



BOARD OF YAKIMA COUNTY COMMISSIONERS

Agenda Request Form (ARF)

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

Prepared by: BRIAN CARLSON
Department: FINANCIAL SERVICES
Requested Agenda Date: JAN 6, 2026
Presenting: BRIAN CARLSON

Board of County Commissioners Record Assigned

#

BOCC Agreement

004-2026

Yakima County, WA

Action Requested – Check Applicable Box:

☐ PASS RESOLUTION

☐ PASS ORDINANCE

☐ ISSUE PROCLAMATION

☒ EXECUTE or AMEND

AGREEMENT, CONTRACT, or GRANT

☐ OTHER _____

Document Title:

2026 ILA with Yakima Health District

Background Information:

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

Describe Fiscal Impact:

Apprx \$110K revenue annually

Summary & Recommendation:

approve

Department Head/Elected Official Signature

D.A.C.
Corporate Counsel Initial (for Agreements Only)

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

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

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

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

NOW, THEREFORE, it is agreed as follows:

1. PURPOSE OF THIS AGREEMENT:

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

2. RESPONSIBILITIES:

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

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

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

A. Workday Support

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

B. Ad hoc Support

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

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

A. Cash Flow Management and Deposits

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

B. Electronic Payment Processing

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

C. Investments

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

D. Bank-Returned Items

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

E. Bank Accounts

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

F. Reports & Documents

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

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

A. Ad-hoc Support

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

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

3. **COMPENSATION:**

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

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

4. **COST OF ADDITIONAL SERVICES**

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

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

5. EFFECTIVENESS AND DURATION

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

6. SEVERABILITY

If a court of competent jurisdiction holds any part, term or provision of this agreement to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

If any provision of this agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

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

7. NON-WAIVER

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

8. THIRD PARTIES

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

9. DRAFTING OF AGREEMENT

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

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

10. NOTICES

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

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

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

11. INTEGRATION

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

12. LAWS, VENUE, JURISDICTION

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

13. INDEMNIFICATION

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

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

14. LIABILITY INSURANCE

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

15. RECORDING OF AGREEMENT:

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

16. NONDISCRIMINATION:

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

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

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

17. DEBARMENT CERTIFICATION:

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

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

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

YAKIMA HEALTH DISTRICT

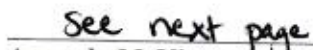


Ryan Ibach, Chief Operating Officer



Date Signed:

BOARD OF YAKIMA COUNTY COMMISSIONERS



Amanda McKinney, Commissioner

Date Signed:



Kyle Curtis, Commissioner

Date Signed:

004-2026

Amanda McKinney, Commissioner

Date Signed: JAN 06 2026 Yakima County, WA

Kyle Curtis, Commissioner

Date Signed: JAN 06 2026

LaDon Linde, Commissioner

Date Signed: JAN 06 2026

ATTEST:


Julie Lawrence, Clerk of the Board

Date Signed: JAN 06 2026

ATTEST:

Date Signed:

Approved as to Form:



Deputy Prosecuting Attorney

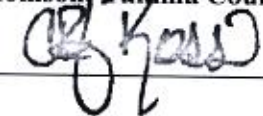
W394735901
Elene Thomson

12-30-2025

Date Signed:

12/30/2025

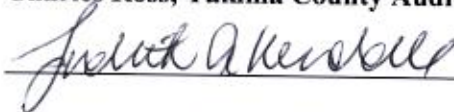
Elene Thomson, Yakima County Treasurer



Date Signed:

12-30-25

Charles Ross, Yakima County Auditor



Date Signed:

12/30/2025

Judy Kendall, HR Director



Date Signed:

12/30/2025

Michael Martian, Yakima County GIS
Senior Manager

Date Signed: