applicable) in the document upload section of your response.	Upon award, CDW•G will leverage the Sourcewell contract terms and conditions to simplify and streamline the procurement process for Sourcewell Members. Other documents that may be needed include, but are not limited to: - Statement of Work (SOW) for professional/managed services - Customer-specific terms and conditions (if required by the Sourcewell Member)

58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, CDW-G accepts P-cards for payment, and Sourcewell Members can use P-cards for both e-procurement and non-digital orders at no additional cost. Please note, however, that Sourcewell Members who opt for payment terms (for example, Net 30) cannot settle terms by invoice with a P-card. As an added capability and at no additional cost, CDW-G can provide Level 3 information on P-cards for Visa, MasterCard, or American Express. This service provides line-item detail remittance of the transaction on Sourcewell Member cardholders' statements. Level 3 allows the Sourcewell Member agency to track expenses and to ensure the products purchased on its card were in fact legitimate purchases.
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Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	CDW-G's pricing response encompasses RFP Category 1, 2 and 3 for all Technology Products, Services and Related Solutions (Technology Offerings). CDW-G's pricing can be found in the pricing attachment titled "CDW US and Canada Pricing Category 1." Please Note: Due to the depth and breadth of our product and services offerings, items aligning with categories 1, 2 and 3 can be found throughout our product and/or services offerings, and individual items can be included in more than one category depending on the context. For all RFP Categories, CDW-G is pleased to offer a discount percentage off catalog, with minimum percentage discounts off CDW-G's Nationally Advertised Price (CDW-G Advertised Price). These published and maintained prices for technology products and services categories can be found at www.cdwg.com, available 24/7. To ensure continuity and ease of procurement for Sourcewell Members, CDW-G has provided competitive and full catalog pricing encompassing all available OEMs, similar to the current Technology Catalog Solutions #081419-CDW contract (Incumbent Contract). Underpinned by industry-recognized taxonomy, the CDW-G Advertised Price model enables CDW-G to leverage economies of scale, our superior OEM-partner-relationships, and real-time competitive market adjustments. The discounts in our pricing structure are not-to-exceed, and for large rollouts or planned projects, CDW-G will endeavor to provide even deeper discounts, leveraging our close OEM partnerships. CDW-G has a dedicated online purchasing portal which can be found at www.cdwg.com/sourcewell. When logged in, Sourcewell Members can access Sourcewell's contract pricing and other information about the program. For professional services, our pricing structure includes not-to-exceed hourly rates covering all three RFP categories. These rates are subject to 5 percent annual escalation, on the anniversary date of contract effective date. The services can be iterated in either time-and-material or fixed-fee models, in areas including, but not limited to, cloud migration, ServiceNow, cyber and physical security. Certain services for education customers in pricing Attachment titled "CDW US and Canada Pricing Category 1", Tab titled "Amplified Solutions" are based on 3 percent discount off MSRP which can be found at this link: https://www.amplifiedit.com/MSRP. CDW-G delivered managed services pricing varies from monthly unit prices, percentage of Sourcewell Member's actual consumption of the service, and/or custom pricing.

		As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Sourcewell Members will be discount 0 percent off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, and Microsoft Azure. CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its Members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings. Technology Offerings which have specialized requirements not contemplated under this RFP, will be identified in a Statement of Work as mutually agreed and executed document(s) between CDW•G and the Sourcewell Member. The pricing will be based, unless otherwise specified, on CDW•G invoice price. Sales for Canadian Sourcewell Members are provided through CDW Canada with Discounts Off CDW Canada's advertised price and are quoted in local currency (CAD). Categories for CDW Canada catalog are similar, though not identical to CDW•G categories. Please refer to our CDW Canada pricing offer in the required pricing attachment "CDW US and Canada Pricing Category 1" for more information. CDW•G differentiates itself from the competition with the addition of dedicated program management. The team consists of seasoned contracting professionals, dedicated to Sourcewell Members and responsible for compliance, administration and management of the contract, training of sellers and other duties. Led by Jeff Hagen, Manager of Program Management, and Mandi Maricque, Senior Program Manager, the team helps ensure Sourcewell Members receive all program benefits. Sourcewell Members may engage Program Management and request price verifications by emailing their CDW•G order or quote number to Sourcewellcontracts@cdwg.com.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated in response to Question 59 above, CDW•G's catalog discounts are percentage off CDW•G Advertised Price, ranging from 0 percent to 15 percent, providing a more competitive structure than CDW•G's Incumbent Contract. CDW Canada: 0 percent to 7.75 percent Minimum Discount off CDW Canada's Advertised Price, quoted and invoiced in Canadian dollars.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell Members benefit from discount off CDW•G Advertised price, irrespective of volume. The program provides a competitive ceiling price and we can often leverage our relationships with OEMs to offer deeper discounts for large projects/rollouts and bulk buys, on a case by case basis, in consultation with the Sourcewell Member. Additionally, we have found success with Sourcewell Members where CDW•G has Sourcewell Member specific agreements with large purchase footprint, and/or minimum purchase commitments, under which CDW•G can offer committed deeper discounts and/or additive incentives. In addition, we can hold large inventory in our distribution centers, take advantage of bulk buys and promotions, which maximizes our ability to offer better pricing to Sourcewell Members.

62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	As mentioned in Question 59, Technology Offerings that have specialized requirements not contemplated under this RFP will be identified in a Statement of Work and/or similar document(s) which are mutually agreed upon and executed between CDW-G and the Sourcewell Member. The pricing will be based on CDW-G invoice price.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Services which require travel, lodging, work to be performed outside of normal business hours/holidays, or subject to overtime regulations, may be subject to additional fees, and will be outlined in a Statement of Work or similar document. Any additional fees required due to regulatory mandates, Sourcewell Member-specific background checks, and Sourcewell Member-specific mandated training, will also be mutually agreed upon between CDW-G and Sourcewell Member and incorporated within a Statement of Work or similar document.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Ground freight shipping is the least expensive option for Sourcewell Members and is offered at no charge. This includes no additional charge at the time of order, within the contiguous 48 United States. It also includes insurance coverage at no charge. We also offer Sourcewell Members expedited shipping options; in these cases, the Sourcewell Members pay the price difference between the expedited rate and the lowest-rate shipping option – retaining the benefit of the no-charge offering. If a Sourcewell Member chooses to utilize their own assigned carrier, CDW-G can work with the Sourcewell Member once the carrier number and other details are provided by Sourcewell Member
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Sourcewell Members placing orders for delivery to Alaska and Hawai'i, freight options currently include Ground, Express, and Priority, though these options may vary depending on specific shipping address. Once an order is entered, all available options are displayed and priced. Carrier options for Alaska and Hawai'i currently include UPS, UPS Freight, CEVA Logistics, and USPS with estimated transit times of Ground three to five days; Express two to three days; and Priority one to two days. Transit times may be impacted by day of shipping, holiday schedules, weather events, and other acts of nature. For Sourcewell Members placing orders for delivery in Canada, standard terms for shipping include F.O.B. Destination, Freight Prepaid, and Freight Added. All products are shipped from one of CDW Canada's partners' distribution centers in Toronto, Mississauga, Calgary, or Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and TD Synnex within Canada to complement our purchasing model. In most instances, Sourcewell Members can expect purchases to be delivered the next day or within an average of three days by standard ground transportation. CDW Canada through distribution partners currently uses UPS, Purolator, FedEx, and other freight carriers for larger shipments.

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	CDW•G operates a redundant fail-safe hybrid logistics model, with two distribution centers strategically located, which allows us to ship based on availability with a historical accuracy of over 99 percent. We can further leverage staging as well as buy-and-hold options within our facilities or through our vetted partners nationwide, for Sourcwell Members with large rollouts and/or high SLA requirements. CDW•G was selected to be the sole mobile device provider for the 2020 Decennial Census, deploying nearly 500,000 devices over the life of the contract to US Census Bureau Headquarters, more than 250 regional Census Offices, and Decennial Census employee homes, nationwide. When delivering professional services, we once again leverage a hybrid approach inclusive of in-house technical resources and/or vetted, trusted subcontractors, to provide cost-effective solutions based on Sourcwell Member's needs. We can also leverage remotely delivered service engagements, which can help contains costs and offers high availability for time sensitive projects. These remote engagements can be deployed safely, with the assistance of the customer's IT and security teams. Finally, we believe in helping the communities we serve. CDW•G's inclusive philosophy extends to our providing opportunities to collaborate with minority-owned businesses, small businesses, and otherwise disadvantaged businesses. Doing so enables Sourcwell Members access to a talented, diverse resource pool and helps Sourcwell Members achieve their diversity initiatives.
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	CDW•G has historically worked closely with Sourcwell Members on planned IT projects, developing technology standards, and forecasting volume purchase opportunities across schools, departments, or agencies. In those circumstances, CDW•G is able to extend additional discounting beyond the standard pricing offer, resulting in material savings to the Sourcwell Member. As a result of the IT project alignment that CDW•G has historically held with Sourcwell Members, CDW•G's net pricing offer is better than other offers with similar volume and terms to other contracting agencies. Upon request, CDW•G shares savings data and incremental discounts with Sourcwell Members, along with the data shared monthly with Sourcwell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
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68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage an agreement of this size and scope with all the necessary detail and follows all contract's pricing rules, timely reporting, and remittance of fees. With respect to CDW•G's compliance strategy, we have bespoke, proprietary systems, which ensure the pricing and freight is compliant per the contract or specific Sourcewell Member pricing agreement. Our compliance approach is a full lifecycle from solicitation to post contract closeout. It starts during the launch process with training all the personnel utilizing the contract, followed by annual training and certifications. In addition, we have internal automated quality checks in place, which track our reporting deadlines and accuracy commitments. We also have previously partnered with Sourcewell in providing training to CDW•G sellers and intend to do so when awarded the new contract. For service engagements, our contract lifecycle management system automatically routes Statements of Work to the Contracts team to ensure the pricing is compliant with hourly rates and commitments, as stated. CDW•G and Sourcewell also have regular cadences where, among other items, any issues are addressed, discussed, and tracked. CDW•G has a dedicated and highly experienced Program Management team, which manages our Sourcewell contracts. Mandi Maricque is the contract manager and is responsible for the Sourcewell portfolio. Mandi is supported by three dedicated contract administrators. In addition, due to the importance of the Sourcewell contract within CDW•G, there is a high level of engagement from senior leaders within the organization. Collectively, the team managing Sourcewell's contracts have 80 years of experience. The team is also responsible for working with Sourcewell Members to ensure proper understanding of the contract's terms and benefits, pricing, and range of offerings. CDW•G has held a Sourcewell contract for the last 20 years as an organization; CDW•G coworkers are well trained on compliance matters related to the Sourcewell contracts. The Program Management team is solely responsible for ensuring Sourcewell Members have access to the agreement. Monthly reviews are done to ensure all participating entities have access to the contract. Sales teams are trained to send any Sourcewell Member add-requests to the SourcewellContracts@cdwg.com inbox. These actions help to drive growth under a robust governance framework. CDW•G has successfully met all reporting requirements and deadlines under the Technology Catalog Solutions #081419-CDW (Incumbent Contract). CDW•G is confident we can continue to meet and/or exceed requirements under this RFP.
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69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	CDW•G currently tracks different metrics for contract performance internally. Given Sourcewell's diverse membership and dynamic spend within technology category, we continuously monitor standard metrics such as Sourcewell Member performance and utilization by geography (state) and segments (State & Local Government, K-12, Higher Education, Healthcare, Federal Government, Not for Profit, Public Safety). Additional metrics include: - Category penetration - Sourcewell Member agreements and state contract adoptions - New Sourcewell Member growth - OEMs and category penetration - Customer satisfaction survey responses - Professional services and evolving technologies including cloud offerings' growth - Market share under the Sourcewell contract and total available wallet share - Target CDW•G customers who can be aligned with the Sourcewell contract Industry trends by public sector segment and the performance of the CDW•G solutions aligned to those trends. A list of trends by public sector segment is outlined in Table 8, Question 45. We also track regulations and procurement policies of different entities where Sourcewell's contract can be leveraged as a state contract, contract of choice, etc.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As an incumbent with a proven track record of success, we further believe retaining existing fee structures for Sourcewell Members under the Incumbent Contract will help maintain continuity and stability for those Sourcewell Member's needs. CDW•G is proposing a general administrative fee of 1 percent which will continue to support increased adoption and sales over the term of the contract. To best meet Sourcewell Members' needs for select catalog offerings with historically competitive profiles, we propose the following fee adjustments: - Software & Cloud Offerings: 0.25 percent - Chromebooks: 0.00 percent We are confident the proposed fee structure combined with our proven track record of success under the current contract will incentivize Sourcewell Members and provides the right balance for growth under this contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	☒ Yes ☐ No	☐ Yes ☒ No	☐ Yes ☒ No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
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72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	CDW•G offers a full range of products and services that enable Sourcewell Members to develop the best total solution to meet specific needs while attaining the most value for their organization. CDW•G provides expert consulting, design, configuration, installation, and lifecycle management services. CDW•G's Category 1 bid provides pricing for our Technology Products and Services Catalog, as well as Professional and Managed services. Our offerings are extremely comprehensive and include: Products & Partnerships: More than 100,000 products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware Technology Services - e-Procurement integration - Leasing services - Managed services: Gold Level Support for customer devices - Pre-shipment configuration - Professional services: Amplified Solutions, Cyber and Physical Security, Configuration, Data Center Transformation, Digital Velocity Solutions, ServiceNow Total Solutions - Cloud - Collaboration - Data Center and Networking - Managed Print Services - Point of Sale - Security - Software Management - Total Mobility Management
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Below is a list of product and service categories, along with their corresponding subcategories, provided by CDW•G as part of this response: Accessories - Security Locks - Headphones and Speakers - Phone Accessories - Tablet Accessories - Keyboards/Keypads - Notebook Accessories - Cases and Backpacks - Mice and Trackballs - Office Products and Supplies - Small and Consumer Electronics - Robotics Power, Cooling & Racks - Power Supplies/Adapters - UPS/Battery Backup - Batteries - Surge Suppressors - Remote Power Management Desktop Computers - Computer Cases - Apple Desktops - PC Compatible Desktop Computer - Windows Based Terminals - Desktop Memory Upgrades - Thin Clients - PC Compatible Workstations Data Storage/Drives - Storage Enclosures/Mounting Hardware - CD/DVD/Blue Ray Drives - Disk Duplicators - Media - Hard Drives - Desktop NW Attached Storage - Floppy Disk Drives - Flash Memory - Consumer SSD Enterprise Storage - BU/DR Infrastructure - Drive Arrays

- Enterprise Hard Drives
- Enterprise SSD
- Interfaces Controllers
- Optical Drives
- Storage Networking
- Rackmount NW Attached Storage
- Tape Backup Drives
- Tape Automation (Lib/Changers)

- Point of Sale/Data Capture
- Wireless Communication Devices
- POS Systems
- Connected Devices
- Peripheral and Barcode Scanners
- Thermal Printers

- Servers & Server Management
- Server Accessories
- Linux/Unix Based Servers
- KVM Consoles and Switches
- CPUs/Fans
- Network Print Servers
- Application Servers
- Apple Mac OS Servers
- RISC Servers
- Server Memory Upgrades
- x86 Based Servers

- Services (CDW Delivered)
- Installations
- Configurations
- HCA/Hlth Purch Grp (HPG) CDW
- OnSite Services
- Central Services – Repairs
- Managed Services
- Mobility Services
- Field Services
- Remote Services
- Software Asset Mgmt Services
- Classroom Training
- Workspace Management Tools

- Notebook/Mobile Devices
- Notebook Memory Upgrades
- Mobile Workstation
- Notebook Computers
- Apple Notebooks
- Tablets

- NetComm Products
- Network Bridges
- Modular Switches
- Communications Boards
- Network Management Hardware
- Modems
- Network Switches Managed
- Network Test Equip/Analyzer
- Network Optics
- Network Hubs
- NIC Network Interface Adapters
- Network Routers
- Network Device Memory
- Network Switches Unmanaged
- Network Security
- Wireless LAN Networking
- Physical Security

- Carts and Furniture
- Furniture
- Medical Carts

- Printing & Document Scanning
- 3-D Prototype Printers
- Copy Machines
- Document Scanners
- Dot Matrix Printers

FAX Machines
 Single Function
 Printer Accessories
 Multifunction
 Plotters
 Printer Memory Upgrades
 Printer Supplies

Services (Partnered Delivered)
 Partner-Delivered Managed Services
 Cloud Partner Services
 OnSite Services-3rd Party
 Installations 3rd Party
 Managed Print Services
 IT Pro Training – 3rd Party
 Systems Management – 3rd Party
 Warranties – Product Protection

Client Configure-to-Order
 Client Configure-to-Order

Software
 Aggregation Services Software
 Security Software
 Application Suites
 Desktop Applications
 BU/DR Software
 Cloning Software
 CAD/CAM Software
 Cisco One Software
 Database Software
 Digital Signage Software
 Design and Graphics
 Audio/Video Production
 Flow/Org Chart Software
 Cloud Collaboration Software
 Mobile Device Enablement SW
 Integrated Product Suites
 Infrastructure as a Service
 AI Software
 Voice Recognition
 Legal Software
 Mainframe Software
 Unified Communication
 Network Management Software
 Network Connectivity/Emulation
 Data Capture Software
 Operating Systems
 Programming Software
 CRM Software
 Portal Software
 Reference Software
 Business Analytics
 Document Management Software
 Entertainment/Education Soft
 Financial Software
 Communication/Internet Soft
 Storage/SAN Management Software
 Utility Software
 Software Documentation & Media
 Telephony Software
 Technical Support
 Virtualization Software
 Web Software
 Physical Software

Collaboration Hardware
 Voice Hardware – Phones
 Collaboration Hardware – Video Hardware
 Collaboration Hardware – Voice Hardware – Headsets
 Collaboration Hardware – Voice Hardware Infrastructure

Video & Audio
 Automation & Control Systems
 Cameras
 Medical Displays

		Drones and Virtual Reality Interactive Whiteboards Consumer Television Mounts & Stands Professional Audio Media Player Projectors & Document Cameras Commercial Television Digital Signage Displays Graphics Cards Video Production Screen Protection/Filters Computer Displays Interactive Flat Panel Display Cables Miscellaneous Cables Audio/Video Cables Network Cables SCSI/IDE/floppy cables Telephone/Modem Cables Network Cable Accessories Parallel and Serial Cables USB/FanWire Connectivity Books/DVD Movies Books
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Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	☒ Yes ☐ No	CDW•G's response includes computer hardware, including desktops, laptops, tablets, and related devices.
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	☒ Yes ☐ No	CDW•G's response includes networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology.
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	☒ Yes ☐ No	CDW•G's response includes peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies.
77	Software related to the purchase of the equipment described in Lines 74-76 above;	☒ Yes ☐ No	CDW•G's response includes software related to the purchase of the equipment described in Lines 74-76.
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	☒ Yes ☐ No	CDW•G's response includes configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77.
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	☒ Yes ☐ No	CDW•G's response includes security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response
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80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	CDW-G is dedicated to working with our technology partners to promote their environmentally certified products and assist Sourcewell Members in purchasing them to solve outcomes around their ESG goals and priorities. We also provide the ability to track industry-recognized data to allow Sourcewell Members to better understand their environmental footprint. Sourcewell Members can receive from CDW-G, upon request and by mutual agreement, both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we can provide quarterly, calendar year, or fiscal year reporting, depending on Sourcewell Members' needs. We can typically offer a number of customized reporting options as well, including summary by category, to meet specific Sourcewell Member needs.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Included below is an overview of some of our key partner distinctions: Apple (Diamond Elite partner): Apple's Largest Corporate Channel Partner in the U.S. Apple's only reseller with the designation "Premium Corporate Reseller" CDW-dedicated Apple System Engineers 19 Apple-badged employees supporting CDW 13 CDW-badged Apple resources onsite Apple-certified Mobility Solution Architects We are an Authorized Apple Corporate Reseller for Mac, iPad, Unlocked iPhone, Apple Watch, AppleCare, VPP credit, and Apple accessories (including Beats for specific use case). We provide overnight delivery of stocked products, extensive third-party hardware, and software licensing options, as well as the Apple Professional Services portfolio. Please note, Apple policy states that they are to be the sole reseller for their products with K-12 customers, including both private and public schools. If this policy is repealed, CDW-G is equipped and ready to serve Sourcewell Members. Cisco (Gold Certified Partner): We are Cisco's largest U.S. Direct Reseller and largest National Direct Integrator Partner, having attained the broadest range of expertise across multiple technologies. CDW has achieved the newest of Cisco's Master Specializations in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification. CDW was recognized as the 2022 Americas Partner of the Year by Cisco and as 2022 Cisco Software Partner of the Year. CDW has more than 1,300 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include: 717 Cisco Certified Sales Experts 63 Cisco Certified Internetwork Experts 215 Cisco Certified Network/Design/Voice Professionals 322 Cisco Certified Network/Design Associates In addition, CDW is one of the only resellers in the world actively participating in and working with Cisco in the Cisco Early Field Trial (EFT) program. This program allows our top engineers to receive and test the latest code prior to the general release of the product. It also lets CDW shape the products prior to shipping the first release level. Generally, Cisco only invites two partners to each EFT opportunity, and typical EFT participation is three or four EFTs. CDW historically participates in more than 20 EFTs a year across Data Center, Engineering, Collaboration, and Security. In Canada, CDW recently received Cisco Full Stack Observability and Hybrid Cloud Computing Solution Specializations. These partner-led designations recognize CDW Canada's ability to provide sophisticated, value-added Cisco solutions through in-depth sales capabilities, technology skills, and service offerings. Dell (EMC Titanium Black Partner): CDW is Dell's #1 Partner Worldwide, and provides the following resources: Dell-certified technology architects Dell-certified cloud architects and Dell EMC-certified data scientists Dell-certified implementation engineers HP Enterprise (Platinum Business Partner): CDW is an HP Enterprise (HPE) Platinum Partner and was named the North American Solution Provider of the Year 2023 (CDW Canada and CDW U.S.).

HP Inc. (Platinum Business Partner): CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. Recent awards include:

Lenovo (Largest Global Partner): CDW is Lenovo's largest Global Direct Response Channel Partner.

Microsoft (Gold Certified Partner): CDW is a Microsoft Gold Certified Partner and a highly ranked Licensing Solution Provider (LSP) and Enterprise Software Advisor (ESA). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments.

CDW is also an Azure Expert MSP for Microsoft Azure.

CDW Cloud Products: CDW currently partners with more than 150 cloud provider partners working in tandem to provide our customers with best-of-breed SaaS, IaaS, and PaaS solutions. A small sampling of our offerings is provided below.

AWS: CDW has achieved multiple certifications for AWS and is one of a handful of Advanced Consulting Partners. CDW has earned the AWS Migration Competency, an elite-level designation held by fewer than 50 companies in North America. CDW coworkers have earned more than 200 AWS certifications including the new AWS Database and Data Analytics Specialty Certifications. CDW has also earned the AWS Storage Competency, confirming our deep storage acumen and our extensive AWS storage partner portfolio (for example, NetApp, Veeam, Druva, and many others).

Google: CDW's comprehensive next-generation Managed Services for Google Cloud Platform (GCP) includes three of the world's 20 Google Cloud Fellows on staff. CDW has also successfully completed the requirements to participate in the Google Cloud MSP Initiative.

Microsoft Azure: As a Microsoft Azure Expert Managed Service Provider, CDW has a record of delivering results to customers in finance, healthcare, manufacturing, small business, government, and education. We also provide full-stack solutions expertise, integrating hardware, software, cloud and services considerations into every Azure discussion. Customers benefit from holistic technology guidance while eliminating the need to coordinate with multiple IT vendors and service providers to design, procure, implement and manage complete Azure solutions.

CDW employs a dedicated vendor accreditations coordinator who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The vendor accreditations coordinator is part of our Vendor Alliances department, which comprises vendor managers for all major hardware manufacturers. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer, to architect.

Each of the partner vendors has designated an account manager and systems engineer to CDW, who communicates product developments to our vendor managers, as well as the associated technical training courses available. Some vendors also have partner education managers specializing in training and certification guidance for CDW. The vendor managers then work with the vendor accreditations coordinator to identify the staff impacted by the development and make bookings for training and exams.

The vendor accreditations coordinator uses a range of vendor and internal tools to manage technical certifications on an ongoing basis. Vendors' learning management tools give the vendor accreditations coordinator visibility of the following:

- Summaries and detailed breakdowns of CDW's compliance status against its overall vendor certification (Platinum, Gold, etc.) and any technology specialist certifications

- Gap analysis charts for training requirements to be quickly identified

- Information to assist creation of vendor learning plans, which feed into CDW's standard Personal Development Plans

- Records of individuals' certifications, training, exams, and expiry dates of these for tracking by the vendor accreditations coordinator

The vendor accreditations coordinator also uses vendor reports and internal tracking sheets to monitor certifications. These provide gap analysis and qualification road mapping showing individual certification status in various vendor technologies.

82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	CDW•G takes a pre and post sales consultative approach toward software assets that can assist Sourcewell Members through every stage of their lifecycle. It begins with our capabilities of assessing current software environments and assisting in the design and deployment of a software solution within environments. We can integrate and share licensing data with most industry recognized software asset management platforms to support Sourcewell Members' needs. Once deployed, CDW•G can also support maintenance through effective software licensing management and assist with: - Performing health checks - Maintaining the right license position so you are neither over- or under-licensed - Establishing consolidated billing - Providing ongoing software recommendations - Ensuring accurate IT planning and budgeting - Maximizing value derived from licensing agreements - Applying compliance checkpoints - Staying on top of licensing expiration and renewal As part of our contract management roadmap process, our CDW•G software team conducts regular business reviews and contract deep dives to help manage licenses over the course of the contract. Our contract management roadmap also helps keep customers aware of important renewal dates.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	CDW•G has a dedicated purchasing page for Sourcewell, currently providing Sourcewell Members direct access to account information, product offerings, and contract pricing on technology products and services: www.cdw.com/sourcewell In recent years, CDW has continued to evolve our operations with an eye to improving the customer experience, extending to our online customer portal. Sourcewell Members benefit from the evolution of this portal, Rubi, which provides greater tools and options to plan, buy, and manage the technology solutions they need. From one central portal, now accessible from the Rubi Mobile App for additional flexibility, Sourcewell Members can purchase products quickly and easily, selecting shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: - Add more items to the cart - Adjust quantities - Save the cart for future purchase - Save the cart as a bundle that can be repurchased - Email the cart to a colleague - Create a standard quote - Estimate shipping costs with the Shipping Calculator before checking out - Check out using the standard checkout feature Rubi also gives Sourcewell Members flexibility in terms of how they view technology for purchase. Sourcewell Members can choose to view and purchase from CDW's entire online catalog of products, or efficiently create customized catalogs containing specific products. Sourcewell Members can also configure their homepage within the portal based on their needs to make tasks more easily accessible including managing subscriptions and quotes, streamlining repeat purchases, and approving orders. Sourcewell Members, through the Security Settings feature in Rubi, can grant user access to features including access to products, views of their orders or multiple accounts, and roles as a purchaser or approver. Sourcewell Members can also grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and Security Settings. Rubi provides key insights, which help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. This includes factors such as estimated time of arrival/inventory/supply chain insights to support implementation, order tracking and status, and current CDW Research Hub information around a variety of IT topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Once an order is placed, an Order Status feature in Rubi provides Sourcewell Members complete order status information with time saving links, including the ability to: - View all recent orders (from the past month to as far back as three years) - Search for a specific order by purchase order (PO) number, order number, purchaser, or purchase date - View order and invoice details - Filter orders according to any of the following statuses:

		Cancelled All Items Shipped Some Items shipped Not Yet Shipped Backordered Item(s) Processing orders View individual shipment details and tracking information Add mobile number to get delivery SMS text message notifications Print a copy of a packing list or original invoice Repurchase a past order Download a report to excel with all open orders Initiate a product return After purchase, Sourcewell Members can use the Asset Hub of the Rubi portal to manage purchases. Features of the Asset Hub include: An asset overview page that shows a view of hardware and software assets purchased through CDW-G, including the total counts of products, asset age, and spend across asset type, category, and brand. A hardware overview page, where Sourcewell Members can view and filter across your hardware assets based on type, brand, asset age, and more, and can click on each line item to see more details. A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, and prior orders and can also re-purchase quickly by using the "Buy Again" button. A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also see a list of software assets and can filter on those assets or click to view more details. A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally from this page, Sourcewell Members can request a quote for a software renewal. A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats. The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers assist in enabling your administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: - Order status - Quote activity - Purchase history - Financial reporting - Purchase approval system CDW-G offers e-procurement integrations to the major providers in the industry, and the capabilities that are available via Rubi are also available via a punch-out catalog.
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Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	☒ Yes ☐ No	With nearly 20 years of experience delivering leading information security solutions, we help organizations reduce the complexities involved in making technology decisions in a fast-paced industry. CDW takes a comprehensive approach to security and risk management. We offer world-class technology solutions, expert implementation and advisory services, comprehensive managed services, and proven methodologies backed by customized testing. We help to advance customer security programs and optimize overall IT risk management strategy so customers can protect data, intellectual property, and reputation. CDW cybersecurity solutions and services fall into six buckets: infrastructure, intelligence and analytics, identity and access management, data and application, threat and vulnerability management, and program strategy and operations. Infrastructure. Strengthen the first line of defense against sophisticated threats. Our solutions and services help customers gain extensive visibility into network traffic based on applications, users, and content; remove malicious traffic while maintaining the delivery of legitimate business flows; and securely manage IoT devices. Intelligence and Analytics. Arm staff with the tactical, operational, and strategic insights needed to understand how an organization is being targeted and invest wisely in the right set of countermeasures. Our comprehensive professional and managed services and continuous monitoring solutions help customers streamline security operations with automation. We help customers respond to, remediate, anticipate, and prevent threats to business. Identity and Access Management (IAM). Securely connect users to distributed services and deliver accountability and transparency of access to the business. Our IAM solutions and services promote capabilities spanning internal and cloud-based services, enhancing user experience while ensuring only the right people have access to the right assets, at the right time, and for the right reasons. Data and Application. Protect information assets against mistakes that lead to data leaks and intentional misuse by insiders, as well as external attacks on information infrastructure. We help you protect data no matter where it is stored, used, or transmitted through the development of a data-centric security program. Threat and Vulnerability Management. Evaluate the overall state of security with an objective view of an organization's policies, controls, and processes. We facilitate the development of an effective threat and vulnerability management program, building upon existing security practices to help you continuously find, prioritize, and remediate vulnerabilities. Our expert professional services and world-class solutions help to determine whether data has been compromised and help create new approaches to limiting dwell time and remediating intrusions. Program Strategy and Outcome. Manage an organization's digital risk and compliance profile. We offer a full range of solutions and services to help evaluate programs against established cybersecurity frameworks, keep up with evolving data protection and privacy regulations, augment staff, set policy, and develop and execute a cohesive strategy for extending security throughout the supply chain.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control,	☒ Yes ☐ No	CDW Physical Security Services solutions fall under four categories: video surveillance, access control, environmental sensors, and professional services.

video management, and managed physical security services;

Video Surveillance. Video surveillance has long been a key component of physical security. The advent of inexpensive, network-enabled cameras has made it easier for organizations to increase their video surveillance footprint. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes — something went wrong, and video footage enabled security teams to later determine what happened. Now, IP-enabled video cameras enhanced with analytics and artificial intelligence (AI) can automatically detect and alert on incidents in real-time and be used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video with services that include:

Envisioning Workshops, Site Survey and Systems Design, Camera Deployment, Video Management System (VMS) Implementation, Software and Analytics Integration, Managed Services, and Day 2 Support Services

Access Control. Modern access control systems — characterized as increasingly digital and IP-connected — allow customers to secure the points of entry to their facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. With new options to manage physical security either on premises or from the cloud, these systems can be closely integrated with video surveillance for improved situational awareness and forensics search. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises with services including:

Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services

Environmental Sensors. The proliferation of Internet of Things (IoT) devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D, etc.). Whether customers need to monitor facilities for airborne chemicals or detect water leaks, rising temperatures, or audio signatures — it is easy to integrate relatively inexpensive IP-enabled sensors into a building's existing physical security system. This greatly improves situational awareness and streamlines incident monitoring and notification processes. CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of your operations with services that include:

Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services

Professional Services. As organizations face limited time, budgets, and talent to tackle the ever-growing list of challenges running their day-to-day operations, IT leaders need a way to handle priority projects without overtaxing internal staff. CDW Ad Hoc Support Services help meet the demands of organizations in unique ways. We provide skilled staff to augment IT teams with expertise in a wide range of technologies, offering an objective view of IT that helps ensure the right solution to the problems — not just the one that is convenient — through ad hoc support services that include:

Small Installation Projects, Scheduled Maintenance, and Unscheduled and/or Break/Fix

			Engineering and Consulting Services
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	☒ Yes ☐ No	Looking at CDW cloud by the numbers, Sourcewell Members working with us benefit from: 2 of 50 global Google Cloud Fellows 250+ cloud engineers 5,000+ industry certifications 100+ industry awards 1,200+ cloud partners The cloud offers convenience, flexibility, and agility. The complexities of cloud can lead to increased cost, decreased visibility, and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's cloud team empowers Sourcewell Members to adopt cloud-native best practices that help cut costs and innovate faster. CDW helps customers achieve cloud goals following a four-step process of assess, design, orchestrate, and manage. 1. Assess. Dedicated Sourcewell Member account teams engage cloud engineers assess current IT environments, identify and prioritize goals, and explore possible vendor solutions to fit business needs. 2. Design. We customize a strategy that ensures cloud solutions continually evolve with the business. We also provide risk management methods to secure data, ensure business continuity, and put disaster recovery plans in place. 3. Orchestrate. We follow detailed implementation procedures for proper cloud migrations, including physical server migration, virtual server migration, database migration, physical-to-virtual server migration, server consolidation and enterprise applications. 4. Manage. We help reduce IT burdens on in-house teams and ensure business continuity by managing cloud solutions on high-performing data center ecosystems. We also enable accessible and on-demand provisioning and de-provisioning, reporting, and billing for cloud usage.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	☒ Yes ☐ No	Organizations have long turned to CDW to implement the best networking solutions, and the value of partnering with our team extends well beyond simplified procurement and savings. The CDW Networking Practice assists customers at every stage of the journey through assessments and roadmap guidance, as well as vendor-focused workshops and jump-start services for the following areas: - Enterprise and data center networking - Software-defined WAN (SD-WAN) - Wireless networking and Wi-Fi 6 - Network access control (NAC), segmentation and secure campus solutions With more than 120,000 customer networking solutions completed in a 12-month period, CDW networking solution architects combine with almost 500 solution architects to support our sellers and their customers to: Design. Our team of technology experts works with customers to plan an end-to-end solution that fits often unique needs and optimizes business impact. Orchestrate. Comprehensive services help our customers build and deploy customized infrastructure that follows networking best practices. Manage. Through a tiered support structure, our team can monitor and manage network complexities to ensure operational efficiency and security.

88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	☒ Yes ☐ No	We provide Sourcewell Members the strategy, architecture, and migration paths required for everything from complex database/data warehouse designs, data exploration and visualization, and data governance, to advanced analytics and machine learning — whether starting with introductory concepts or building and deploying production models. CDW•G works with Sourcewell Members to define and implement an effective data strategy, modernizing data platforms, and implementing DataOps best practices for scalability and agility. We help customers create new data pipelines that can be leveraged for organizational insights, analytics, and visualization. Our experts prove Artificial Intelligence/Machine Learning (AI/ML) business value through minimum viable model (MVM) creation and implement online-ML pipelines for production deployments. Our data architects and ML experts provide rapid, innovative outcomes across data operations; data warehouse modernization; data pipelines; visualization and insights; AI/ML; big data; and contact center AI.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	☒ Yes ☐ No	CDW's Security Practice has the depth and breadth to support Sourcewell Members on their entire cybersecurity journey. Security focus areas include: Program Strategy and Operations, which offers strategy workshops and program initiation; technology bakeoffs and proofs of concept; zero trust assessments; and internal audit and IT audit services. Cyber Resilience and Compliance, which includes privacy compliance (GDPR, CCPA); privacy maturity assessments; framework maturity assessments; full-scope PCI DSS services; HIPAA security, privacy, and risk; third-party risk management; and Cybersecurity Maturity Model Certification (CMMC) assessments. Identity and Access Management (IAM), which includes rapid assessments and strategy; IAM implementation; user rights and access reviews; solution selection and bakeoff; SIEM deployment and configuration; managed IAM support; and white-glove managed identity. Cloud and Application Security, which includes secure access service edge; cloud native controls; cloud security posture management; cloud workload protection; cloud native application protection platforms; cloud identity and entitlement management; and cloud security architecture. Secure Infrastructure offerings, which include security architecture and design; physical security; next-generation firewall; endpoint protection; email and web security; intrusion detection and prevention; IoT device assessment and strategy; and managed firewall. Skills and Training, which includes cyber workforce development; offensive and defensive security courses; cloud security courses; programming and development security operations courses; data science and analytics; and solution training. Threat and Vulnerability offerings, which include penetration testing; blue/red team exercise; web app testing; threat/vulnerability platforms; endpoint detection and response; incident response; and managed scanning.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response
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90	Describe how you help organizations with their zero-trust programs, if applicable.	CDW Security Services provide independent evaluations of your security posture and help you fortify your weaknesses. CDW's certified experts design comprehensive strategies and solutions for protection and response to all types of threats, both internal, external, virtual, and physical. CDW•G, through Sourcewell's IT Managed Services and Staff Augmentation Solutions 071321-CDW contract, provides Sourcewell Members access to CDW•G's breadth and depth of security services and solutions. Cybersecurity: Driven in part by guidance from both the Cybersecurity and Infrastructure Security Agency (CISA) and the National Institute for Standards and Technology (NIST), nearly 75 percent of security leaders are piloting, actively researching, or implementing zero-trust technology (IDG 2021 Security Priorities Study). CDW helps customers design and execute on multi-year zero-trust buildouts, leveraging existing technology while creating roadmaps to the next generation of solutions. From strategy to deployment and management, CDW offers customers a single-vendor solution to achieving zero-trust goals. CDW helps customers mature their cybersecurity program across five key domains – identity, device, application workload, and data – with full stack product and service capabilities. We serve as a strategic partner with technical, strategic, and executive advisors available to customers to help develop and fulfill roadmaps to align with leading security industry frameworks like those from CISA and NIST. CDW's Security Practice has the depth and breadth to support the entire cybersecurity journey, making security an enabler, not an obstacle. With a full range of assessment, design, orchestration, and managed services, CDW helps customers mature and scale a security program that drives to objectives without slowing innovation. Physical Security: As a comprehensive physical security integrator, CDW•G's Physical Security Solutions practice provides products, designing customized solutions and orchestrating the setup and integration of these solutions tailored to your organization's specific needs. Crafted with public sector customers in mind, this business-to-business offering ensures organizations receive the highest quality security solutions and services while benefiting from CDW•G's extensive expertise in the field. CDW•G helps you mature and scale a physical security program that protects your people, property, and premises. Whether you need the latest VMS or analytics tool, expert advice on system integration, or a strategic partner, CDW•G has the best solution for your business. Increasingly, the responsibility for upgrading, deploying, and managing physical security and video surveillance is being handed over to IT. CDW helps deploy, integrate, and manage physical security systems that improve safety and security – and find opportunities to enhance business operations through advanced analytics. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes. Now, IP-enabled video cameras enhanced with analytics and AI automatically detect and alert on incidents in real time and are used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video. Modern access control systems – characterized as increasingly digital and IP-connected – allow customers to secure points of entry to facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises. The proliferation of IoT devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D). CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of operations.
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91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	Cybersecurity solutions are delivered following CDW's proven methodology of Listen, Advise, Design, Orchestrate, and Manage and include Health Checks, Workshops, Deployments, and As-Is Migrations. These solutions support our customers' needs to assess, build, migrate and/or consolidate next-gen firewalls, network access controls, cloud security, and all content security solutions. Our strategies and solutions follow the same goals of the NIST Cybersecurity Framework, which provides guidance for reducing cybersecurity risks by helping organizations to understand, assess, prioritize, and communicate about those risks and the actions that will reduce them. With thoughtful acquisitions of Focal Point and Sirius, CDW is now the largest security integrator in North America and has been recognized with more than 150 vendor partnerships and more than 15 Partner of the Year Awards. A quick overview of our security practice reveals: - Program Strategy and Operations 85+ risk, governance, and strategy experts - Cyber Resilience and Compliance 35+ cyber security and advisory consultants - Identity and Access Management 110+ advisors, engineers, and architects - Cloud and Application Security 10+ cloud security specialists - Secure Infrastructure 60+ physical, network, and IR engineers and architects - Skills and Training 20+ workforce specialists - Threat and Innovation 65+ cyber defense experts
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	CDW's security teams blend training and certifications from industry organizations, vendors, and CDW proprietary methodologies. Sample certifications include: Industry - CISSP – Certified Information Systems Security Professional - CISA – Certified Information Systems Auditor - CIPP – Certified Information Privacy Professional - PCI QSA – PCI Qualified Security Assessor - CEH – Certified Ethical Hacker - PMP – Project Management Professional - CSM – Certified Scrum Master Vendor - Cisco CCNPs and CCIEs - Splunk Certified Consultants and Enterprise Architects - AWS Cloud Security Architects - Microsoft Certified Systems Engineers - Palo Alto Certified Network Security Professionals - SailPoint Certified Engineers and Architects - Okta Certified Professionals, Administrators, and Architects - CyberArk Certified Delivery Engineers CDW sponsors, supports, or aligns methodologies with the training and resources of the following standard-setting bodies: - CSA – Cloud Security Alliance - CISA – Cybersecurity and Infrastructure Security Agency - iapp – International Association of Privacy Professionals - ISDA – Identity Defined Security Alliance - IIA – The Institute of Internal Auditors - ISACA – Information Systems Audit and Control Association (ISC)2 – International System Security Certification Consortium - NACD – National Association of Corporate Directors - NIST – National Institute of Security Standards - PCISSC – PCI Security Standards Council

93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	At CDW, we understand the complexities of cloud can lead to increased cost, decreased visibility and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's Hybrid Cloud and Multicloud team empowers organizations to adopt cloud-native best practices. Whether hybrid or multi, private or public, we help Sourcewell Members define and reach their cloud vision and goals. Our flexible approach and extensive cloud solution options falls in line with the NIST definition of cloud computing, which calls for "a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction." CDW's Hybrid Cloud and Multicloud practice provides multiple engagement models and delivery mechanisms, allowing Sourcewell Members to select the solution(s) that best suit their needs and digital priorities including: Discovery: Identifies and documents your existing cloud and cloud-native infrastructure and software delivery lifecycle processes. Assessment: Provides evaluations and remediation recommendations based on environment discovery, to meet and exceed cloud-native industry best practices for agile and secure workloads. Design: Provides environment designs specific to your business requirements, and a prescriptive path for getting there. Adoption: Provides education and implementation of the hands-on tools, platforms and processes needed for successfully adopting cloud-native patterns on public cloud or private infrastructure. Strategy: Analyze your application business requirements and provide concrete recommendations for the improvements needed in process, culture, tools and/or people. Proof of Concept: Assist in testing new cloud-native platforms, products and processes, and vet their compatibility in your cloud environments. Implementation: Once vetted, our engineers will implement the designed solution. Custom Development: Additional, non-standard requirements or requests can be proposed, tested, and implemented. Support and Consistency: Ongoing review, support, and managed consistency services to proactively deliver guidance and management recommendations specific to your cloud environment.
94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	CDW's Hybrid Cloud and Multicloud team empowers Sourcewell Members to adopt cloud-native best practices. Whether hybrid or multi-, public or private, CDW helps customers define and reach their cloud vision.

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	☒ Yes ☐ No	Sourcewell Members working with CDW•G have access to all of their IT asset purchases through Rubi and the Rubi by CDW mobile app – CDW's trusted digital advisor for customers. Rubi's Asset Hub displays technology assets in an easy-to-understand manner and helps reduce the time and effort to uncover emerging and urgent technology needs such as: - Visibility to all hardware and software purchased at CDW reducing the time and effort of manually tracking or waiting for a report from CDW. - Software expiration dates are based on the invoice date and the duration of the license or subscription. Other factors such as activation date may also play into the expiration. - Quick-glance summaries to identify technology that need immediate attention including software renewals, hardware age, and a consolidated snapshot of the entire product portfolio. - Proactive renewal notifications before technology, licenses, or subscriptions expire. - Filters to easily pinpoint asset groups or products by category, brand, age, and even estimated renewal dates. - Quick search for individual assets by serial number and CDW-applied asset tags. CDW•G also offers a variety of IT Asset Management (ITAM) solutions including: Project-Based Engagement: These engagements provide visibility into your license position for a specific publisher or set of publishers. Assessing real data, rather than relying on estimates, shows your decision-makers where the organization stands and builds a business case for implementing ITAM. Maturity Assessment: Maturity assessments are designed to review your IT Asset Management policies, procedures, and tools, and provide you with a detailed outline of potential areas of risk for your business. Ongoing ITAM Solutions: If you want to ensure consistent visibility into your IT assets, CDW can work with you to provide long-term guidance and customized ITAM support services to drive improvement throughout your ITAM journey. Technology Solutions: Our partnerships with industry-leading vendors – including Certero, Flexera, ServiceNow, Snow, and Zyl0 – enable us to match Sourcewell Members with the technology solution that best fits their ITAM goals and environment. These solutions in turn deliver accurate inventory data using standardized platforms to empower better decision-making.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	☒ Yes ☐ No	Datacenter migrations and shutdowns are not a one-size-fits-all solution, as each customer and data center project have unique business requirements and processes. These business objectives drive the assessment, planning, and execution phases of CDW's Data Center Migration Services, helping to ensure effectiveness and minimize impact to business operations. Our Data Center team leverages experience and expertise to provide an overall solution designed to move or decommission workloads efficiently. Offered as part of CDW Lifecycle Refresh Services, specific datacenter decommissioning services address planning and valuation, data shredding and wiping, de-racking, de-cabling, and de-powering and include: - Removal and safe disposal of retired assets - Field technicians for proper de-install - Packing and palletization assistance - Secure transport and chain of custody - Audit of assets with detailed reporting - Certified Data Erasure/Destruction services (NIST 800-88 Standard) - Electronics recycling

97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	☒ Yes ☐ No	How We Work with our ITAD Partners CDW ITAD Services help customers manage end-of-product-lifecycles and safely, securely, and cost-effectively dispose of old equipment. ITAD includes device wiping, removal, evaluation, and recycling. Proper ITAD involves completely wiping devices of sensitive data and environmentally responsible recycling and disposal of e-waste. ITAD helps shield customers from the inherent financial, legal, and environmental risks associated with IT equipment retirement and disposal. Working with their segment-specific, dedicated account teams, customers simply submit a request, and we initiate and oversee equipment removal, audit, test, and wipe for all devices. On completion, customers receive a complete, detailed report that includes a buyback rebate on your CDW-G account for any devices of value. CDW ITAD Services accepts servers, networking equipment, storage devices, laptops, desktops, displays, printers, Chromebooks, smartphones, and tablets. A Full Lifecycle Refresh Solution CDW Lifecycle Refresh Services eliminate the risk in disposing of old IT equipment. Our ITAD Services include: - Removal and safe disposal of retired assets - Field technicians for proper de-install - Packing and palletization assistance - Secure transport and chain of custody - Audit of assets with detailed reporting - Certified Data Erasure/Destruction services (NIST 800-88 Standard) - Electronics recycling
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Table 17B: Category 3 - Industry Specific Questions

Table 17B: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	International Organization for Standardization (ISO) certified since 2001, CDW has a mature, well-defined Quality Management Systems that include continued compliance to the following relevant ISO Standards: ISO 9001 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. In addition, our delivery partners also hold NAID AAA, e-Stewards, and i-SIGMA certifications.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	As part of compliance with government and industry requirements, CDW-G adheres to various standards which includes NIST Special Publication 800-88 (NIST SP 800-88), Guidelines for Media Sanitization.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - CDW_Financial Strength and Stability.pdf - Sunday December 17, 2023 10:38:44
 - [Marketing Plan/Samples](#) - CDW_Marketing Plan Samples.pdf - Sunday December 17, 2023 10:40:58
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - CDW_Requested Exceptions.pdf - Monday December 18, 2023 11:19:14
 - [Upload Additional Document](#) - CDW_Upload Additional Documents.pdf - Monday December 18, 2023 10:41:10
 - [Pricing - Category 1](#) - CDW US and Canada Pricing Category 1.xlsx - Sunday December 17, 2023 10:43:49
 - Pricing - Category 2 (optional)
 - Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Hutchins, VP, Strategic Programs, CDW Government LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☒	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☒	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☒	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☒	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☒	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☒	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☒	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☒	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☒	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☒	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☒	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☒	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☒	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☒	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☒	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☒	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☒	1

Sourcewell Product Pricing

Category	Discount
Accessories	9.00%
Power, Cooling & Racks	5.00%
Desktop Computers	3.75%
Data Storage/Drives	7.00%
Enterprise Storage	7.75%
Point of Sale/Data Capture	5.00%
Servers & Server Management	5.25%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	5.00%
Chromebooks	3.00%
NetComm Products	9.00%
Carts and Furniture	7.00%
Printing & Document Scanning	3.75%
Services (Partner Delivered)	7.25%
Client Configure-to-Order	3.75%
Software	5.75%
Collaboration Hardware	10.00%
Video & Audio	7.00%
Interactive Flat Panel Display	9.00%
Cables	15.00%
Books/DVD Movies	0.00%
All Other Categories	0.00%

OEM	Discount
Apple	0.50%

CDW•G Advertised Price

For all RFP Categories, CDW•G is pleased to offer a discount % off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price ("CDWG Advertised Price").

Cloud Offerings

As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Members will be discount 0% off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, & Microsoft Azure.

CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings.

ServiceNow Solutions

Role	Not to exceed Bill Rate (USD)
ServiceNow Engagement Manager	\$223.65
ServiceNow Program Manager	\$232.05
ServiceNow Advisory Services	\$245.70
ServiceNow Principal Consultant	\$289.80
ServiceNow Organizational Change Management Cons	\$289.80
ServiceNow Integration Expert	\$236.25
ServiceNow Quality Assurance Expert	\$196.35
ServiceNow Solution Architect	\$236.25
ServiceNow Technical Consultant	\$210.00
ServiceNow Trainer	\$236.25

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Amplified Solutions

Service Name	Description	Discount
Google for Education (GFE) Audit - K12	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) Audit - Higher Ed	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) KickStart Package	A Google for Education KickStart Package provides the tailored configuration for your school of every	3.00%
Google for Education (GFE) Support - Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 20 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 40 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - Adhoc Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
North American Google Technical Collaborative	The Google for Education Technical Collaborative is a membership-only community of education technology specialists from across North America who share insights and practices.	3.00%
Google for Education (GFE) Training/Consultancy - Full Day Onsite	Google for Education Training/Consultancy Full Day Onsite (including Expenses) Our custom onsite Consultancy services are designed to ease G Suite management, provide lessons learned and ensure best practices are in place through knowledge transfer and enablement.	3.00%
Google for Education (GFE) Chrome Checkup	A Google for Education Chrome Check-up digs deep into your current Chrome User, Device and Management configuration. Our industry experts will analyze all Chrome related Admin Console settings and your Chrome device data to ensure you are optimized for success and ready for the future! For full description - https://www.amplifiedit.com/chromecheckup/ Google for Education (GFE) Chrome Check-up to include: In-depth review of your G Suite Chrome settings and devices. Results of Check-up and Analysis. Hour and a half Review Meeting with Amplified IT consultants	3.00%
Amplified IT Admin Level 1 Certification Training - Self-Paced	The Amplified Admin Level 1 Certification training will guide your IT staff through educational best practices and G Suite Admin console skills and techniques. This fundamentals course covers Admin Console basics and key settings configurations for the educational use of G Suite. (This is per Seat Pricing)	3.00%
Amplified IT Admin Level 2 Certification Training - Self-Paced	The Amplified Admin Level 2 Certification training is our advanced-level G Suite Admin course and requires an Amplified Admin Level 1 certification to validate fundamental knowledge of the G Suite environment. This course will build on the basics learned in Level 1 to address more complex settings, topics, and advanced best practices as it applies to education. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	The Amplified Admin Security Specialist Certification for those G Suite Admins who are looking for advanced-level, security-specific training. This certification training builds on the foundational and advanced Amplified Admin Level 1 and 2 courses, providing a comprehensive understanding of cybersecurity risk factors facing EDU leaders and how to appropriately mitigate through setting configurations. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Bundle	This bundle contains access to the Amplified Admin Level 1 Certification - Live Instructed, Amplified Admin Level 2 Certification - Live Instructed, and Amplified Admin Security Specialist - Self-Paced courses in addition to videos, transcripts, and slides. Access to an EDU Workspace Admin console is required for this course. (This is per Seat Pricing)	3.00%
Gopher products (product)	Gopher products enable schools to better manage their Google users, groups, chrome devices, and policies at scale. This discount applies to a la carte and bundle packages of Gopher applications.	3.00%
Little SIS (product)	Little SIS gives schools ability to manage Google Classroom at scale. Features include delegated administration, student and class performance analysis, usage reporting, student work review as well as administrative tasks like adding, deleting and archiving of classes.	3.00%
MSRP can be found at https://www.amplifiedit.com/MSRP		

Data Center Transformation

Role	Not to exceed Bill Rate (USD)
Analyst	\$140.00
Sr Analyst	\$165.00
Consultant	\$215.00
Sr Consultant	\$255.00
Managing Consultant	\$275.00
Principal Consultant	\$295.00
Chief Architect	\$295.00
Consulting Project Manager	\$215.00
Consulting Engagement Manager	\$230.00
Consulting Project Coordinator	\$165.00
Consulting Program Manager	\$245.00
Enterprise Architect	\$295.00
Executive Technology Strategist	\$295.00

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Digital Velocity Solutions

Role	Not to exceed Bill Rate (USD)
F-CTO	\$341.25
Practice Director	\$341.25
Digital Strategy Consultant	\$309.75
Principal Consultant - Cloud	\$309.75
Hybrid Cloud Architect	\$262.50
Hybrid Cloud Engineer	\$236.25
Principal Consultant - DataOps	\$309.75
DataOps Architect	\$262.50
DataOps Engineer	\$236.25
Principal Consultant - SW	\$309.75
SW Architect	\$262.50
SW Engineer	\$225.75
Principal Consultant - SDI	\$309.75
Solutions Architect	\$262.50
Solutions Engineer	\$236.25
Digital Product Strategist	\$262.50
Enterprise Program Manager	\$236.25
Sr Technical Project Manager	\$231.00
Technical Project Manager	\$215.25
Sr. Agile Project Manager	\$236.25
Agile Project Manager	\$225.75

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Managed Services

Gold Level Support for Customer Devices

Applications	Not to exceed Bill Rate (USD)
Microsoft System Center Configuration Manager (SCCM) - Gold	\$543.38
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	\$572.36
DHCP Support add to MS AD above	\$163.74
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	\$869.40
Microsoft Active Directory - Large Environment 21+ DCs - Gold	\$1,666.35
Microsoft Active Directory Federation Services (ADFS) - Gold	\$782.46

Managed Services

Backup	Not to exceed Bill Rate (USD)
IBM Tivoli Storage Manager Gold	\$2,173.50
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	\$1,195.43
Cohesity RMS SM: 1-250 VMs - Gold	\$1,195.43
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	\$1,738.80
Commvault RMS Backup Environment Lrg: 601-1000 VMs - Gold	\$2,173.50
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	\$2,753.10
Veeam RMS SM: 1-250 VMs - Gold	\$1,195.43
Veeam RMS Med: 251-600 VMs - Gold	\$1,738.80
Veeam RMS Lrg: 601-1000 VMs - Gold	\$2,173.50
Veeam RMS XL: 1000+ VMs - Gold	\$2,753.10
EMC Avamar RMS SM: 1-250 VMs - Gold	\$1,195.43
EMC Avamar RMS Med: 251-600 VMs - Gold	\$1,738.80
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	\$2,173.50
EMC Avamar RMS XL: 1000 VMs - Gold	\$2,753.10
EMC Data Domain - Gold	\$2,173.50
Microsoft System Center DPM - SM <100 - Gold	\$1,738.80
Microsoft System Center DPM - Med 100 - 500 - Gold	\$2,173.50
Microsoft System Center DPM - Lrg >500 Gold	\$2,753.10
Microsoft System Center DPM - XL - Gold	\$3,477.60

Citrix	Not to exceed Bill Rate (USD)
Citrix - Per Licensed User - Gold	\$17.39

Converged Infrastructure

Cisco UCS - Gold	Not to exceed Bill Rate (USD)
Cisco UCS - Gold	\$340.52

Databases		Not to exceed Bill Rate (USD)
Microsoft SQL - Gold		\$869.40
MySQL - Gold		\$869.40
Oracle - Gold		\$869.40

Hyperconverged Infrastructure		Not to exceed Bill Rate (USD)
Cisco HyperFlex Edge Node Management - Gold		\$275.31
Cisco HyperFlex Node Management - Gold		\$275.31
Nutanix Node Management - Gold		\$275.31
vSAN Node Management - Gold		\$260.82

Network		Not to exceed Bill Rate (USD)
Silver Peak SD-WAN - Gold		\$69.05
Aruba Wireless Controller/Conductor - Gold		\$65.21
Aruba Wireless Access Points - Gold		\$2.90
Cisco Mobility Services Engine - Gold		\$50.72
Cisco Prime Infrastructure Manager - Gold		\$50.72
Cisco Switch; Access/Stacked Switch (No Module Capability) - Gold		\$28.98
Cisco Switch; Access w/ Module Capability (including Supervisor) - Gold		\$28.98
Cisco Switch; Core (No Module Capability) - Gold		\$66.65
Cisco Switch; Core w/ Module Capability (including Supervisor) - Gold		\$66.65
Cisco Switch; Module - Gold		\$14.49
Cisco Router - Gold		\$50.72
Cisco iWAN - Gold		\$50.72
Cisco WAAS/WAVE - Gold		\$37.67
Cisco Wireless Controller - Gold		\$65.21
Cisco Wireless Access Points - Gold		\$2.90
Cisco SD-WAN - Gold		\$81.14
Cradlepoint Flex - Gold		\$28.98
Cradlepoint Enterprise - Gold		\$44.92
FS; BIG-IP - Gold		\$75.35
FS; Local Traffic Manager (LTM) - Gold		\$218.80
FS; Advance Firewall Manager (AFM) - Gold		\$182.57
FS; BIG-IP DNS - Gold		\$181.13
Riverbed Steelhead - Gold		\$18.84
Cisco Application Centric Infrastructure (ACI) - per switch - Gold		\$73.90
Meraki MR Wireless Access Points - Gold		\$2.90
Meraki MV Wireless Camera - Gold		\$3.62
Meraki MG Cellular Gateway - Gold		\$14.49
Meraki MS Switch - Gold		\$14.49
Meraki MX Security Appliance - Gold		\$23.18

Operating Systems	Not to exceed Bill Rate (USD)
Windows O/S - Gold	\$81.51
Linux O/S (Red Hat/ SUSE) - Gold	\$163.74
AIX O/S - Gold	\$310.09
IBM System I - Gold	\$1,304.10

Security	Not to exceed Bill Rate (USD)
Cisco ASA - Gold	\$588.29
Cisco Firepower Services (Per Sensor) - Gold (Includes Firepower Management Center (FMC) support)	\$328.92
Cisco Firepower Threat Defense - Gold (Includes Firepower Management Center (FMC) support)	\$644.81
Palo Alto Firewall w/o Panorama - Gold	\$549.17
Palo Alto Firewall w/ Panorama - Gold	\$549.17
Palo Alto Panorama - Gold	\$266.62
Cisco Identity Services Engine (ISE) - Gold	\$539.56
Fortinet Firewall w/o FortiManager - Gold	\$549.17
Fortinet Firewall w/ FortiManager - Gold	\$549.17
Fortinet FortiManager - Gold	\$266.62
Fortinet FortiAnalyzer - Gold	\$81.14
Cisco Umbrella - Gold (Per User)	\$0.88

Server Virtualization (Hypervisor)	Not to exceed Bill Rate (USD)
VMware ESXi - Gold	\$210.11
Nutanix AHV - Gold	\$210.11
Microsoft Hyper-V - Gold	\$210.11

Storage	Not to exceed Bill Rate (USD)
Controller: IBM Storage Virtualization (priced per controller) - Gold	\$1,086.75
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	\$17.39
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	\$2.32
SAN Switch - Gold	\$239.09
Controller: NetApp (Priced per controller) - Gold	\$1,086.75
Controller: EMC (Priced per controller) - Gold	\$1,086.75
Controller: IBM (Priced per controller) - Gold	\$1,086.75

UC (Unified Communications)	Not to exceed Bill Rate (USD)
Call Control: Cisco Analog Voice Gateway - Gold	\$19.56
Call Control: Cisco CUCM/IM&P Server - Gold (Includes IM&P / Presence nodes.)	\$543.38
Call Control: Cisco Unity Connection (UCONN) - Gold	\$398.48
Call Control: Cisco Voice Gateway - Gold	\$72.45

Call Control: Cisco Business Edition 6000 Lifeline - Gold	\$811.01
Call Control: Cisco Attendant Console (CUwAC) - Gold	\$543.38
Call Control: VstaPoint Attendant Console - Gold	\$543.38
Call Control: Cisco Call Manager Express - Gold	\$181.13
Call Control: Cisco Unified Border Element (CUBE) - Gold	\$181.13
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	\$144.90
Call Control: Cisco Prime Collaboration Deployment - Gold	\$144.90
911: Cisco Emergency Responder (CER) - Gold	\$398.48
Voice Mail: Cisco Unity Express - Gold	\$181.13
Notification: InformaCast from Singlewire - Gold	\$398.48
Call Experience Testing - ZCPH - Gold	\$495.71
Included Up to 10 MACD Incidents - Monthly	
(If you choose to have CDW perform your MACD activity, the first 10 MACDs are included in the monthly cost. Customer must submit MACDs on CDW's standard MACD form. MACDs beyond 10 per month are available in the blocks of 10 for 350 per block.	\$0.00

UC Contact Center

Contact Center: Exony Virtual Integration Manager (VIM) - Gold	\$472.50
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold	
(Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server, Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger and Peripheral Gateway (PG).)	\$456.44
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	\$456.44
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	\$405.72
Contact Center: Virtualized Voice Browser (VVB) - Gold	\$108.68
Contact Center: UCC Express (UCCX) / Finesse - Gold(Contact Center Express, Cisco Finesse or IPVR/VRU)	\$456.44
Contact Center: Cisco Unified Intelligence Center - Gold	\$454.17
Contact Center: SocialMiner - Gold	\$456.44
Contact Center: 2Ring Dashboards and Wallboards - Gold	\$456.44
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	\$456.44
Contact Center: Enterprise Chat and Email (ECE) - Gold	\$456.44
Contact Center: eGain Analytics - Gold	\$405.72
Contact Center: ESNA Cloudlink - Gold	\$144.90
CVP: CVP Operations Console - Gold	\$405.72
CVP: SIP Proxy (CUSP) - Gold	\$202.76
CVP: Ingress Gateway - Gold	\$108.68
CVP: VXML Gateway - Gold	\$108.68
Bucher and Suter (Connector for Salesforce.com) - Gold	\$144.90

UC Video

Cisco WebEx Meetings Server (CWMS) - Gold	\$398.48
Cisco WebEx Cloud Connected Audio - Gold	\$446.05
Cisco Meeting Place Express - Gold	\$398.48

UC Video: Cisco Meeting Server (CMS) - Gold	\$217.35
UC Video: Cisco Meeting Manager (CMM) - Gold	\$217.35
UC Video: Cisco Telepresence Content Server - Gold	\$398.48
UC Video: Expressway-C / Expressway-E - Gold	\$217.35
UC Video: Telepresence Management Suite (TMS) - Gold	\$543.38
Cisco Webex Hybrid Directory Connector - Gold	\$217.35
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	\$217.35
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	\$217.35
UC Video: MSE Chassis - Gold	\$144.90
UC Video: MCU MSE Blade - Gold	\$108.68
UC Video: Gateway (GW) MSE Blade - Gold	\$108.68
UC Video: Endpoint Management - Gold	\$72.45
UC Video: Telepresence Server Blade - Gold	\$108.68
UC Video: Telepresence MCU - Gold	\$108.68

AWS and AZURE Basic / Essential / Premium Support	Monthly Price
*Basic Service - \$0K to \$10K	As Invoiced
*Basic Service - \$10K to \$250K	As Invoiced
*Basic Service - \$250K+	As Invoiced
Essential Service - \$0K to \$35K	As Invoiced
Essential Service - \$35K to \$75K	As Invoiced
Essential Service - \$75K+	As Invoiced
Premium Service - \$0K to \$100K	As Invoiced
Premium Service - \$100K to \$250K	As Invoiced
Premium Service - \$250K+	As Invoiced

*Fees are based on a percentage of customer's actual consumption of AWS / Azure services.
**If CDW is billing the customer for Basic consumption, no pricing uplift is applied.

Additional Services	Monthly Price
End User Help Desk Support	Custom Quote
Exchange and SharePoint Support	Custom Quote
Security Incident and Event Management (SIEM)	Custom Quote
Data Protection and Retention Services	Custom Quote
ServiceNow Ticket Integration and Management	Custom Quote

Time and Materials Support - Out of Scope Services	Not to exceed Bill Rate (USD)
Managed Services Engineering and Consulting	\$210.00

Pricing Notes:

Recurring Services - Monthly Minimum Fees

Managed Customer Devices

Gold Level Support = \$1,000.00 per Month

AWS / Azure Support

Basic = \$49.00 per Month

Essential = \$400.00 per Month

Premium = \$2,500.00 per Month

Time and Materials Support - Additional Terms

Unscheduled after hours support is 2X hourly rate with a 2 hour minimum

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Professional Services

Role	Not to exceed Bill Rate (USD)
Associate Consulting Engineer	\$183.75
Consulting Engineer	\$225.75
Senior Consulting Engineer	\$236.25
Technical Lead / Principal Consulting Engineer	\$267.75
Enterprise Consulting Architect	\$267.75
Business Consulting Analyst	\$257.25
Project Administrator	\$173.25
Project Manager	\$220.50
Senior Project Manager	\$225.75
Enterprise Project Manager, PMO Lead	\$241.50
Program Manager	\$241.50
Technical Architect	\$367.50

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Security (Cyber & Physical)

Cloud	Not to exceed Bill Rate (USD)
Consultant	\$249.38
Manager	\$274.31
Sr. Consultant	\$299.25
Sr. Manager	\$299.25
Director	\$374.06
Cyber-Privacy-Threat Intelligence	Not to exceed Bill Rate (USD)
Associate Consultant	\$179.55
Consultant	\$229.43
Sr. Consultant	\$249.38
Manager	\$259.35
Sr. Manager	\$274.31
Principal Consultant	\$279.30
Technical Lead	\$279.30
Director	\$324.19
Managing Director	\$399.00
IAM and Ops, Advisory & Programs (SOAP)	Not to exceed Bill Rate (USD)
Associate Consultant	\$164.59
Sr. Associate Consultant	\$184.54
Consultant	\$229.43
Sr. Consultant	\$249.38
Managing Consultant	\$259.35
Manager	\$259.35
Architect	\$269.33
Sr. Manager	\$274.31
Principal Consultant	\$279.30
Director	\$324.19
Managing Director	\$399.00

Incident Response	Not to exceed Bill Rate (USD)
Incident Response-All roles	\$423.94

Infrastructure - Physical	Not to exceed Bill Rate (USD)
Associate Consultant	\$179.55
Consultant	\$229.43
Sr. Consultant	\$254.36
Enterprise Architect	\$279.30
Principal Consultant	\$279.30
Technical Lead	\$279.30

Risk Consulting (RC)	Not to exceed Bill Rate (USD)
Associate Consultant	\$119.70
Sr. Associate Consultant	\$134.66
Consultant-Finance	\$144.64
Sr. Consultant-Finance	\$149.63
Consultant-IT	\$154.61
Sr. Consultant-IT	\$159.60
Manager	\$169.58
Sr. Manager	\$179.55
Director	\$184.54
Managing Director	\$199.50

Technology Integration (Splunk & IAM)	Not to exceed Bill Rate (USD)
Solution Architect (Delivery)	\$314.21

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

Switching partitions on 2300/3400s:

- Restart the switch and as it boots up and spam ctrl+c a couple times until you enter U-Boot designated by the => symbol.
- Use the following commands to switch between partitions

```
setenv loaderdev disk0 / setenv loaderdev disk1
saveenv
reset
```
- Switching between partitions can also be done in loader>, but it uses different commands.

```
lsdev
set currdev="disk0p1" / set currdev="disk0p2"
echo $currdev
boot
```

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 27th day of January, 20 26



Chairman, Board of County Commissioners

OR

Commissioner

Commissioner