

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JANUARY 25, 2016 – 6:00 P.M.
CITY HALL ANNEX, 3103 2ND STREET, UNION GAP

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

II. CONSENT AGENDA: There will be no separate discussion of these items unless a Council Member requests in which event the item will be removed from the Consent Agenda and considered immediately following the Consent Agenda. All items listed are considered to be routine by the Union Gap City Council and will be enacted by one motion

A. Approval of Minutes:

Regular Council Meeting Minutes, dated January 11, 2016, as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Claims Vouchers – EFT's, and Voucher Nos. 91623 through 91690 for January 20, 2016, in the amount of \$74,197.30

Claims Vouchers – EFT's, and Voucher Nos. 91691 through 91745 for January 25, 2016, in the amount of \$276,287.48

III. ITEMS FROM THE AUDIENCE: - First Opportunity -The City Council will allow comments under this section on items NOT already on the agenda. Where appropriate, the public will be allowed to comment on agenda items as they are addressed during the meeting. Please signal staff or the chair if you wish to take advantage of this opportunity. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record

IV. GENERAL ITEMS

Public Works/Community Development

1. Resolution No. _____ - City Selection of Architectural Firm – City Center Complex



2. Resolution No. _____ - Recreation and Conservation Office Funding Board Project Agreement

Public Safety

Resolution No. _____ - LEAD Task Force Interlocal Agreement

Finance & Administration

1. Ordinance No. _____ - Amending the 2016 Budget - LEAD Task Force
2. Ordinance No. _____ – 2016 Budget Amendment – Prosecution Services
3. Ordinance No. _____ - 2016 Budget Amendment – Sozo Sports Complex; 2016 YYSAs Yak-Attack
4. Ordinance No. _____ - Personnel Policies Handbook Modification - Chapter 4.3

V. ITEMS FROM THE AUDIENCE: - Final Opportunity - The City Council will allow comments under this section on items NOT already on the agenda. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record

VI. CITY MANAGER REPORT

VII. COMMUNICATIONS/QUESTIONS/COMMENTS

VIII. DEVELOPMENT OF NEXT AGENDA

X. ANY OTHER BUSINESS

XI. RECESS TO 15 – MINUTES EXECUTIVE SESSION:
For Litigation Pursuant to RCW 42.30.110(i); the Council **does not** intend on taking action

XII. ADJOURN REGULAR MEETING



City Council Communication

Meeting Date: January 25, 2016
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution – Selection of Architectural Firm – City Center Complex

SYNOPSIS: As required, the City advertised a request for statements of qualifications from interested firms to provide professional architectural and engineering services for the design and construction administration of a new City Center Project.

The City reviewed all Statements of Qualifications (SOQ) received and interviewed four (4) architectural firms. Staff recommends Council authorize the City Manager to negotiate an agreement with the firm selected by the Council.

RECOMMENDATION: Authorize the City Manager to negotiate a professional service agreement for professional architectural and engineering services for the design and construction administration of a City Center Project with the firm of their choice.

LEGAL REVIEW: This resolution has been reviewed by City Attorney.

FINANCIAL REVIEW: This expenditure will come from the City Hall Building Reserve Fund (116), which will have a balance of \$582,935 once transfers from Current Expense and the utility funds have been done.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. SOQ Advertisement
3. SOQs (4)

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to negotiate an Agreement for Professional Services between the City of Union Gap and _____ for architectural and engineering services for the design and construction of the City Center Complex.

WHEREAS, the City requested qualifications for architectural and engineering services for design and construction of the City Center Complex and has reviewed all statements of qualifications submitted;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:

The City Manager is authorized to negotiate an Agreement for Professional Services between the City of Union Gap and _____ for architectural and engineering services for the design and construction of the City Center Complex.

PASSED this 25th day of January, 2016.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

CITY OF UNION GAP, WASHINGTON REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Union Gap, Washington is requesting Statements of Qualifications from qualified individuals and firms to provide professional architectural and engineering services for the design and construction administration of a new City Center Complex. The new Complex will potentially include City Hall, Senior/Community Center, Regional Library, and Police Station in one or more buildings. The architectural design team (including civil, mechanical, electrical, and structural subconsultants) will be responsible for environmental compliance; City Council and public presentations; preparation of design, plans, specifications, and estimates; construction contract administration including on-site construction observation; and assistance with local, state and/or federal funding administration. Work shall begin immediately upon selection of a consultant and the execution of a professional services contract. The project shall be advertised for bids in January 2017 with construction scheduled to begin by May 2017.

It is anticipated the City Center Complex project will be partially funded through a United States Department of Agriculture (USDA) Rural Development Program loan. Other funding sources may be obtained for the project such as the Washington State Department of Commerce Community Development Block Grant (CDBG) program with federal funds provided by the U.S. Department of Housing and Urban Development. As a result, cost plus percentage of construction cost contracts will not be allowed and a number of state and federal equal opportunity and affirmative action requirements will apply to the selection process and conduct of the project. The balance of the project funding is provided by the City of Union Gap.

Selection criteria for the project will include (1) qualifications of the design team and key personnel; (2) relevant experience in similar municipal projects; (3) familiarity with the City of Union Gap and/or experience with municipalities of similar size; (4) responsiveness to time limitations; (5) familiarity with the federally funded projects; (6) previous performance on public projects; (7) geographic proximity; and (8) references. Submittals are to be limited to 30 pages.

SCHEDULE: The City provides the following schedule for information only. This schedule may be adjusted as needed. Individuals or firms submitting are encouraged to reserve flexibility for interviews as the City will not be able to allow much advance notice when scheduling initial and/or final interviews.

Deadline for submittal of Statement of Qualifications – November 18, 2015 at 5:00 p.m. All submissions must be received by the City on this date.

- Selection Committee Review: November 24, 2015
- Finalist Interviews with City Council: December 7, 2015
- Tentative Award Date: December 14, 2015

Individuals or firms desiring consideration shall submit five (5) copies of your *Statement of Qualifications* to Karen Clifton, Director of Finance and Administration, 107 W. Ahtanum Road, P.O. Box 3008, Union Gap, WA 98903; kclifton@cityofuniongap.com. *Statements of Qualifications* shall be submitted to arrive no later than 5:00 p.m. on November 18, 2015. The most highly rated firm will be selected for negotiation of the professional services contract. Interviews may be held at the City's discretion. Any questions regarding this solicitation should be directed to Dennis Henne, Director of Public Works and Community Development at 509.225.3524.

The City of Union Gap is an equal opportunity and affirmative action employer. Locally-owned firms, minority-owned firms, women-owned firms, and small businesses are encouraged to respond.

PUBLISH: October 7, 2015; October 11, 2015 & October 21, 2015



City Council Communication

Meeting Date: January 25, 2016
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution – Recreation and Conservation Office Funding Board Project Agreement

SYNOPSIS: This grant agreement is between the City and the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO).

The City will use this grant to expand the use of the Ahtanum Youth Activities Park by increasing recreation opportunities. The primary recreation provided by this grant is for youth soccer.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign Funding Board Project Agreement #15-1330D with the Recreation and Conservation Funding Board (RCFB) and the Recreation and Conservation Office (RCO) of the State of Washington for a grant to fund improvements to the Ahtanum Youth Activities Park.

LEGAL REVIEW: City Attorney has reviewed this resolution.

FINANCIAL REVIEW: This project will be paid through the RCO grant in the amount of \$165,000, and matching funds from the City and YYSAs.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. RCO Funding Board Project Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign a Funding Board Project Agreement with the Recreation and Conservation Funding Board (RCFB) and the Recreation and Conservation Office (RCO) of the State of Washington for a grant to fund improvements to the Ahtanum Youth Activities Park.

WHEREAS, the City has been awarded a RCO grant from the State of Washington to fund improvements to the Ahtanum Youth Activities Park to improve the facilities for youth soccer; and

WHEREAS, the purpose of the grant is to expand the use at the Ahtanum Youth Activities Park by increasing recreation opportunities; and

WHEREAS, the improvements to the Ahtanum Youth Park will include among other things converting 4.1 acres of practice field into three soccer fields, installing an artificial turf field, and making improvements to parking and the entrance to the park; and

NOW, THEREFORE, BE IT RESOLVED BY THE UNION GAP CITY COUNCIL as follows:

That the City Manager is authorized to sign the Funding Board Project Agreement with the State of Washington to fund improvements to the Ahtanum Youth Park.

PASSED this 25th day of January, 2016.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

Funding Board Project Agreement

Project Sponsor: City of Union Gap

Project Number: 15-1330D

Project Title: Ahtanum Youth Activities Soccer Fields

Approval Date: 11/18/2015

A. PARTIES OF THE AGREEMENT

This Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and City of Union Gap (sponsor), PO Box 3008, Union Gap, WA 98903 and shall be binding on the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

The City of Union Gap will use this grant to expand the use at Ahtanum Youth Activities Park by increasing recreation opportunities, located within the City of Union Gap in Yakima County. This will be done by converting approximately 4.1 acres of practice field into three competitive soccer fields serving youth under 10. In addition, the City will install one artificial turf field to be used for training and competitive 3 on 3 league play. The City will also be providing ADA access improvements to ensure field of play is accessible, parking renovation, landscaping and a reconfiguration of the entrance into the park for safer drop off and pick up for both city transit and private vehicles. The primary recreation provided by this grant is for youth soccer.

D. PERIOD OF PERFORMANCE

The period of performance begins on February 1, 2016 (project start date) and ends on October 31, 2017 (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 WAC Titles 286, 420; or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

E. ON-GOING OBLIGATIONS

For this development and renovation project, the sponsor's on-going obligations shall be for 20 years from the date of final reimbursement from RCO or the date RCO accepts the project as complete per the Project Agreement, whichever is later and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board.

F. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$165,000.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's 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
RCFB - YAF - Renovation	49.86%	\$165,000.00	State
Project Sponsor	50.14%	\$165,908.00	
Total Project Cost	100.00%	\$330,908.00	

G. FEDERAL FUND INFORMATION

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

I. AMENDMENTS MUST BE SIGNED IN WRITING

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing and signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

K. SPECIAL CONDITIONS

1. Archaeological, Historic, and Cultural Resource Consultation

Section 8 of this agreement requires compliance with Executive Order 05-05 and/or Section 106 of the National Historic Preservation Act. RCO has completed the initial consultation for this project and a cultural resources survey is required. The Sponsor must submit to RCO the survey and receive from RCO a Notice to Proceed before any ground disturbing activities can begin. Construction started without a Notice to Proceed will be considered a breach of contract. In the event that archaeological or historic materials are discovered while conducting ground disturbing activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in Section 8 of this agreement.

L. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name: Dennis Henne
Title:
Address: PO Box 3008
Union Gap, WA 98903
Email:

RCFB

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

M. 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.

N. EFFECTIVE DATE

This Agreement, for project 15-1330D, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance 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. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

City of Union Gap

By: _____

Date: _____

Name: (printed) _____

Title: _____

**State of Washington, Recreation Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)**

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: /s/

Assistant Attorney General

Date: July 20, 2015

Standard Terms and Conditions of the Project Agreement

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Standard Terms and Conditions of the Project Agreement

Project Sponsor: City of Union Gap

Project Number: 15-1330D

Project Title: Ahtanum Youth Activities Soccer Fields

Approval Date: 11/18/2015

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- 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:

acquisition project - A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement or Project Agreement - The document entitled "Project Agreement" accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.

applicant - Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

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.

C.F.R. - Code of Federal Regulations

contractor - An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R. § 200.23 (2013)).

development project - A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

director - The chief executive officer of the Recreation and Conservation Office or that person's designee.

education project - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

education and enforcement project - A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

equipment - Tangible personal property (including information technology systems) having a useful 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. § 200.33 (2013)).

funding board - The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 79A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.

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. § 200.56 (2013)).

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.

maintenance project - A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.

maintenance and operation project - A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.

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.

pass-through entity - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance - The time during which the sponsor may incur new obligations to carry out the work authorized under this Agreement (2 C.F.R. § 200.77 (2013)).

planning (RCFB projects only) - A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

planning (SRFB projects only) - A project that results in a study, assessment, project design, or inventory.

pre-agreement cost - A project cost incurred before the period of performance.

project - An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

project cost - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

RCO - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

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 original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project - A project that brings a site back to its historic function as part of a natural ecosystem or improves the ecological functionality of a site.

RCW - Revised Code of Washington

RTP - Recreational Trails Program - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.

secondary sponsor - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.

sponsor or primary sponsor - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)).

subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). 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. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding.

subrecipient - Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

WAC - Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, 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 funding board. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 36: Order of Precedence.

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.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary 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 is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

SECTION 5. 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 of, 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 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, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractors and vendors, of any tier.

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 State, its agents, officers and employees pursuant to the Agreement; provided that 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 State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to 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 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.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board 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 Chapters 41.06 or 28B RCW.

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.

SECTION 7. 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.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

- 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 Act. 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 funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.
- B. **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 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 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- C. Archaeological and Cultural Resources. The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- 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 lower 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 the "Contractors not Allowed to Bid on Public Works Projects" list.

SECTION 9. RECORDS

- A. Maintenance. The sponsor shall maintain books, records, documents, data and other evidence 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 six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. 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.
- C. Public Records. Sponsor acknowledges that the funding board 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. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. 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 document 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.

SECTION 10. PROJECT FUNDING

- A. Authority. This agreement is funded through a grant award from the recreation and conservation funding board per WAC 286-13-050 and/or the salmon recovery funding board per WAC 420-04-050. The director of RCO enters into this agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts. The funding board 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 funding board or 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 funding board policy, 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-agreements costs before the federal award date in Section F: Project Funding 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 funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement 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 Section F: Project Funding. 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, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are 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 recently published/adopted RCO policies and procedures 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 by the sponsor.
- D. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
 - 1. All approved or required activities outlined in the Agreement are done;
 - 2. On-site signs are in place (if applicable);
 - 3. A final project report is submitted to and accepted by RCO;
 - 4. Any other required documents are complete and submitted to RCO;
 - 5. A final reimbursement request is submitted to RCO;
 - 6. The completed project has been accepted by RCO;
 - 7. Final amendments have been processed; and
 - 8. Fiscal transactions are complete.
 - 9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- E. **Requirements for Federal Subawards: Match.** The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must 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, Subpart E-Cost Principles (2013);
 - 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 Section G: Federal Fund Information of this Agreement; and
 - 7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D-Post Federal Award Requirements (2013), 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).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. 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, or meet its percentage of the project total, 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. Overpayment Payments. 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 that payment becomes due and owing.
- C. Requirements for Federal Subawards. The pass-through entity (RCO) 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).

SECTION 14. 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 without liability or, in its 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.

SECTION 15. INCOME AND USE OF INCOME

- A. RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.
- B. Income.
 - 1. 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.
 - 2. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
 - (a) Value of any service(s) furnished;
 - (b) Value of any opportunities furnished; and
 - (c) Prevailing range of public fees in the state for the activity involved.
 - (d) Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
- C. Use of income. Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only 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 funding board grant;
 - 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
 - 5. Capital expenses for similar acquisition and/or development and renovation.
- D. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

- A. Procurement Requirements. If Sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. 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. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

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 other 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 except RTP projects, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

SECTION 17. TREATMENT OF EQUIPMENT

- A. Discontinued Use. Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. Loss or Damage. The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.
- C. Requirements for Federal Subawards. Except RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
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 FAIN), 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.
- D. Requirements for RTP Subawards. The subrecipient (sponsor) shall follow such policies and procedures allowed by the State with respect to the use, management and disposal of equipment acquired under a Federal award (2 C.F.R § 1201.313 (2013)).

SECTION 18. 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, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

- A. Publications. The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs. The sponsor also shall post signs or other appropriate media during the project period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.

- C. Ceremonies. The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. 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.

SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Document Review and Approval. The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- B. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.
- C. Nondiscrimination. 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."
- D. Use of Best Management Practices. Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

- A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title. The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. See WAC 420-12 or 286-13. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.
 2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 3. Easements and Leases. The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

- E. Real Property Acquisition and Relocation Assistance
1. Federal Acquisition Policies. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
 2. State Acquisition Policies. When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
 3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.
- F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.
- G. Hazardous Substances.
1. Certification. The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 2. Responsibility. Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
 3. Hold Harmless. The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.
- H. Requirements for Federal Subawards. The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

The sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. Also see WAC Title 286 or 420. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

- A. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
 1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
 2. In a reasonably safe condition for the project's intended use.
 3. Throughout its estimated useful service life so as to prevent undue deterioration.
 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

- B. Open to the public. Facilities open and accessible to the general public must:
 1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
 2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

- 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 Fed. Reg. 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."

Federally assisted construction contract means 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. (41 C.F.R. § 60-1.3)

Construction work means 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. (41 C.F.R. § 60-1.3)

- 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 (sponsors) 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 (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 Section G: Federal Fund Information.

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 G: Federal Fund Information.

- C. 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.

- 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 (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.
- E. 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 G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). 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.
- G. 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.
- H. 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)).
- I. Debarment and Suspension (Executive Orders 12549 and 12689). The sponsor must not award a contract (see 2 C.F.R § 180.220) 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.

SECTION 28. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- C. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement in Section E: On-going Obligation.
- D. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. **Government Agencies.** The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

SECTION 29. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Land and Water Conservation Fund.

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement and incorporated herein. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 30. PROVISIONS FOR FARMLAND PRESERVATION ACCOUNT PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Washington Wildlife and Recreation Program Farmland Preservation Account.

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement:

- A. Section 15 - Income and Income Use;
- B. Section 19 - Stewardship and Monitoring;
- C. Section 21 - Acknowledgement and Signs;
- D. Section 23 - Provisions applying to Acquisition Projects, Sub-sections D, F, and G;
- E. Section 24 - Restriction on Conversion of Real Property and/or Facilities to Other Uses; and
- F. Section 25 - Construction, Operation and Maintenance of Assisted Projects.

SECTION 31. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded by the SRFB.

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 project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 32. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Puget Sound Acquisition and Restoration program.

The sponsor agrees to the following terms and conditions:

- A. Cost Principles/Indirect Costs for State Agencies. Sub-Recipient (sponsor) will comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. Sub-recipient (sponsor) shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the sponsor expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all federal funding from all sources. The sponsor shall forward a copy of the audit along with the sponsor's response and the final corrective action plan to RCO within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site:<http://harvester.census.gov/facweb>
- C. Credit and Acknowledgement. In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- D. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- E. Drug Free Workplace Certification. Sub-recipient (sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.
- F. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs which are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- G. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor), if any. Sub-recipient (sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- H. Lobbying. The chief executive officer of this recipient agency (sponsor) shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient (sponsor) shall abide by their respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the U. S. or for lobbying or other political activities.

The sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- I. Reimbursement Limitation. If the sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the RCO approved budget.
- J. Disadvantaged Business Enterprise Requirements. Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- K. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or Agreement and are as follows:

Purchased Goods 8% MBE 4% WBE

Purchased Services 10% MBE 4% WBE

Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and sponsor and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
 2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
 3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
 4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
 5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- L. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
 1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
 2. \$3,000 or more is included for supplies; or
 3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
 4. Described in items (a) and (b).

When completing the form, recipients (sponsors) should disregard the quarterly and semi-annual boxes in the reporting period section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators can also answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the sponsor must submit a final MBE/WBE report.

Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

- M. SIX GOOD FAITH EFFORTS, 40 C.F.R., Part 33, Subpart C. Pursuant to 40 C.F.R. § 33.301, the sponsor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
 1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when an Agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the sponsor awards subcontracts, require the sponsor to take the steps in paragraphs (1) through (5) of this section.

- N. Lobbying & Litigation. By signing this agreement, the sponsor certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this sponsor agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:
 Certification Regarding Lobbying, EPA Form 6600-06: http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
 Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf

Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

- O. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (sponsors) or by a recipients' (sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- P. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

SECTION 33. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA AND MARINE SHORELINE

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA or the Marine Shoreline Protection program.

The sponsor shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

A. Administrative Conditions

1. Cost Principles. The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.
2. Audit Requirements. The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding.
3. Hotel-Motel Fire Safety Act. Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The sponsor may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
4. Recycled Paper
 - a. Institutions of Higher Education Hospitals and Non-Profit Organizations. In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

- b. State Agencies and Political Subdivisions. In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.
 - c. State and Local Institutions of Higher Education and Non-Profit Organizations. In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.
 - d. State Tribal and Local Government Recipients. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
5. Lobbying. The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

- a. Part 30 Recipients. All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- b. Lobbying and Litigation. The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.
6. Suspension and Debarment. The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The sponsor may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.

- a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.
 - b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R Part 1536 at <http://ecfr.gpoaccess.gov>.
7. Drug-Free Workplace Certification. The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.
8. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
9. Reimbursement Limitation. If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.

10. Trafficking in Persons. The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.

"YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."
11. Disadvantaged Business Enterprise Requirements, General Compliance. The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.
12. Sub-Awards. If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:
 - a. Establish all sub-award agreements in writing;
 - b. Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);
 - c. Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;
 - d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
 - e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
 - f. Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
 - g. Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.
13. Federal Employees. No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
14. Fly America Act. The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
15. Recovered Materials. The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.
16. Copeland "Anti-Kickback" Act. All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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 shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.
17. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

18. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall 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 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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. See also Section 27: Provisions for Federal Subawards Only.
19. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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. See also Section 27: Provisions for Federal Subawards Only.
20. FY12 APPR ACT: Unpaid Federal Tax liabilities and Federal Felony Convictions. This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

B. Programmatic Conditions:

1. Semi-Annual FEATS Performance Reports. The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:
 - a. Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
 - b. The reasons for slippages if the established outputs/outcomes were not met; AND
 - c. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to RCO 15 days after the end of each reporting period.

2. Final Performance Report. In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.
3. Recognition of EPA Funding. Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. Copyrighted Material. EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

RCO acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. Peer Review. The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. Quality Assurance Requirements. Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator. Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgri460@ecy.wa.gov 360.407.6327.
7. Environmental Data and Information Technology. Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

SECTION 34. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA.

- A. DUNS and CCR Requirements
 1. Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the CCR until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.
 2. The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.
- B. FY2011 ACORN Funding Restriction. No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

SECTION 35. PROVISIONS FOR MARINE SHORELINE PROTECTION PROGRAM PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Marine Shoreline Protection program.

The Sub-Recipient shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

- A. Federal Finance Report (FFR). Recipients (sponsor) shall submit final Federal Financial Reports (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at www.epa.gov/ocfo/finservices/forms.htm. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Pkwy Bldg C, Rm 503, Las Vegas, NV 89119, or by FAX to: 702-798-2423. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients (sponsor) will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement. EPA may take enforcement actions in accordance with 40 C.F.R. § 30.62 and 40 C.F.R. § 31.43 if the recipient does not comply with this term and condition.
- B. Reimbursement Limitation. If the sponsor expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.
- C. DUNS and CCR Requirements
 1. Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM). Unless the sponsor is exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
 2. Requirement for Data Universal Numbering System (DUNS) numbers. If the sponsor is authorized to make subawards under this award, the sponsor:
 - a. Must notify potential subrecipients that no entity may receive a subaward from the sponsor unless the entity has provided its DUNS number to the sponsor.
 - b. May not make a subaward to an entity unless the entity has provided its DUNS number to the sponsor.

3. Definitions. For purposes of this award term:
 - a. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
 - b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 - c. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R Part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - d. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMS Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
 - e. Subrecipient means an entity that:
 - i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

D. CIVIL RIGHTS OBLIGATIONS

1. General. This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.
2. Statutory Requirements. In carrying out this agreement, the recipient must comply with:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving
 - d. Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

3. Regulatory Requirements. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
 - a. For Title IX obligations, 40 C.F.R. Part 5; and
 - b. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
 - c. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

4. Title VI - LEP, Public Participation and Affirmative Compliance Obligation.
 - a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at <http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004register&docid=fr25jn04-79.pdf>
 - b. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

- E. Additional Term and Condition for Agricultural Landowners - Riparian Buffer Term for Agricultural Landowners. To be eligible for NEP implementation funding, provided directly or through a subaward, a private agricultural land owner whose property borders fresh or estuarine waters must establish and maintain a riparian buffer on all water courses on the property consistent with the National Marine Fisheries Service (NMFS) guidelines for Riparian Buffers Along Agricultural Water Courses in NW Washington and NRCS guidance on the NMFS guidelines. A land owner may be excluded from meeting this requirement if the funding is used solely for removal of shoreline armoring, onsite sewage system repair or replacement, engineered dike setbacks, or culvert or tide-gate replacements that provide for fish passage at all life stages. In some cases, the NJ\1FS recommendations are framed in terms of ranges of buffer widths rather than point estimates, and expressed as probabilities of achieving desired outcomes. Local conditions and local circumstances matter, and may affect the choice of the riparian buffer most effective at achieving salmon recovery. Buffer widths may be less than specified in the table in cases where there is a scientific basis for doing so and all affected tribes in the watershed agree to deviations from the NMFS guidelines or where there are physical constraints on an individual parcel (e.g. transportation corridors, structures, naturally occurring).

SECTION 36. 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 an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal law and binding 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;
- E. State law;
- F. Washington Administrative Code;
- G. Project Agreement;
- H. Board policies and procedures.

SECTION 37. AMENDMENTS

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions in and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension or scope adjustment is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

SECTION 38. LIMITATION OF AUTHORITY

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

SECTION 39. 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 to the original Agreement.

SECTION 40. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board 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.

SECTION 41. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project 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 funding board or RCO shall be deemed exclusive. The funding board or 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.

SECTION 42. TERMINATION

The funding board and RCO will require 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 all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:

1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
2. If the sponsor fails to make progress satisfactory to the funding board or 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

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

B. 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.

C. 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. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 43. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, 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 third person shall be chosen by the funding board's chair.

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 decision of the disputes panel, unless the remedy directed by that panel shall be without 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.

SECTION 44. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 45. 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 a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SECTION 46. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from a lawsuit arising out of this agreement, including any third party claims relating to any work performed under this agreement, shall be binding and enforceable on the parties. Any money judgment or award against a tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F - Project Funding of the Agreement in order to satisfy the judgment.
- C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 47. 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.

Eligible Scope Activities

Project Sponsor: City of Union Gap
Project Title: Ahtanum Youth Activities Soccer Fields
Program: YAF - Renovation

Project Number: 15-1330
Project Type: Development
Approval: 11/18/2015

Project Metrics

Sites Improved

Project acres renovated: 37.60
all park area north of the east/west center imaginary line

Development Metrics

Worksite #1, Youth Athletic Field and Access Improvements

Athletic Fields

Multi-purpose field development

Number of multi-purpose fields: 0 new, 0 renovated
 Number of multi-purpose fields with lighting: 0 new, 0 renovated

Soccer field development

Number of soccer fields: 0 new, 4 renovated
 Number of soccer fields with lighting: 0 new, 0 renovated
 Number of soccer fields by surface type:
 Synthetic 1
 Natural 3

General Site Improvements

Develop paths/walkways

Select the surface of the path/walkway: Compacted gravel
pathways will be compacted gravel, if bids are low some concrete may be applied.
 Linear feet of path/walkway: 725
Linear feet is estimated, actual will be determined once design is complete.
 Walkway lighting provided (yes/no): No
 Number of walkway bridges: 0 new, 0 renovated

Install fencing/barriers

Perimeter Security Fencing \$20.50 (7') x 1273lf = \$26,100 Horse Shoe Pit Area, \$16.50 (6') x 200lf = \$3,300

Install lighting (general security)

Number of general security lights installed: 15

Landscaping improvements

Acres of landscaped area : 37.31
 Select the landscape features: Trees/shrubs

Eligible Scope Activities

Parking and Roads

Parking development

Number of vehicle parking stalls:	137 new, 400 renovated
Number of vehicle with trailer parking stalls:	0 new, 7 renovated <i>RV parking grass area</i>
Number of accessible parking stalls:	
Vehicle with trailers	0
Vehicle	9
Select the parking surfaces :	<i>repaint existing ADA stalls</i> Concrete, Gravel
Select the parking enhancements:	<i>install ADA accessible parking stalls</i> Striping, Wheel stops <i>replace/install wheel stop</i>

Roads/bridges development

Miles of road constructed:	0.20
Number of road bridges:	0 new, 0 renovated
Select the road or bridge amenities:	Entry gates <i>replace existing damaged access fence/gates</i>

Cultural Resources

Cultural resources

Cultural Resources survey if required

Permits

Obtain permits

SEPA \$1200

Architectural & Engineering

Architectural & Engineering (A&E)

20% project cost based on typical consultant fees

Milestone Report By Project

Project Number: 15-1330 D
Project Name: Ahtanum Youth Activities Soccer Fields
Sponsor: Union Gap City of
Project Manager: Alison Greene

X	!	Milestone	Target Date	Comments/Description
		Project Start	02/01/2016	
		Design Initiated	05/01/2016	
	!	Progress Report Submitted	07/31/2016	
		60% Plans to RCO	07/31/2016	
	!	Annual Project Billing	07/31/2016	
	!	Cultural Resources Complete	09/30/2016	Survey required, see special condition #1. DAHP Log No: 121515-02-RCFB
		Applied for Permits	09/30/2016	
		SEPA/NEPA Completed	10/31/2016	
		All Bid Docs/Plans to RCO	10/31/2016	
	!	Progress Report Submitted	10/31/2016	
		Bid Awarded/Contractor Hired	12/31/2016	
	!	Construction Started	02/28/2017	
	!	Progress Report Submitted	02/28/2017	
		50% Construction Complete	03/31/2017	
		90% Construction Complete	04/15/2017	
		Funding Acknowl Sign Posted	04/30/2017	
		RCO Final Inspection	05/31/2017	
		Construction Complete	05/31/2017	
		Final Billing to RCO	07/31/2017	
		Final Report in PRISM	08/31/2017	
	!	Agreement End Date	10/31/2017	

X = Milestone Complete

! = Critical Milestone



City Council Communication

Meeting Date: January 25, 2016

From: Gregory Cobb, Chief of Police

Topic / Issue: Resolution - LEAD Task Force Interlocal Agreement

SYNOPSIS: The Police Department has been asked to join the Law Enforcement Against Drugs Task Force (LEAD Task Force), which is a multiagency task force focusing on narcotics and gang activity.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign the interlocal agreement with the LEAD Task Force.

LEGAL REVIEW: The City Attorney has reviewed the resolution.

FINANCIAL REVIEW: The Finance Director has prepared an ordinance for a budget amendment and funding option.

BACKGROUND INFORMATION: At the January 11, 2016 meeting Washington State Patrol Sergeant Wilson gave a presentation about the LEAD Task Force and potential benefits of Union Gap joining the unit. Participation in the Task Force will allow for a more effective response in fighting narcotics and gang activity in our community.

ADDITIONAL OPTIONS:

ATTACHMENTS:

1. Resolution
2. Interloacal Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign an interlocal agreement with the LEAD Task Force.

WHEREAS, the LEAD Task Force is multiagency task force focusing on local narcotics and gang activity;

WHEREAS, at the January 11, 2016 City Council Meeting Sergeant Wilson from the Washington State Patrol gave a presentation about the LEAD Task Force and potential benefits of joining the unit;

WHEREAS, the City Council would like the City to join the LEAD Task Force;

NOW, THEREFORE, BE IT RESOLVED BY THE UNION GAP CITY COUNCIL as follows:

The City Manager is authorized to sign an interlocal agreement with the LEAD Task Force to join other local agencies in the fight against narcotics and gang activity.

PASSED this 25th day of January, 2016.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

INTERLOCAL AGREEMENT

For the Establishment of the

YAKIMA COUNTY

LAW ENFORCEMENT AGAINST DRUGS

(L.E.A.D.)

NARCOTICS & GANG TASK FORCE

INTERLOCAL AGREEMENT

YAKIMA COUNTY LAW ENFORCEMENT AGAINST DRUGS (L.E.A.D.)

NARCOTICS CONTROL PROGRAM MULTIJURISDICTIONAL TASK FORCE

INTERLOCAL AGREEMENT

WHEREAS, there is an existing inter-local agreement that has created the Yakima County L.E.A.D. Taskforce for law enforcement operations against illegal narcotics and trafficking of illegal drugs in Yakima County, the City of Sunnyside, and the City of Grandview, and

WHEREAS, the various governmental entities involved in the current Yakima County L.E.A.D. Taskforce do desire to create a new operating agreement which shall replace and supersede all aspects of the current operating agreement in place, and,

WHEREAS, the high level of illegal sale and use of controlled substances in the County of Yakima and the Cities of Grandview and Sunnyside has had increasingly serious and adverse effects on the quality of life in the County and Cities and,

WHEREAS, the County and cities have, in recent years, found it necessary to spend even greater resources in fighting the problems caused by the illegal sale and use of controlled substances, and illegal activity caused through gang activities and,

WHEREAS, there is a clear and sufficient nexus between gang activity and the illegal sale and use of controlled substances, and,

WHEREAS, the continued operation of L.E.A.D. will provide improved law enforcement efficiency, will provide a formal organization in order to centralize supervision and enhance the efforts of the law enforcement agencies to combat controlled substance trafficking and illegal gang activity and,

WHEREAS, the continued operation of L.E.A.D. will reduce illegal drug trafficking and consumption in the State of Washington and within the boundaries of the consolidated service area of the participating jurisdictions, together with such other jurisdictions; and

WHEREAS, the continued operation and maintenance of L.E.A.D. will provide substantial public safety benefits to the citizens of the participating governmental jurisdictions and the public in general; and,

WHEREAS, Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements for their mutual advantage, and,

WHEREAS, the participating jurisdictions desire to expressly provide the powers held by L.E.A.D. under RCW 10.93:

WHEREAS, the L.E.A.D. Task Force has established working partnerships with the United States Drug Enforcement Agency (D.E.A.), the Bureau of Alcohol, Tobacco, Firearms and Explosives and the Washington State Department of Commerce;

NOW THEREFORE, the parties hereto, through their respective legislative bodies, do hereby agree as follows:

ARTICLE 1 AMENDMENT TO CURRENT INTERLOCAL AGREEMENT

1.1 The undersigned parties hereby agree that this agreement shall have the legal force and effect of replacing in its entirety the current ILA operating agreement which established the Yakima County Law Enforcement Against Drugs (L.E.A.D.) Taskforce. The parties agree that the following contract terms shall control that the current agreement and any modifications to it shall be replaced entirety by the following contents of this document.

ARTICLE 2: DEFINITIONS:

2.1. **DEFINITIONS:** The words and phrases listed below, as used in this Contract, shall each have the following definitions:

2.1.1. "Agency" and "agencies" means the members of the L.E.A.D. Drug Task Force, those being the Yakima County Sheriff's Department, Yakima County Prosecuting Attorney's Office, the Grandview Police Department, the Sunnyside Police Department, the Washington State Patrol, the Washington State Department of Corrections and the Washington State Gambling Commission.

2.1.2. "Executive Board" means the policy making body for the L.E.A.D. Task Force and shall consist of the Chiefs of Police of the Cities of Grandview and Sunnyside, the representative from the Washington State Patrol, the Sheriff and Prosecutor of Yakima County, or their respective designees, and the representatives of the Washington State Department of Corrections and Washington State Gambling Commission.

2.1.3. "Jurisdictions" means the Cities of Grandview and Sunnyside, and County of Yakima and State of Washington.

- 2.14. “Drug Task Force” means a drug enforcement agency created by this agreement as that term is used in RCW 69.50.505.
- 2.15. “Fund 649” shall mean a fund created and held by the Yakima County Treasurer’s Office on behalf of L.E.A.D. which is administered by the Yakima County Sheriff’s Office for the purpose of receipt and disbursement of funds received from the Department of Justice Equitable Sharing Asset Forfeiture Program.
- 2.16. “Fund 650” shall mean a fund created and held by the Yakima County Treasurer’s Office on behalf of L.E.A.D. which is administered by the Yakima County Sheriff’s Office for the purpose of receipt and disbursement of H.I.D.T.A. funds and receipt and disbursement of drug forfeiture funds and court ordered contributions.
- 2.17. “L.E.A.D.” shall mean the Yakima County Law Enforcement Against Drugs Task Force, comprised of all of the undersigned members.
- 2.18. “Task Force Operation” or “L.E.A.D. Operation” means any drug law enforcement activity in which an officer assigned to the Task Force takes an active part. Task Force operations may also include controlled substance law enforcement activity in which the Task Force member’s sole participation was to supply intelligence information to the arresting agency, or in which the Task Force provided follow-up support such as evidence processing, case preparation, warrant request, or follow-up investigation, if such intelligence or ancillary support is deemed substantial by the Executive Board. In its reviewing capacity, the Executive Board shall determine whether such intelligence or ancillary support in any given case has been substantial so as to make the activity a Task Force operation.
- 2.19. “Criminal Street Gang” means any ongoing organization, association, or group of three or more persons, whether formal or informal, having a common name or common identifying sign or symbol, having as one of its primary activities the commission of criminal acts, and whose members or associates individually or collectively engage in or have engaged in a pattern of criminal street gang activity. This definition does not apply to employees engaged in concerted activities for their mutual aid and protection, or to the activities of labor and bona fide nonprofit organizations or their members or agents.
- 2.20. “Criminal street gang associate or member” means any person who actively participates in any criminal street gang and who intentionally promotes, furthers, or assists in any criminal act by the criminal street gang.

- 2.21. “Criminal street gang-related offense” means any felony or misdemeanor offense, whether in this state or elsewhere, that is committed for the benefit of, at the direction of, or in association with any criminal street gang, or is committed with the intent to promote, further, or assist in any criminal street gang, or is committed with the intent to promote, further, or assist in any criminal conduct by the gang, or is committed for one or more of the following reasons:
- (A) To gain admission, prestige, or promotion within the gang;
 - (B) To increase or maintain the gang’s size, membership, prestige, dominance, or control in any geographical area.
 - (C) To exact revenge or retribution for the gang or any member of the gang.
 - (D) To obstruct justice, or intimidate or eliminate any witness against the gang or any member of the gang.
 - (E) To directly or indirectly cause any benefit, aggrandizement, gain, profit, or other advantage for the gang, its reputation, influence, or membership; or
 - (F) To provide the gang with any advantage in, or any control or dominance over any criminal market sector, including, but not limited to, manufacturing, delivering, or selling any controlled substance (chapter 69.50 RCW); arson (chapter 9A.48 RCW); trafficking in stolen property (chapter 9A.82 RCW); promoting prostitution (chapter 9A.88 RCW); human trafficking (RCW 9A.40.100); or promoting pornography (chapter 9.68 RCW).

ARTICLE 3: TASK FORCE PURPOSE & OPERATION:

- 3.1. The purpose of this Agreement is to establish and maintain the existence of the Yakima County Law Enforcement Against Drugs (L.E.A.D.) Task Force, hereinafter referred to as L.E.A.D. L.E.A.D. shall provide undercover law enforcement investigative services for its’ members, thereby benefiting them in terms of efficiency, economy, improved tools, improved coordination of data and/or improving the members’ ability to better protect and serve the citizens of Yakima County and the incorporated areas of the City of Grandview and Sunnyside to combat violation of controlled substance laws within the member jurisdictions for their mutual advantage.
- 3.2. The undersigned participating jurisdictions that comprise L.E.A.D. shall authorize their respective representatives to execute any and all necessary documents to obtain grant funds available pursuant to the State and Local Law Enforcement

Assistance Act for the purpose of establishing and maintaining the existence of a regional multijurisdictional narcotics task force.

- 3.3. Each participating jurisdiction adopts the following L.E.A.D. Task Force goals:
- Continue to attack the demand and supply sides of narcotics trafficking.
 - Continue enforcement efforts directed towards mid and upper level dealers.
 - Continue to assist smaller agencies within Yakima County with narcotics enforcement within their towns and cities if an agreement is reached to do so.
 - Continue to provide narcotics enforcement training to smaller jurisdictions throughout Yakima County.
 - Continue to fight drug activity and gang activity.
- 3.4. The undersigned participating jurisdictions shall authorize personnel from their respective jurisdictions to participate in the activities of the task force as agreed upon by majority vote of the L.E.A.D. Executive Board, which each participating jurisdiction shall have one (1) representative thereof in.
- 3.5. The undersigned participating jurisdictions shall authorize either its authorized personnel from their respective law enforcement agencies of their respective jurisdictions, and the City of Sunnyside shall authorize its' City Manager to enter into any required operating agreements, or future leases of real property, such as those pursuant to RCW 10.93 to enable these agencies to participate in multijurisdictional Task Forces.
- The City of Sunnyside understands that only authorized personnel from their respective law enforcement agencies may attend and participate in votes of the L.E.A.D. Executive Committee and be privy to confidential law enforcement information. The City of Sunnyside agrees to authorize a representative to attend L.E.A.D. Executive Meetings on behalf of the City of Sunnyside.
- 3.6. The undersigned participating jurisdictions shall authorize either its authorized personnel from their respective law enforcement agencies of their respective jurisdictions, and the City of Sunnyside shall authorize its' City Manager to execute any needed contract, including real property rental agreements to facilitate the operations of the L.E.A.D. task force in its operations.
- 3.7. Each jurisdiction shall pay all costs associated with its officers and equipment when assigned to the L.E.A.D. Task Force. The Washington State Patrol will

contribute a supervisor and pay all related costs associated with its officer and equipment.

- 3.8. Each Task Force party shall act as independent contractors and not as employees of the L.E.A.D. Task Force or another party to this agreement. As such, they have no authority to bind other parties, nor control employees of other parties, contractors or other entities.
- 3.9. Pursuant to RCW 10.93.040, personnel assigned to the Task Force shall be considered employees of the contributing agency which shall be solely and exclusively responsible for that employee. All rights, duties and obligations of the employer shall remain with the contributing agency. The personnel assigned by the contributing agencies shall continue under the employment of that agency for purposes of any losses, claims, damages or liabilities arising out of or related to the services provided to the Task force or the activities of the Task Force. Each agency agrees to hold harmless, defend, and indemnify the Task Force in any action arising from the negligence of the employees of that agency including all costs and defense including attorney's fees.
- 3.10. The parties agree that L.E.A.D. shall continue any other agreement that is currently in place with regards to funding of employees and/or positions with the various entities and/or independent contractors.
- 3.11. The Task Force shall continue to implement operations including:
 - A. Development of intelligence.
 - B. Target Identification
 - C. Investigation
 - D. Arrest of Suspects
 - E. Successful Prosecution of Offenders, and
 - F. Asset Forfeiture/Disposition
- 3.12. The L.E.A.D. Task Force may also assist in investigations, arrest and prosecution and forfeiture of Criminal Street Gang activity as defined above in the definition sections 2.19 to 2.21 including any connected crime as identified above in sections 2.19 to 2.21. The respective jurisdictions recognize that there is a substantial and increasing nexus between illegal narcotics and criminal street gang

activity and that the eradication of both will best serve the quality of life and safety of the citizens of their respective jurisdictions.

- 3.13. The undersigned jurisdictions hereby individually consent to full exercise of peace officer powers within their respective jurisdictions by any and all property certified or exempted officers engaged in any operation of the Task Force. Consent shall be valid during the tenure of the responsive undersigned individual.

ARTICLE 4: DURATION:

- 4.1. This agreement shall commence on the day and year it is executed and shall continue until written termination of the parties.

ARTICLE 5: ADMINISTRATION:

- 5.1. The parties agree that the Yakima County Sheriff's Department, is the applicant jurisdiction. The Yakima County Sheriff's Department agrees to provide the necessary documentation to receive and expend grant funds. The Yakima County Sheriff shall administer fund 649 and fund 650 in accordance with applicable laws, this Agreement and any other mutually agreed policies and procedures. Fund 649 and 650 shall be administered by the Task Force Commander in accordance with the State Auditor's accounting standards for investigative funds and such other standards as the Executive Board may prescribe.
- 5.2. The Executive Board shall meet at least quarterly, but preferably monthly if possible, provide policy and procedural guidance to the Task Force Commander, and supervise the use of Fund 649 and Fund 650. Each member of the Executive Board shall have an equal voice and vote in all L.E.A.D. matters.
- 5.3. The Executive Board shall appoint a L.E.A.D. Task Force Commander to supervise the daily operations of the Task Force according to this Agreement and Operating Rules of the Task Force.
- 5.4. The Executive Board shall have the authority to apply on behalf of L.E.A.D. Task Force for any and all grant funds as may be available from federal, state, or private sources, for the furtherance of L.E.A.D. Task Force objectives.

- 5.5. The Yakima County Sheriff's Department, and Yakima County Treasurer's Office shall maintain two separate funds on behalf of L.E.A.D, which shall be referred to as "Fund 649" and "Fund 650." The Yakima County Sheriff's Department shall provide a minimum of quarterly balance updates to the L.E.A.D. Executive Board, and shall provide current fund balances upon request from the various members of L.E.A.D.
- 5.6. The Yakima County Sheriff's Office shall be responsible for tracking of County assets that are used for L.E.A.D., and shall be responsible for record keeping aspects of L.E.A.D. and for the administrative functions of L.E.A.D. The Yakima County Sheriff's Office agrees to provide the Department of Commerce with the necessary documentation to receive grant funds.
- 5.7. The Executive Board shall be comprised of the Yakima County Prosecuting Attorney, the Yakima County Sheriff, the City of Grandview Chief of Police, the City of Sunnyside Chief of Police, the Chief of the Washington State Patrol, the Washington State Department of Corrections Regional Administrator and the Director of the Washington State Gambling Commission. The Task Force shall establish procedures for election of the chairperson position for the Executive Committee. The Task Force Executive Board may adopt bylaws providing for appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same rights as the appointing members. Any action taken by the Task Force Executive Board under this agreement shall be based on a majority vote.
- 5.8. All Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this agreement must first be approved on motion of the Task Force Executive Board. By executing this agreement, each Participating Jurisdiction agrees that, for purposes of administering the assets and resources available to the Task Force, Yakima County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services, and any real property lease necessary for the operation of the L.E.A.D. Task Force. Agreements and contracts that are executed in this manner shall have the same legal effect as if they were executed by each Participating Jurisdiction. No such

agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the indemnification provisions of Section 9 below.

ARTICLE 6: PROPERTY & EQUIPMENT:

- 6.1. The Executive Board shall determine whether property seized and forfeited in a Task Force operation is to be retained for use by the Task Force or sold to generate cash for Task Force purposes. All cash proceeds from such sales of forfeited property shall be promptly deposited into Fund 650, as shall all cash seized and forfeited in a L.E.A.D. Task Force operation.
- 6.2. All cash, property and proceeds from property forfeited pursuant to RCW 69.50.505 by Task Force Operations shall be managed and disbursed only as provided in said RCW 69.50.505. In the event that any equipment is otherwise acquired by the Task Force, the parties agree to use the equipment only for such law enforcement purposes as are established by the Executive Board.
- 6.3. Upon dissolution of the Task Force, all property provided to the Task Force by the participating agencies and all forfeited property, other than money, remaining the Task Force's possession shall be returned to the respective contributing agencies. As discussed in Section 12 below, the withdrawal of one law enforcement entity under this agreement shall not trigger the provisions of Section 6, and the individual law enforcement entity shall not be entitled to any reimbursement for moneys collected and/or held in Fund 649 and/or 650, and for any equipment donated to L.E.A.D., and/or currently used in operations of L.E.A.D. the provisions of Section 12 shall control disposal of personal property of the withdrawing law enforcement agency.
- 6.4. Notwithstanding the termination of this Agreement and distribution of L.E.A.D. Task Force properties as herein described, such property and monies shall remain subject to the use restrictions of RCW 69.50.505(f) in the hands of each party until fully expended for the law enforcement purposes permitted in said RCW 69.50.505(f).

SECTION 7: HANDLING OF FUNDS:

- 7.1. Fund 649 and Fund 650 shall be held by the Yakima County Treasurer who will disburse the funds according to such standards and direction as the Executive Board shall provide. All interest earned on monies in the Funds shall be credited to the Fund and remain herein until disbursed according to this Agreement.
- 7.2. The L.E.A.D. Task Force Commander shall maintain a fund of ready cash so that day-to-day operational needs of the Task Force can be met. This shall be called the L.E.A.D. Task Force Operations Fund and shall be limited to an amount of fifty (\$50,000.00) with an additional twenty five thousand (\$25,000.00) in reserves, or such other limit as the Executive Board shall permit. The Operations Fund may be kept and maintained at such location and in such manner as the Task Force Commander shall determine, subject to the Washington State Auditor's standards on impress, investigation funds and such other requirements as the Executive Board may establish.
- 7.3. In accordance with RCW 69.50.505, cash proceeds from the sale of drug forfeiture property seized by L.E.A.D. shall be delivered to the Yakima County Treasurer together with transmittal instructions indicating the respective state and local shares thereof according to RCW 69.50.505(h). The local share shall then be deposited in the L.E.A.D. Fund of the Yakima County Treasurer and accounted for separately as the L.E.A.D. Fund. The State's share shall be remitted by the Treasurer to the State PSE account, as required by the statute, according to the figures supplied by the L.E.A.D. Task Force on the Treasurer's general transmittal form. A copy of the Yakima County Treasurer's receipt and transmittal form for each such deposit, identifying the forfeiture case by name and/or number, shall be promptly provided to the Task Force Commander. For each forfeiture of \$5,000 or more in cash and/or proceeds, a record of all expenses of each participating agency shall be transmitted to the Executive Board and the Yakima County Prosecutor. Each expense record shall include all costs associated with the Task Force action giving rise to the case, including work by non-Task force personnel.
- 7.4. In order to ensure compliance with this agreement, the parties agree that all forfeitures made pursuant to RCW 69.50.505 by each party shall be made available upon a reasonable request for disclosure by the Executive Board.

ARTICLE 8: NONDISCRIMINATION:

- 8.1. Each party and their respective representatives and employees agree that they shall not discriminate against any person on the grounds of race, creed, color,

religion, national origin, sex, sexual orientation, 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 USC 12101 et seq). In the event that any participating government violates this provision, L.E.A.D. may terminate this Agreement immediately and bar the respective participating government and/or employee from performing any services for L.E.A.D. in the future.

ARTICLE 9: INDEMNIFICATION:

- 9.1. Each participating governmental entity hereby agrees that it shall protect, defend, indemnify, and save harmless L.E.A.D., the City of Sunnyside, the City of Grandview, the State of Washington, and Yakima County, their officers, employees, and agents from any and all third party costs, claims and resultant costs (judgments and/or awards of damages) for bodily injury to person and damage to physical property to the extent resulting directly and proximately from the negligent acts of the participating governmental entity, its officers, employees, and/or agent in performance of this Agreement.
- 9.2. Each party to this agreement agrees to defend, indemnify, and hold harmless every other party from claims, losses, damages, injuries, or suits arising out of the actions of its agents or employees.
- 9.3. Each party to this agreement agrees that it shall be solely responsible to provide defense for claims and litigation that arise out of claims made against L.E.A.D., and its employee while participating in L.E.A.D. to the extent that such party's employees are named in the claim and/or litigation.
- 9.4. In the event that L.E.A.D. as an entity is subject to litigation and ultimately found liable for damages, each party to this agreement agrees to be liable for up to their share of liability. If L.E.A.D. itself is found liable and currently there are seven (7) entities which comprise lead, the maximum recovery should be approximately 15 percent per entity. This figure is subject to change in the event that the current agencies withdraw from the agreement and/or if additional law enforcement agencies join the L.E.A.D. Task Force.

ARTICLE 10: EMPLOYEE & VEHICLE INSURANCE:

- 10.1. Each agency shall only be responsible for the actions of its own employees and shall insure its own employees for false arrest, assault, and battery, false imprisonment or detention, malicious prosecution, libel, and/or slander, wrongful entry or eviction of other invasion of rights of private occupancy and/or wrongful death, bodily injury, property damage, Section U.S.C. 1983 civil right litigation, and all claims for damages and civil claims against their respective employees.
- 10.2. Each party to this agreement also agrees to provide individual insurance coverage for vehicles owned and/or operated by the respective jurisdiction and used by their employees while participating in L.E.A.D. activities.

ARTICLE 11: SUPPLY REPLACEMENT:

- 11.1. The L.E.A.D. Commander through Fund 649 and Fund 650 will be responsible for supplying and/or replacing supplies needed and/or used by L.E.A.D. detectives. These supplies shall include food, gas for vehicles, tear or CS gas, or any other supplies that are reasonably needed and approved by a quorum of the L.E.A.D. Executive Board to sustain the officers in their drug taskforce operations.
- 11.2. Each agency shall be responsible for any repairs, fuel, maintenance, and/or damages done to their own vehicles as a result of participating in L.E.A.D, and agrees to hold the other participating jurisdictions harmless for such damage.

ARTICLE 12: MODIFICATION:

- 12.1. The parties may amend, modify, and/or supplement this Agreement only by written agreement of the parties.

ARTICLE 13: WITHDRAWAL FROM TASKFORCE:

- 13.1. Any signatory Agency may withdraw from this agreement when a period of 60 (sixty) days has elapsed after notification is made by registered letter to the other Signatory Agencies' normal business address. Withdrawal or non-execution of this agreement by any one agency shall not affect the continued efficacy of the agreement with regard to the other Signatory Agencies.
- 13.2. The parties expressly agree that upon their withdrawal, or expulsion, from L.E.A.D. that they are not entitled to, nor will they receive any refund or reimbursement of costs for any amounts the member jurisdiction may have paid into L.E.A.D. Fund 649 and/or Fund 650, including any reimbursement for grant money received during the fiscal year in question.
- 13.3. The parties further agree that any personal property and/or equipment that has been donated to L.E.A.D. for its operations by the respective agency shall be continued to be utilized to L.E.A.D. for its continued operations by the respective withdrawing entity, and that L.E.A.D. shall agree to return the equipment and/or personal property to the respective entity at the end of its useful economic life. The parties further agree that any vehicles and/or equipment whose source of funds have been given by the L.E.A.D. Task Force to its member shall remit to the L.E.A.D. task force the vehicle, equipment, or the proceeds from its disposal at the end of its useful economic life.

ARTICLE 14: DISPUTE RESOLUTION:

- 14.1. Any controversy or dispute between the parties regarding the application or interpretation of this agreement is subject to resolution by the following procedures:
- 14.2. Initial review by the Executive Board to facilitate prompt resolution through agreement.
- 14.3. If the initial review does not achieve resolution, the Executive Board membership shall conduct a vote to resolve the disagreement, and if a majority vote is obtained by a quorum of the Executive Board, such vote shall be binding on the parties.

ARTICLE 15: ENTIRE AGREEMENT:

- 15.1. This document, including any Addendums attached hereto, encompasses the entire Agreement of the members. No understanding or amendment, addendum, or addition to this agreement shall be effective unless made in writing and approved by a majority vote at a properly scheduled and noticed meeting of the Executive Board.

ARTICLE 16: SEVERABILITY:

- 16.1. The parties agree that if any term of this Agreement is held invalid by any court of competent jurisdiction, the remainder of the Agreement remains valid and in full force and effect.

ARTICLE 17: LAW, VENUE, JURISDICTION:

- 17.1. 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.

ARTICLE 18: EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS:

- 18.1. This agreement may be reproduced in any number of original counterparts. Each party need sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this agreement, the agreement, once recorded as specified in Section 19 shall be effective as between the parties that have executed the agreement to the same extent as if no other parties had been named.

SECTION 19: RECORDING:

- 19.1. This Interlocal agreement will be recorded in compliance with RCW 39.34.040.

YAKIMA COUNTY L.E.A.D.

TASK FORCE EXECUTIVE BOARD

Brian Winter, Yakima County Sheriff

Joseph Brusic, Yakima County Prosecuting Attorney

Kal Fuller, Grandview Chief of Police

Don Day, City of Sunnyside
City Manager

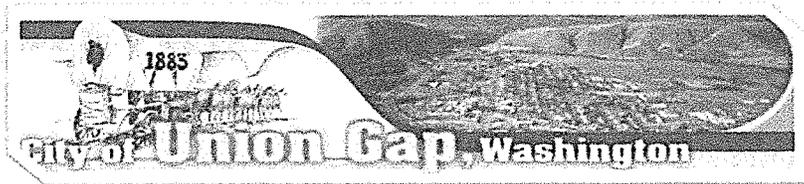
John Batiste, Chief of Washington State Patrol

Gary L. Banning, Program Administrator Contracts
Washington State Department of Corrections

David Trujillo, Director
Washington State Gambling Commission

Approved as to form:

Deputy Prosecuting Attorney



City Council Communication

Meeting Date: January 25, 2016
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Ordinance – 2016 Budget Amendment – LEAD Task Force

SYNOPSIS: At its January 11, 2016 meeting, the City Council received information about the LEAD Task Force. The City Council has determined that it would like to participate in the task force and is prepared to fund an additional position to allow that to occur.

RECOMMENDATION: approve budget amendment increasing the Police Department Budget by \$79,054 to fund one additional position.

LEGAL REVIEW: The City Attorney has reviewed the proposed ordinance.

FINANCIAL REVIEW: These expenditures would come out of the Contingency Fund in 2016 which would allow the City Council and City Staff to propose a permanent funding source for this position in the 2017 budget.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Ordinance

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE amending the 2016 Budget authorizing an expenditure of \$79,054 from the Contingency Fund (109) for costs relating to the LEAD Task Force.

WHEREAS, at their January 19, 2016 regular meeting, the City Council received information about the LEAD Task Force;

WHEREAS, the City Council has determined that it would like to participate in the task force and is prepared to fund an additional position to allow that to occur;

WHEREAS, it is necessary to amend the 2016 Budget to authorize the expenditure of these funds;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP DO ORDAIN as follows:

The 2016 Budget is hereby amended authorizing an expenditure of \$79,054 from the Contingency Fund for costs relating to the LEAD Task Force.

ORDAINED this 25th day of January 2016.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



City Council Communication

Meeting Date: January 25, 2016
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Ordinance – 2016 Budget Amendment – Prosecution Services

SYNOPSIS: City Prosecutor Margita Dornay has requested an increase of \$3,000 per month in her contract for prosecution services due to the increased workload at the court.

RECOMMENDATION: Adopt an ordinance amending the 2016 budget for additional prosecution services. Staff will be reviewing other options for prosecution services for 2017.

LEGAL REVIEW: The City Attorney has reviewed the ordinance.

FINANCIAL REVIEW: Staff recommends taking this money out of the Current Expense Ending Fund Balance which at the end of 2015 was \$954,880.51.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Ordinance

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE amending the 2016 Budget authorizing an expenditure of \$36,000 from the Current Expense Ending Fund Balance (001) for an increase in the Prosecution Services Contract with Margita Dornay.

WHEREAS, Prosecuting Attorney Margita Dornay has requested an increase in her prosecuting services contract due to an increased workload at the court;

WHEREAS, the City Council has determined that they would like to retain Margita Dornay's services until another viable option can be found;

WHEREAS, it is necessary to amend the 2016 Budget to authorize the expenditure of additional funds for prosecuting services;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP DO ORDAIN as follows:

The 2016 Budget is hereby amended authorizing an expenditure of \$36,000 from the Current Expense Ending Fund Balance for increased costs relating to prosecuting services.

ORDAINED this 25th day of January 2016.

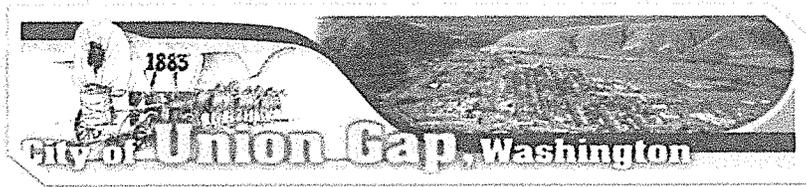
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



City Council Communication

Meeting Date: January 25, 2016
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Ordinance – 2016 Budget Amendment – Sozo Sports Complex; 2016 YYSA Yak-Attack

SYNOPSIS: At their January 12, 2016 meeting, LTAC received funding requests from Sozo Sports, for their new soccer complex, and YYSA for the 2016 Yak-Attack. Sozo Sports requested \$10,000 per year for 3 years. YYSA requested \$15,000 for the 2016 Yak-Attack Soccer tournament on May 14-15 and May 21-22.

RECOMMENDATION: LTAC recommends amending the 2016 Lodging Tax budget for to include funding for the Sozo Sports Complex in the amount of \$3000 and the 2016 Yak-Attack Soccer Tournament in the amount of \$5000.

LEGAL REVIEW: The City Attorney has reviewed the proposed ordinance.

FINANCIAL REVIEW: These expenditures would come out of the Convention Center Reserve Fund – Contingency Reserve (107.308.80.02.07) which has a \$50,000 balance.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Ordinance
2. Funding request – Sozo
3. Funding request – YYSA

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE amending the 2016 Budget authorizing an additional expenditure of \$3,000 from the Convention Center Reserve Fund - Contingency Reserve (107.308.80.02.07) for costs relating to the Sozo Sports Complex and an additional \$5,000 for the YYSAs 2016 Yak-Attack Soccer Tournament.

WHEREAS, Sozo Sports attended the Lodging Tax Advisory Committee (LTAC) meeting on January 12, 2016 and request \$10,000 per year for three years for funding from the Lodging Tax Fund for costs relating to their new sports complex;

WHEREAS, YYSAs attended the Lodging Tax Advisory Committee (LTAC) meeting on January 12, 2016 and requested \$15,000 for funding from the Lodging Tax Fund for costs relating to the 2016 Yak-Attack Soccer Tournament on May 14-15 and May 21-22;

WHEREAS, after hearing these requests the Lodging Tax Committee recommends spending an additional \$3,000 out of the Convention Center Reserve Fund – Contingency Reserve for the Sozo Sports Complex, and \$5,000 out of the Convention Center Reserve Fund – Contingency Reserve for the 2016 Yak-Attack Soccer Tournament;

WHEREAS, it is necessary to amend the 2016 Budget to authorize the expenditure of these funds;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP DO ORDAIN as follows:

The 2016 Budget is hereby amended to authorize an expenditure from the Convention Center Reserve Fund – Contingency Reserve (107.308.80.02.07) for funding towards the Sozo Soccer Complex in the amount of \$3,000 and additional funding in the amount of \$5,000 to YYSAs for the 2016 Yak-Attack Soccer Tournament.

ORDAINED this 25th day of January 2016.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

karen

From: Tom Denlea [tdenlea@dcmhotels.com]
Sent: Friday, October 16, 2015 2:48 PM
To: 'karen'
Subject: FW: LTAC Funding Request Form.xlsx
Attachments: LTAC Funding Request Form.xlsx

FYI.

From: Lloyd Butler [mailto:doctorbutler@charter.net]
Sent: Friday, October 16, 2015 12:25 PM
To: Thomas Denlea <tdenlea@dcmhotels.com>
Cc: kellygasseling@aol.com
Subject: FW: LTAC Funding Request Form.xlsx

Hi Tom,

Here is our request for funds for SOZO.

We are requesting \$10,000 a year for the next three years.

We will use this money to build the soccer fields and infrastructure (sprinklers, parking, etc).

Our recent economic impact study by Johnson Consulting of Chicago, Illinois conservatively projects that this sports complex will generate

11,432 room nights by year 1

34,293 room nights by year 3

45,723 room nights by year 5

Thank you for your consideration and your support.

Respectfully,

Lloyd H. Butler, D.O.

SOZO

Business Development

Cell phone 509-307-4534

2016 Lodging Tax Funds Request

Requestor information

Company/Club Name: Sozo Sports of Central Washington
Contact Name: Dr. Lloyd Butler
Contact Address: 1200 Chesterley Drive, Suite 140, Yakima, WA 98902
Contact Phone No: 509-307-4534

Specific Details of how the funds will be spent (Please use additional pages as needed):

SOZO Sports of Central Washington is a 501 C 3 non-profit corporation established to bring a family-oriented, championship sports complex to Central Washington. We will be in partnership with many, but not directly affiliated with any sports club or sports organization. SOZO will provide the facilities for these clubs, organizations and players. Our focus includes recreational, select, premier and regional programs as well as bringing MAJOR annual tournaments to the Yakima Valley beginning in 2016. We will also look to bring new experiences to our Valley through great sports like lacrosse and rugby, offering them a safe place to play and express themselves as well.

Another major focus for this complex will be to increase the economy of the Yakima Valley through sports. A recent market analysis predicted this sports complex will have an economic impact of over \$8 million by its fifth year. The majority of this impact will be spent at hotels. The location of the complex (S. 38th Ave. off Ahtanum Road) will be very beneficial to the hotels, restaurants and retail outlets in Union Gap.

Our Vision: Inspire and encourage our youth and community through participation in sports.

Our Mission: Build a world class multi-sport complex that delivers an innovative experience in a clean, safe and fun environment.

SOZO Sports is developing a championship level indoor and outdoor sports complex with multi-use grass and synthetic turf playing fields to benefit a variety of youth and adult sports in the Yakima Valley. Sozo will maintain and operate the fields on this site. Sozo will own and operate the 75,000 SF indoor facility that includes turf fields, basketball courts, concessions, and management offices.

The founders of SOZO Sports are strongly committed to promoting kids involvement in youth sports regardless of race, religion, socio-economic background or ability level. The SOZO Sports Complex will be a safe place for kids that encourages physical activity, develops confidence, teamwork, discipline and emphasizes the value of hard work.

How the funds will be divided within the budget:

Supplies: \$ _____
Advertising: \$ _____
Operating Rentals: \$ _____
Other: \$10,000 Funds to be used for development of the SOZO Sports Complex

2016 Lodging Tax Funds Request

Requestor information

Company/Club Name: YAKIMA YOUTH SOCCER (2016 YAK-ATTACK)
 Contact Name: ROW SABARI
 Contact Address: 1000 ANTIAMMUN RD UNION GAP WA 98903
 Contact Phone No: 509-952-0150

Event Information

<u>MAY 14-15 2016 - BOYS LEAGUE AGE 9 TO 19</u>	<u>ANTIAMMUN YOUTH PARK</u>	
<u>MAY 21-22 2016 BOYS LEAGUE AGE 9 TO 19 AND</u>	<u>ANTIAMMUN YOUTH PARK</u>	
Date of Event	Type of Event	Where Event Will Be Held

Tourism Information The event must generate overnight stays in Union Gap Hotels/Motels

Number of Attendees from a Fifty Mile Radius are Expected: FOR MAY 14-15 AND MAY 21-22
6,000 TO 8,000 PER WEEK - TOTAL 12,000-16,000

Number of Union Gap Overnight Stays Expected to be Generated: ALL ROOM

LAST MAY 2015 12,000 TO 13,000 AT YAKATTACK -

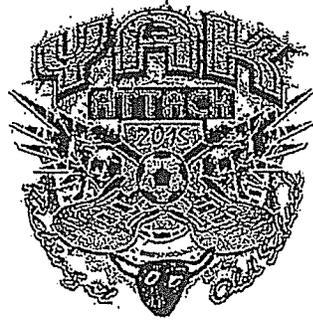
Marketing Information Target should be at least a 50 mile radius away - ALL OF WASHINGTON

Type of Advertising to be Used: WASHINGTON YOUTH SOCCER AND OREGON YOUTH ASSOCIATION
OREGON SOCCER

Advertising Target Audience: YOUTH AND ADULTS SOCCER

Budget Information How will the funds be divided within the budget? \$ 15,000.00

Supplies:	\$ <u>2,100.00</u>
Advertising:	\$ <u>4,000.00</u>
Operating Rentals:	\$ <u>8,900.00</u>
Other: () \$	_____
Other: () \$	_____



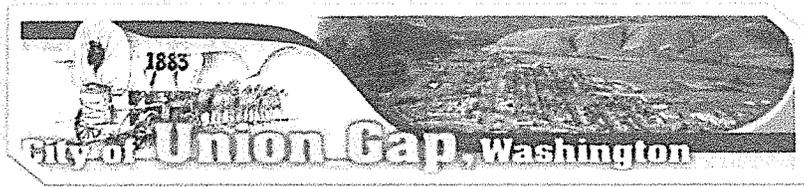
**2016 two weekends of the Greatest
5v5 soccer in the northwest. Two
different weekends, two complete
weekends**

Yak Attack MAY 14 & 15, 2016

&

**Yak Attack(2) MAY 21 & 22,
2016**

YAK ATTACK 5v5 SOCCER TOURNAMENT



City Council Communication

Meeting Date: January 25, 2016
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Ordinance – 2016 Budget Amendment – Personnel Policies Handbook

SYNOPSIS: the City has changed the day on which employees are paid from the last working day of the month, to the 15th of the month following the work period, beginning in March 2016. It is necessary to change chapter 4.3 of the Personnel Policies Handbook to reflect this change.

RECOMMENDATION: Adopt an ordinance amending chapter 4.3 of the Personnel Policies Handbook to reflect the change of the employee pay date from the last working day of the month to the 15th of the month following the work period.

LEGAL REVIEW: The City Attorney has reviewed the ordinance.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Ordinance

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE modifying Chapter 4.3 of the City's Personnel Policies Handbook entitled "Payday".

WHEREAS, the City has changed the day on which employees are paid from the last working day of the month, to the 15th of the month following the work period, beginning in March 2016;

WHEREAS, it is necessary to modify the Personnel Policies Handbook to reflect this change;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, DO ORDAIN AS FOLLOWS:

Chapter 4.3 of the City's Personnel Policies Handbook is changed the payday from the last working day of each month to the 15th of the month following the work period.

Ordained BY THE CITY COUNCIL this 25th day of January, 2016.

Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
January 11, 2016 Regular Meeting
MINUTES

Call to Order Mayor Wentz called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.

Council Members Present Council Members Lenz, Carney, Olson, Matson, and Schilling were present. Council Member Butler was on the telephone

Staff Present City Attorney Brown, City Manager Otterness, Finance and Administration Director Clifton, Payroll/Accounts Payable Tech. Bisconer, Public Works/Community Development Director Henne, Deputy Public Works/Community Development Director Spurlock, Police Chief Cobb and Fire Chief Steward were present.

Audience Present See list.

Pledge of Allegiance Mayor Wentz led the Pledge of Allegiance.

God Bless America Norma Joiner opened the meeting singing God Bless America.

Swearing in of New and Re-elected Council Members Finance and Administration Director Clifton swore in new Council Member Julie Schilling followed by re-elected Council Member Dave Matson.

Selection of Mayor Nominations were made for Roger Wentz and Dan Olson to serve as Mayor. Voting for Council Member Wentz; Lenz, Matson, Butler, and Wentz. Voting for Council Member Olson; Schilling, Carney, and Olson. Council Member Wentz was elected Mayor.

Selection of Deputy Mayor Nominations were made for Council Members Matson and Schilling to serve as Deputy Mayor. Voting for Council Member Matson; Matson, Butler, and Wentz. Voting for Council Member Schilling; Lenz, Carney, Schilling, and Olson. Council Member Schilling was elected Deputy Mayor.

Consent Agenda Motion by Council Member Butler, second by Council Member Lenz to approve the consent agenda as follows:

Approve Regular Council Meeting Minutes dated December 14, 2015 as attached to the agenda and maintained in electronic format.

Approve EFT's, and Payroll Voucher Nos. 41490 through 41495 and 91496 through 91507 in the amount of \$347,279.54 dated December 30, 2015.

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – January 11, 2016

Approve EFT's, and Claim Voucher Nos. 10302, 91495 and 91508 through 91563 in the amount of \$172,244.69 dated December 28, 2015.

Approve EFT's, and Claim Voucher Nos. 91565 through 91622 in the amount of \$260,019.61 dated January 11, 2016.

Motion carried unanimously.

Items from the Audience

None.

General Items

Public Hearing

Six Year Transit
Development Plan

Mayor Wentz opened the public hearing at 6:13 p.m. Betsy Dunbar and Justin Bergener of Medstar Transportation provided the Council with the 2016 – 2021 Transit Development Plan for review and discussion. No comments were offered from the audience. Finance and Administration Director Clifton stated neither written nor oral testimony was received by the city. Mayor Wentz closed the public hearing.

Public Works/Community
Development

Resolution No. 16-01 –
Adopting the Six Year Transit
Development Plan

Motion by Council Member Lenz, second by Council Member Carney to approve Resolution No. 16-01 adopting the Six Year Transit Development Plan. Motion carried unanimously.

Potential Real Estate
Purchase

Doug and David Picatti gave a presentation regarding a potential real estate purchase and answered questions about the property.

YYSA 2016 Yak Attack
Soccer Tournament
Presentation

Ron Sabari of Yakima Youth Soccer Association (YYSA) gave a presentation on improvements being made to the Ahtanum Youth Park and stated that the 2016 Yak Attack Soccer Tournament is scheduled for the weekends of May 14-15 and 21-22.

Resolution No. 16-02 – 2016
Yak Attack Soccer
Tournament Parking and
Access

Motion by Council Member Carney, second by Council Member Olson to approve resolution No. 16-02 authorizing the City Manager to sign an agreement with Meadowlands Estates for vehicle parking and access during 2016 Yak Attack soccer tournament. Motion carried unanimously.

Resolution No. 16-03 –
YVCOG Article Amendment

City Attorney Brown gave an overview of the necessity to amend the YVCOG agreement. Motion by Council Member Olson, second by Council Member Carney to approve Resolution No. 16-03 amending

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – January 11, 2016

Article VIII of YVCOG’s articles of association. Motion carried unanimously.

Resolution No. 16-04 –
Appointing YVCOG General
Membership Members and
Alternates

Motion by Council Member Lenz, second by Council Member Olson to approve Resolution No. 16-04 appointing member representatives to serve on YVCOG. Motion carried unanimously.

Motion by Council Member Olson, second by Council Member Carney to appoint Sandra Daily to serve on YVCOG as the Planning Commission member. Motion carried unanimously.

Appointment of Park Board
Member

Motion by Council Member Schilling, second by Council Member Lenz to appoint James Murr to the Park Board. Voting on the motion, Ayes; Lenz, Olson, Butler, Matson, Schilling and Wentz. Nays; Carney. Motion carried.

Resolution No. 16-05 –
Union Gap Beltway Design
Visualizations

Motion by Council Member Olson, second by Council Member Carney to adopt Resolution No. 16-05 authorizing the City Manager to sign an agreement with WADOT for Union Gap Beltway design visualizations.

Public Safety

Presentation – Lead Task
Force – Orest Wilson

Chief Cobb introduced Washington State Patrol Sargent Orest Wilson who gave a presentation about the Law Enforcement Against Drugs Task Force (LEAD Task Force). Chief Cobb gave examples of how being a part of the Task Force would benefit the City of Union Gap and both he and Mr. Wilson answered questions. Council directed staff to compile information as to the cost of creating an additional full time position to accommodate participation in the Task Force.

Ordinance No. 2888 – Setting
the Salary for the Police
Department Lieutenant

Motion by Council Member Carney, second by Council Member Olson, to approve Ordinance No. 2888 setting the Police Lieutenant Salary Range. Motion carried unanimously.

Council

Resolution No. 16-06 –
Appointment of Committee
Chairs

Motion by Council Member Lenz, second by Council Member Olson to adopt Resolution 16-06 appointing Council Members Schilling and Carney Co-Chairs of the Public Safety Committee; Council Members Lenz and Butler Co-Chairs of the Finance and Administration Committee; Council Members Matson and Olson Co-Chairs of the Public Works and Community Development Committee. Motion carried unanimously.

Finance & Administration

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – January 11, 2016

Notice of 2016 Meeting Dates Finance and Administration Director Clifton provided the Council with the Notice of 2016 meeting dates.

Items from the Audience None.

City Manager Report City Manager Otterness stated that he is scheduling a number of legislative visits for Council Members in connection with AWC City Action Days. He thanked Frank Glaspey for allowing use of his property without cost for the Yak-Attack soccer tournament.

Communications/Questions/Comments None.

Development of next agenda None.

Any Other Business None.

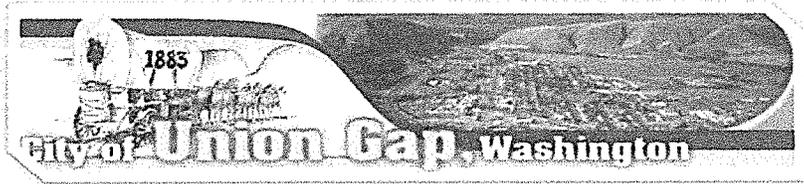
Recess to Executive Session At 7:46 p.m. Mayor Wentz announced a 10 minute recess to allow the room to clear before beginning a 30 minute executive session at 7:56 p.m. for potential litigation pursuant to RCW 42.30.110(i); and to discuss a potential real estate transaction pursuant to RCW 42.30.110(b). Mayor Wentz, Council Members, City Manager Otterness, Finance and Administration Director Clifton, Public Works/Community Development Director Henne, Deputy Public Works/Community Development Director Spurlock, Police Chief Cobb, and City Attorney Brown attended. Mayor Wentz reconvened and announced 10 minute extensions of the executive session at 8:24 p.m. and 8:34 p.m.

Adjournment of Meeting At 8:44 p.m. Mayor Wentz reconvened and adjourned the January 11, 2016 Regular Council Meeting.

Rodney Otterness, City Manager

ATTEST:

Karen Clifton, City Clerk



City Council Communication

Meeting Date: January 25, 2016
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – January 20, 2016

SYNOPSIS: Claim Vouchers Dated January 20, 2016

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 91623 through 91690 in the amount of \$74,197.30.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Claim Voucher Register
2. Detailed Claim Voucher Register

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2015 To: 12/31/2015

Time: 15:22:23 Date: 01/19/2016

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
7312	12/31/2015	Payroll	2	EFT	WA STATE DEPT OF L&I	2.33	4TH QTR - 2015
7313	12/31/2015	Claims	2	EFT	INTEGRA TELECOM	623.19	PD PHONES 01/03/16-02/02/16
7314	12/31/2015	Claims	2	EFT	US BANK CARDMEMBER SVC	330.00	ACCESS RECERTIFICATION TRAINING; FELT GLIDERS FOR CHAIRS; PANTS/SHIRT-SWAT; DIRECTORS MEETING
7324	12/31/2015	Claims	2	91623	CENTRAL CHAIN & TRANSMISSION	31.17	BELTING; RETURNED ITEMS
7325	12/31/2015	Claims	2	91624	CENTRAL WA AG MUSEUM	820.00	AG MUSEUM COORDINATORS - 12/2015
7326	12/31/2015	Claims	2	91625	CENTURY LINK - LD	26.19	CH LONG DISTANCE - 12/2015
7327	12/31/2015	Claims	2	91626	CENTURY LINK	516.02	SHOP FAX/WA TELEMETRY-12/2015; PW-12/2015
7328	12/31/2015	Claims	2	91627	CI SHRED	35.70	PD SHREDDING DEC 2015
7329	12/31/2015	Claims	2	91628	CINTAS CORP #605	217.10	SR CTR/ PK MOP & MAT SVC; PK/SR CTR MOP & MAT SVC
7330	12/31/2015	Claims	2	91629	CLASSIC PRINTING	168.37	UB STATEMENTS - 11/2015
7331	12/31/2015	Claims	2	91630	COLEMAN OIL COMPANY	3,269.41	PW/ CED FUEL-12/15
7332	12/31/2015	Claims	2	91631	DEX WEST	286.38	PARKS AD - 12/2015
7333	12/31/2015	Claims	2	91632	EDGE CONSTRUCTION SUPPLY	72.97	VIZCON DELINEATOR W/ BASE GRABBER II 42" W/ 12# RBR BASE
7334	12/31/2015	Claims	2	91633	ELITE TOWING & RECOVERY LLC	154.94	PD TOWING 12/30/15-EXPLORER
7335	12/31/2015	Claims	2	91634	EMBROIDERY NORTHWEST	414.41	POLO SHIRT; PW / CED PERSONNEL
7336	12/31/2015	Claims	2	91635	FENCING & AWNING	337.36	GATE OPERATOR SERVICE/ REPAIR CHARGE
7337	12/31/2015	Claims	2	91636	FREEDOM TRUCK CENTERS INC	289.87	GA TRUCK FORK
7338	12/31/2015	Claims	2	91637	GAP AUTO PARTS	626.23	SUPPLIES; SUPPLIES
7339	12/31/2015	Claims	2	91638	GEARJAMMER	1,178.15	PD FUEL DEC 16-31, 2015
7340	12/31/2015	Claims	2	91639	ERENDIRA GOMEZ	150.00	ACTIVITES BUILDING REFUND DEPOSIT
7341	12/31/2015	Claims	2	91640	GRANITE CONSTRUCTION CO	2,871.96	PROG EST #4; WEST AHTANUM ROAD RECONSTRUCTION PROJECT
7342	12/31/2015	Claims	2	91641	GRANT J HUNT CO	3,500.00	DESIGN & MARKETING - 12/2015
7343	12/31/2015	Claims	2	91642	GUNARAMA WHOLESALE INC	9.25	SHIPPING FOR RETURNED ITEM-HOLSTER (MCKINLEY)
7344	12/31/2015	Claims	2	91643	HUMANE SOCIETY OF	2,747.00	PD ANIMAL CONTROL SERVICES DEC 2015
7345	12/31/2015	Claims	2	91644	IMAGE WEST PHOTOGRAPHY	254.27	PD COLOR PRINT-CONFERENCE ROOM
7346	12/31/2015	Claims	2	91645	KNOBELS ELECTRIC INC	180.42	CITY SHOP- TROUBLE SHOOT GENERATOR, BLOCK HEATER NO
7347	12/31/2015	Claims	2	91646	LAKESIDE INDUSTRIES	1,443.07	EZ ST 2 TON BAG, ASPH DELIVERY
7348	12/31/2015	Claims	2	91647	LOWES COMPANY INC	380.53	CLAMP; SUPPLIES; SUPPLIES
7349	12/31/2015	Claims	2	91648	MENKE JACKSON BEYER LLP	974.30	PUBLIC RECORDS CASE - LENKE

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7350	12/31/2015	Claims	2	91649	MORTONS SUPPLY	8.66	STAINLESS STEEL, CUTTING, THREADING, BANDING
7351	12/31/2015	Claims	2	91650	JAMIE MULLINS	150.00	BARN DEPOSIT REFUND
7352	12/31/2015	Claims	2	91651	NOB HILL CLEANERS	32.17	PD DRY CLEANING-COBB DEC 2015
7353	12/31/2015	Claims	2	91652	OFFICE DEPOT	264.76	PD OFFICE SUPPLIES
7354	12/31/2015	Claims	2	91653	OFFICE DEPOT	759.81	TONER, FOLDERS; PLANNERS, DIARY, CALENDARS, INK, FILE FOLDERS; W-2 FORMS & ENVELOPES; W2 FORMS & ENVELOPES
7355	12/31/2015	Claims	2	91654	OFFICE SOLUTIONS NORTHWEST	10.80	CLASP ENVELOPES
7356	12/31/2015	Claims	2	91655	ONE CALL CONCEPTS INC	30.36	UTILITY LOCATES - 12/2015
7357	12/31/2015	Claims	2	91656	RODNEY G OTTERNESS	160.92	WCIA LOSS CONTROL MITIGATION GRANT COMMITTEE
7358	12/31/2015	Claims	2	91657	OVERHEAD DOOR OF YAKIMA	225.43	REPLACED BROKEN CABLE. REPLACED HARDWARE WHERE NEEDED. ADJUSTED, LUBED AND SERVICED DOOR
7359	12/31/2015	Claims	2	91658	PACIFIC POWER	11,112.62	AG MUSEUM - 12/2015; CH - 12/2015; PW - 12/2015; FD/CH-12/2015
7360	12/31/2015	Claims	2	91659	PEPSI COLA - YAKIMA	70.67	PD WATER DELIVERY AND RENTAL DEC 2015
7361	12/31/2015	Claims	2	91660	PETTY CASH	4.99	MISC RCTS - 12/2015
7362	12/31/2015	Claims	2	91661	POWERPLAN - OIB	490.10	SUPPLIES
7363	12/31/2015	Claims	2	91662	REPUBLIC PUBLISHING CO	880.80	SKATEPARK AD; NTC OF CIVIL SVC COMMISSION; NTC OF LODGING TAX ADVISORY COMMITTEE MTG
7364	12/31/2015	Claims	2	91663	RWC GROUP	123.76	NOZZLE WIN; SUPPLIES
7365	12/31/2015	Claims	2	91664	WILLIAM SCHULER III	1,424.00	PUBLIC DEFENDER - 11/2015
7366	12/31/2015	Claims	2	91665	SHELL OIL COMPANY	26.69	PD FUEL-TRAINING-DELP
7367	12/31/2015	Claims	2	91666	DON C. SMITH	352.68	LEOFF 1 RX - 12/2015
7368	12/31/2015	Claims	2	91667	SPECTRUM BUSINESS	42.36	FD - FINAL CABLE BILL
7369	12/31/2015	Claims	2	91668	SPENCER FLUID POWER	203.94	GREEN LAYLINE, FLANGE, SWIVEL HOSE
7370	12/31/2015	Claims	2	91669	SPRINT ACCT #929468397	81.98	SR CTR INTERNET - 12/2015
7371	12/31/2015	Claims	2	91670	SUPPLYWORKS	166.36	ICE MELT
7372	12/31/2015	Claims	2	91671	TOWNSQUARE MEDIA	766.50	HOLIDAY TRANSPORTATION AD
7373	12/31/2015	Claims	2	91672	UNION GAP WATER FUND & SEWER	1,663.14	PARKS - 12/2015; 4401 MAIN ST - 12/2015; 4401 MAIN ST - 12/2015; PD WATER, SEWER, GARBAGE 11/21/15-12/20/15; FINAL BILLS - 01/12/16
7374	12/31/2015	Claims	2	91673	UNITED PARCEL SERVICE	88.71	PD SHIPPING DEC 2015
7375	12/31/2015	Claims	2	91674	VALLEY LOCK & KEY SERVICE	42.13	DUPLICATE KEY; LUBRICANT, SAFETY LOCK OUT
7376	12/31/2015	Claims	2	91675	VERIZON WIRELESS	381.09	PW-12/2015
7377	12/31/2015	Claims	2	91676	WA STATE CRIMINAL JUSTICE	100.00	TRAINING-HUNT, JIMENEZ
7378	12/31/2015	Claims	2	91677	WA STATE DEPT OF TRANSPORTATION	1,880.28	SIGNAL MAINT, REPAIR & ADDITIONS- 11/15

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7379	12/31/2015	Claims	2	91678	WA STATE EMPLOYMENT SECURITY DEPT	2,891.35	UNEMPLOYMENT BENEFITS - 4TH QTR 2015
7380	12/31/2015	Claims	2	91679	WA STATE PATROL	118.00	BACKGROUND CHECKS - 12/2015
7381	12/31/2015	Claims	2	91680	WAPATO POLICE DEPT	20,651.66	PD JAIL BILLING & TRANSPORT DEC 2015
7382	12/31/2015	Claims	2	91681	DIANA WELCH	800.00	SUPERVISORY TRAINING - 12/2015
7323	12/31/2015	Claims	2	91682	CASCADE VALLEY LUBE	48.85	FULL SERVICE TRK 1012
7315	12/31/2015	Claims	2	91683	ACTION ROOTER & PLUMBING SERVICE	2,813.20	RAN 1" WATER LINE FROM METER TO HOUSE, INSTALLED NEW BALL VALVE IN CLOSET, CAPPED 1" GALVANIZES FROM WELL IN CRAWL @ 1606 AHTANUM (SHIRLEY CLARK)
7316	12/31/2015	Claims	2	91684	BLUMENTHAL UNIFORMS &	194.47	CARGO PANTS-MARTINEZ
7317	12/31/2015	Claims	2	91685	BURROWS TRACTOR COMPANY	60.53	HOSE, FUEL
7318	12/31/2015	Claims	2	91686	CANON SOLUTIONS AMERICA	285.97	PD COPIER MAINTENANCE DEC 2015
7319	12/31/2015	Claims	2	91687	CAREY MOTORS	322.78	VEHICLE SERVICE #6 & 1
7320	12/31/2015	Claims	2	91688	CASCADE ANALYTICAL INC	1,296.95	WATER/ WASTEWATER SAMPLING
7321	12/31/2015	Claims	2	91689	CASCADE INDUSTRIAL & HYD LLC	7.00	CHAIN ROLLER CONNECTING LINK
7322	12/31/2015	Claims	2	91690	CASCADE NATURAL GAS CORP	1,252.57	FD/CH - 12/2015; PD NATURAL GAS 12/3/15-1/6/16

000	372.96
001 Current Expense Fund	39,833.58
101 Street Fund	6,420.84
106 Parks & Recreation Fund	588.56
107 Convention Center Program Fund	1,678.42

CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described and that the claim is a due and unpaid obligation against the City of Union Gap, and that I am authorized to authenticate and certify to said claim.

3.85	3.85
1.96	1.96
4.93	4.93
7.65	7.65
0.29	0.29
4.56	4.56
2.03	2.03
Claims:	74,197.30
9.63 Payroll:	2.33

Certified By: _____

Date: _____

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7312	12/31/2015	Payroll	2	EFT	WA STATE DEPT OF L&I	2.33	4TH QTR - 2015
			001 - 521 22 20 00		- PERSONNEL BENEFITS	2.33	
7313	12/31/2015	Claims	2	EFT	INTEGRA TELECOM	623.19	PD PHONES 01/03/16-02/02/16
			001 - 528 80 42 00		- COMMUNICATION	623.19	
7314	12/31/2015	Claims	2	EFT	US BANK CARDMEMBER SVC	330.00	ACCESS RECERTIFICATION TRAINING; FELT GLIDERS FOR CHAIRS; PANTS/SHIRT-SWAT; DIRECTORS MEETING
			001 - 513 10 31 00		- SUPPLIES	18.82	
			001 - 514 23 31 00		- SUPPLIES	4.71	
			001 - 514 30 31 00		- SUPPLIES	4.71	
			001 - 521 10 31 00		- SUPPLIES	9.41	
			123 - 521 22 21 23		- UNIFORMS & EQUIPMENT	224.93	
			001 - 521 40 43 00		- TRAVEL	21.02	
			001 - 521 50 49 00		- MISCELLANEOUS	36.98	
			401 - 534 50 31 00		- SUPPLIES	1.88	
			403 - 535 50 31 00		- SUPPLIES	1.88	
			402 - 537 50 31 00		- SUPPLIES	1.88	
			101 - 542 30 31 00		- SUPPLIES	1.88	
			001 - 576 80 31 00		- SUPPLIES	1.90	
7324	12/31/2015	Claims	2	91623	CENTRAL CHAIN & TRANSMISSION	31.17	BELTING; RETURNED ITEMS
			401 - 534 50 31 00		- SUPPLIES	76.87	
			403 - 535 50 31 00		- SUPPLIES	76.87	
			402 - 537 50 31 00		- SUPPLIES	76.87	
			101 - 542 30 31 00		- SUPPLIES	78.86	
			001 - 576 80 31 00		- SUPPLIES	74.86	
			001 - 576 80 31 00		- SUPPLIES	-353.16	
7325	12/31/2015	Claims	2	91624	CENTRAL WA AG MUSEUM	820.00	AG MUSEUM COORDINATORS - 12/2015
			107 - 571 10 41 00		- PROF SVCS-AG MUSEUM	820.00	
7326	12/31/2015	Claims	2	91625	CENTURY LINK - LD	26.19	CH LONG DISTANCE - 12/2015
			001 - 511 60 42 01		- COMMUNICATION	2.10	
			001 - 513 10 42 01		- COMMUNICATION	6.04	
			001 - 514 23 42 00		- COMMUNICATIONS	2.10	
			001 - 514 30 42 00		- COMMUNICATIONS	2.10	
			001 - 524 20 42 00		- COMMUNICATION	2.10	
			001 - 528 80 42 00		- COMMUNICATION	2.10	
			401 - 534 50 42 00		- COMMUNICATION	1.90	
			403 - 535 50 42 00		- COMMUNICATION	1.88	
			402 - 537 50 42 00		- COMMUNICATION	2.10	
			101 - 543 30 42 00		- COMMUNICATION	1.88	
			001 - 558 60 42 00		- COMMUNICATION	1.89	
7327	12/31/2015	Claims	2	91626	CENTURY LINK	516.02	SHOP FAX/WA TELEMETRY-12/2015; PW-12/2015
			401 - 534 50 42 00		- COMMUNICATION	371.41	
			401 - 534 50 42 00		- COMMUNICATION	27.83	
			403 - 535 50 42 00		- COMMUNICATION	11.11	
			403 - 535 50 42 00		- COMMUNICATION	27.82	
			402 - 537 50 42 00		- COMMUNICATION	11.11	
			402 - 537 50 42 00		- COMMUNICATION	27.82	
			101 - 543 30 42 00		- COMMUNICATION	11.10	
			101 - 543 30 42 00		- COMMUNICATION	27.82	
7328	12/31/2015	Claims	2	91627	CI SHRED	35.70	PD SHREDDING DEC 2015
			001 - 528 80 31 00		- OFFICE & OPERATING SUP	35.70	
7329	12/31/2015	Claims	2	91628	CINTAS CORP #605	217.10	SR CTR/ PK MOP & MAT SVC; PK/SR CTR MOP & MAT SVC

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			001 - 571 21 45 00		- OPERATING RENTALS & LJ	54.28	
			001 - 571 21 45 00		- OPERATING RENTALS & LJ	54.27	
			001 - 576 80 45 00		- OPERATING RENTALS & LJ	54.27	
			001 - 576 80 45 00		- OPERATING RENTALS & LJ	54.28	
7330	12/31/2015	Claims	2	91629	CLASSIC PRINTING		168.37 UB STATEMENTS - 11/2015
			401 - 534 50 41 00		- PROFESSIONAL SERVICES	56.12	
			403 - 535 50 41 00		- PROFESSIONAL SERVICES	56.12	
			402 - 537 50 41 00		- PROFESSIONAL SERVICES	56.13	
7331	12/31/2015	Claims	2	91630	COLEMAN OIL COMPANY		3,269.41 PW/ CED FUEL-12/15
			403 - 531 30 32 00		- STORMWATER FUEL	55.25	
			401 - 534 50 32 00		- FUEL	797.38	
			403 - 535 50 32 00		- FUEL	566.94	
			402 - 537 50 32 00		- FUEL	5.87	
			101 - 542 30 32 00		- FUEL	236.69	
			101 - 542 30 32 00		- FUEL	3.09	
			101 - 542 66 32 00		- FUEL	615.32	
			101 - 542 67 32 00		- FUEL	203.06	
			101 - 542 70 32 00		- FUEL	490.54	
			101 - 542 90 32 00		- FUEL CONSUMED	11.61	
			128 - 547 60 32 00		- FUEL CONSUMED	52.95	
			001 - 558 60 32 00		- FUEL	78.22	
			001 - 576 80 32 00		- FUEL	152.49	
7332	12/31/2015	Claims	2	91631	DEX WEST		286.38 PARKS AD - 12/2015
			001 - 576 80 44 00		- ADVERTISING	286.38	
7333	12/31/2015	Claims	2	91632	EDGE CONSTRUCTION SUPPLY		72.97 VIZCON DELINEATOR W/ BASE GRABBER II 42" W/ 12# RBR BASE
			101 - 542 30 31 00		- SUPPLIES	72.97	
7334	12/31/2015	Claims	2	91633	ELITE TOWING & RECOVERY LLC		154.94 PD TOWING 12/30/15-EXPLORER
			001 - 521 22 48 00		- REPAIRS & MAINTENANCE	154.94	
7335	12/31/2015	Claims	2	91634	EMBROIDERY NORTHWEST		414.41 POLO SHIRT; PW / CED PERSONNEL
			000 - -			372.96	
			401 - 534 50 21 00		- UNIFORMS & EQUIPMENT	8.29	
			403 - 535 50 21 00		- UNIFORMS & EQUIPMENT	8.29	
			402 - 537 50 21 00		- UNIFORMS & EQUIPMENT	8.29	
			101 - 542 30 21 00		- UNIFORMS & EQUIPMENT	8.29	
			001 - 576 80 21 00		- UNIFORMS & EQUIPMENT	8.29	
7336	12/31/2015	Claims	2	91635	FENCING & AWNING		337.36 GATE OPERATOR SERVICE/ REPAIR CHARGE
			401 - 534 50 41 00		- PROFESSIONAL SERVICES	67.48	
			403 - 535 50 41 00		- PROFESSIONAL SERVICES	67.47	
			402 - 537 50 41 00		- PROFESSIONAL SERVICES	67.47	
			101 - 542 30 41 00		- PROFESSIONAL SERVICES	67.47	
			001 - 576 80 41 00		- PROFESSIONAL SERVICES	67.47	
7337	12/31/2015	Claims	2	91636	FREEDOM TRUCK CENTERS INC		289.87 GA TRUCK FORK
			402 - 537 50 64 00		- MACHINERY & EQUIPMEN	289.87	
7338	12/31/2015	Claims	2	91637	GAP AUTO PARTS		626.23 SUPPLIES; SUPPLIES
			001 - 513 10 48 00		- REPAIRS & MAINTENANCE	199.86	
			401 - 534 50 31 00		- SUPPLIES	7.88	
			401 - 534 50 31 00		- SUPPLIES	39.40	
			401 - 534 50 31 00		- SUPPLIES	9.15	
			403 - 535 50 31 00		- SUPPLIES	24.71	
			403 - 535 50 31 00		- SUPPLIES	31.90	

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			403 - 535 50 31 00 -		SUPPLIES	7.88	
			403 - 535 50 31 00 -		SUPPLIES	39.40	
			403 - 535 50 31 00 -		SUPPLIES	9.15	
			402 - 537 50 31 00 -		SUPPLIES	9.15	
			101 - 542 30 31 00 -		SUPPLIES	9.14	
			101 - 542 66 31 00 -		SUPPLIES	26.27	
			101 - 542 66 31 00 -		SUPPLIES	131.35	
			101 - 542 70 31 00 -		SUPPLIES	5.25	
			101 - 542 70 31 00 -		SUPPLIES	26.27	
			128 - 547 60 31 00 -		OFFICE & OPERATING SUP	2.63	
			128 - 547 60 31 00 -		OFFICE & OPERATING SUP	13.13	
			001 - 576 80 31 00 -		SUPPLIES	1.60	
			001 - 576 80 31 00 -		SUPPLIES	7.21	
			001 - 576 80 31 00 -		SUPPLIES	2.63	
			001 - 576 80 31 00 -		SUPPLIES	13.13	
			001 - 576 80 31 00 -		SUPPLIES	9.14	
7339	12/31/2015	Claims	2	91638	GEARJAMMER	1,178.15	PD FUEL DEC 16-31, 2015
			001 - 521 10 32 00 -		FUEL	43.58	CHIEF FUEL
			001 - 521 21 32 00 -		FUEL	177.89	DETECTIVE FUEL
			001 - 521 22 32 00 -		FUEL	956.68	PATROL FUEL
7340	12/31/2015	Claims	2	91639	ERENDIRA GOMEZ	150.00	ACTIVITES BUILDING REFUND DEPOSIT
			001 - 589 00 00 00 -		PARK DEPOSIT REFUND	150.00	
7341	12/31/2015	Claims	2	91640	GRANITE CONSTRUCTION CO	2,871.96	PROG EST #4; WEST AHTANUM ROAD RECONSTRUCTION PROJECT
			121 - 595 10 41 08 -		AHTANUM RD - GOODMAN	2,871.96	
7342	12/31/2015	Claims	2	91641	GRANT J HUNT CO	3,500.00	DESIGN & MARKETING - 12/2015
			107 - 557 30 41 01 -		GRANT J. HUNT COL	3,500.00	
7343	12/31/2015	Claims	2	91642	GUNARAMA WHOLESALE INC	9.25	SHIPPING FOR RETURNED ITEM-HOLSTER (MCKINLEY)
			001 - 521 10 49 00 -		MISCELLANEOUS	9.25	
7344	12/31/2015	Claims	2	91643	HUMANE SOCIETY OF	2,747.00	PD ANIMAL CONTROL SERVICES DEC 2015
			001 - 554 30 41 00 -		PROF SERVICES-ANIMAL C	2,747.00	
7345	12/31/2015	Claims	2	91644	IMAGE WEST PHOTOGRAPHY	254.27	PD COLOR PRINT-CONFERENCE ROOM
			001 - 521 50 49 00 -		MISCELLANEOUS	254.27	
7346	12/31/2015	Claims	2	91645	KNOBELS ELECTRIC INC	180.42	CITY SHOP- TROUBLE SHOOT GENERATOR, BLOCK HEATER NO MATERIAL
			401 - 534 50 48 00 -		REPAIRS & MAINTENANCE	90.21	
			403 - 535 50 48 00 -		REPAIRS & MAINTENANCE	90.21	
7347	12/31/2015	Claims	2	91646	LAKESIDE INDUSTRIES	1,443.07	EZ ST 2 TON BAG, ASPH DELIVERY
			101 - 542 30 31 00 -		SUPPLIES	1,443.07	
7348	12/31/2015	Claims	2	91647	LOWES COMPANY INC	380.53	CLAMP; SUPPLIES; SUPPLIES
			401 - 534 50 31 00 -		SUPPLIES	6.04	
			401 - 534 50 31 00 -		SUPPLIES	44.44	
			403 - 535 50 31 00 -		SUPPLIES	54.87	
			403 - 535 50 31 00 -		SUPPLIES	6.04	
			403 - 535 50 31 00 -		SUPPLIES	44.44	
			402 - 537 50 31 00 -		SUPPLIES	6.04	
			402 - 537 50 31 00 -		SUPPLIES	44.44	
			101 - 542 30 31 00 -		SUPPLIES	6.04	

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			101 - 542 30 31 00 -		SUPPLIES	44.44	
			001 - 576 80 31 00 -		SUPPLIES	7.68	
			001 - 576 80 31 00 -		SUPPLIES	6.03	
			001 - 576 80 31 00 -		SUPPLIES	65.59	
			001 - 576 80 31 00 -		SUPPLIES	44.44	
7349	12/31/2015	Claims	2	91648	MENKE JACKSON BEYER LLP	974.30	PUBLIC RECORDS CASE - LENKE
			001 - 513 10 41 01 -		PROFESSIONAL SERVICES	974.30	
7350	12/31/2015	Claims	2	91649	MORTONS SUPPLY	8.66	STAINLESS STEEL, CUTTING, THREADING, BANDING
			403 - 535 50 31 00 -		SUPPLIES	8.66	
7351	12/31/2015	Claims	2	91650	JAMIE MULLINS	150.00	BARN DEPOSIT REFUND
			001 - 589 00 00 00 -		PARK DEPOSIT REFUND	150.00	
7352	12/31/2015	Claims	2	91651	NOB HILL CLEANERS	32.17	PD DRY CLEANING-COBB DEC 2015
			001 - 521 22 21 00 -		UNIFORMS & EQUIPMENT	32.17	
7353	12/31/2015	Claims	2	91652	OFFICE DEPOT	264.76	PD OFFICE SUPPLIES
			001 - 521 10 31 00 -		SUPPLIES	59.14	
			001 - 521 21 31 00 -		SUPPLIES	65.71	
			001 - 528 80 31 00 -		OFFICE & OPERATING SUP	139.91	
7354	12/31/2015	Claims	2	91653	OFFICE DEPOT	759.81	TONER, FOLDERS; PLANNERS, DIARY, CALENDARS, INK, FILE FOLDERS; W-2 FORMS & ENVELOPES; W2 FORMS & ENVELOPES
			001 - 514 23 31 00 -		SUPPLIES	41.51	
			001 - 514 23 31 00 -		SUPPLIES	21.63	
			001 - 524 20 31 00 -		SUPPLIES	144.82	
			401 - 534 50 31 00 -		SUPPLIES	50.25	
			403 - 535 50 31 00 -		SUPPLIES	149.78	
			402 - 537 50 31 00 -		SUPPLIES	50.25	
			101 - 542 30 31 00 -		SUPPLIES	50.25	
			001 - 558 60 31 00 -		SUPPLIES	144.83	
			001 - 576 80 31 00 -		SUPPLIES	106.49	
7355	12/31/2015	Claims	2	91654	OFFICE SOLUTIONS NORTHWEST	10.80	CLASP ENVELOPES
			001 - 524 20 31 00 -		SUPPLIES	5.40	
			001 - 558 60 31 00 -		SUPPLIES	5.40	
7356	12/31/2015	Claims	2	91655	ONE CALL CONCEPTS INC	30.36	UTILITY LOCATES - 12/2015
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	15.18	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	15.18	
7357	12/31/2015	Claims	2	91656	RODNEY G OTTERNESS	160.92	WCIA LOSS CONTROL MITIGATION GRANT COMMITTEE
			001 - 513 10 43 01 -		TRAVEL	160.92	
7358	12/31/2015	Claims	2	91657	OVERHEAD DOOR OF YAKIMA	225.43	REPLACED BROKEN CABLE. REPLACED HARDWARE WHERE NEEDED. ADJUSTED, LUBED AND SERVICED DOOR
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	45.09	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	45.09	
			402 - 537 50 41 00 -		PROFESSIONAL SERVICES	45.09	
			101 - 542 30 41 00 -		PROFESSIONAL SERVICES	45.08	
			001 - 576 80 41 00 -		PROFESSIONAL SERVICES	45.08	
7359	12/31/2015	Claims	2	91658	PACIFIC POWER	11,112.62	AG MUSEUM - 12/2015; CH - 12/2015; PW - 12/2015; FD/CH-12/2015

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			001 - 518 20 47 00		- UTILITIES/CITY HALL	476.74	
			001 - 518 20 47 00		- UTILITIES/CITY HALL	298.61	
			001 - 522 20 47 00		- PUBLIC UTILITY SERVICES	298.61	
			401 - 534 50 47 00		- UTILITIES	7,256.69	
			403 - 535 50 47 00		- UTILITIES	2,423.55	
			107 - 571 10 47 00		- UTILITIES-AG MUSEUM	358.42	
7360	12/31/2015	Claims	2	91659	PEPSI COLA - YAKIMA	70.67	PD WATER DELIVERY AND RENTAL DEC 2015
			001 - 521 22 31 00		- SUPPLIES	70.67	
7361	12/31/2015	Claims	2	91660	PETTY CASH	4.99	MISC RCTS - 12/2015
			001 - 514 30 31 00		- SUPPLIES	3.08	
			403 - 535 50 42 00		- COMMUNICATION	1.91	
7362	12/31/2015	Claims	2	91661	POWERPLAN - OIB	490.10	SUPPLIES
			401 - 534 50 48 00		- REPAIRS & MAINTENANCE	20.70	
			403 - 535 50 48 00		- REPAIRS & MAINTENANCE	20.70	
			101 - 542 30 48 00		- REPAIRS & MAINTENANCE	30.45	
			101 - 542 30 48 00		- REPAIRS & MAINTENANCE	0.98	
			101 - 542 30 48 00		- REPAIRS & MAINTENANCE	195.22	
			101 - 542 30 48 00		- REPAIRS & MAINTENANCE	1.89	
			101 - 542 30 48 00		- REPAIRS & MAINTENANCE	20.70	
			101 - 542 66 48 00		- REPAIRS & MAINTENANCE	12.78	
			101 - 542 66 48 00		- REPAIRS & MAINTENANCE	24.55	
			101 - 542 70 48 00		- REPAIRS & MAINTENANCE	3.93	
			101 - 542 70 48 00		- REPAIRS & MAINTENANCE	7.55	
			001 - 576 80 48 00		- REPAIRS & MAINTENANCE	1.97	
			001 - 576 80 48 00		- REPAIRS & MAINTENANCE	3.78	
			001 - 576 80 48 00		- REPAIRS & MAINTENANCE	144.90	
7363	12/31/2015	Claims	2	91662	REPUBLIC PUBLISHING CO	880.80	SKATEPARK AD; NTC OF CIVIL SVC COMMISSION; NTC OF LODGING TAX ADVISORY COMMITTEE MTG
			001 - 521 10 42 00		- COMMUNICATION	218.39	
			108 - 557 30 44 08		- ADVERTISING	73.85	
			106 - 571 10 42 06		- COMMUNICATION-SKATEP	588.56	
7364	12/31/2015	Claims	2	91663	RWC GROUP	123.76	NOZZLE WIN; SUPPLIES
			401 - 534 50 31 00		- SUPPLIES	29.55	
			401 - 534 50 48 00		- REPAIRS & MAINTENANCE	3.59	
			401 - 534 50 48 00		- REPAIRS & MAINTENANCE	10.54	
			403 - 535 50 48 00		- REPAIRS & MAINTENANCE	2.39	
			403 - 535 50 48 00		- REPAIRS & MAINTENANCE	7.03	
			101 - 542 30 48 00		- REPAIRS & MAINTENANCE	2.39	
			101 - 542 30 48 00		- REPAIRS & MAINTENANCE	7.03	
			101 - 542 66 48 00		- REPAIRS & MAINTENANCE	14.36	
			101 - 542 66 48 00		- REPAIRS & MAINTENANCE	42.17	
			101 - 542 70 48 00		- REPAIRS & MAINTENANCE	1.20	
			101 - 542 70 48 00		- REPAIRS & MAINTENANCE	3.51	
7365	12/31/2015	Claims	2	91664	WILLIAM SCHULER III	1,424.00	PUBLIC DEFENDER - 11/2015
			001 - 515 20 41 03		- PROF SERVICES-CONFLICT	1,424.00	
7366	12/31/2015	Claims	2	91665	SHELL OIL COMPANY	26.69	PD FUEL-TRAINING-DELP
			001 - 521 40 32 00		- FUEL CONSUMED	26.69	
7367	12/31/2015	Claims	2	91666	DON C. SMITH	352.68	LEOFF 1 RX - 12/2015
			001 - 521 10 22 00		- LEOFF 1 BENEFITS	352.68	
7368	12/31/2015	Claims	2	91667	SPECTRUM BUSINESS	42.36	FD - FINAL CABLE BILL
			001 - 511 60 42 01		- COMMUNICATION	3.85	
			001 - 513 10 42 01		- COMMUNICATION	3.85	
			001 - 514 23 42 00		- COMMUNICATIONS	3.85	
			001 - 514 30 42 00		- COMMUNICATIONS	3.85	
			001 - 524 20 42 00		- COMMUNICATION	3.85	

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			401 - 534 50 42 00 -		COMMUNICATION	3.85	
			403 - 535 50 42 00 -		COMMUNICATION	3.85	
			402 - 537 50 42 00 -		COMMUNICATION	3.85	
			101 - 542 30 42 00 -		COMMUNICATIONS	3.85	
			001 - 558 60 42 00 -		COMMUNICATION	3.85	
			001 - 576 80 42 00 -		COMMUNICATION	3.86	
7369	12/31/2015	Claims	2	91668	SPENCER FLUID POWER	203.94	GREEN LAYLINE, FLANGE, SWIVEL HOSE
			101 - 542 66 31 00 -		SUPPLIES	203.94	
7370	12/31/2015	Claims	2	91669	SPRINT ACCT #929468397	81.98	SR CTR INTERNET - 12/2015
			001 - 571 21 42 00 -		COMMUNICATION	81.98	
7371	12/31/2015	Claims	2	91670	SUPPLYWORKS	166.36	ICE MELT
			001 - 571 21 31 00 -		SUPPLIES	83.18	
			001 - 576 80 31 00 -		SUPPLIES	83.18	
7372	12/31/2015	Claims	2	91671	TOWNSQUARE MEDIA	766.50	HOLIDAY TRANSPORTATION AD
			128 - 547 60 44 00 -		ADVERTIZING	766.50	
7373	12/31/2015	Claims	2	91672	UNION GAP WATER FUND & SEWER	1,663.14	PARKS - 12/2015; 4401 MAIN ST - 12/2015; 4401 MAIN ST - 12/2015; PD WATER, SEWER, GARBAGE 11/21/15-12/20/15; FINAL BILLS - 01/12/16
			001 - 521 50 47 00 -		UTILITIES	110.84	
			403 - 535 50 47 00 -		UTILITIES	132.76	
			101 - 543 30 47 00 -		UTILITIES	198.46	
			001 - 576 80 47 00 -		UTILITIES	1,151.06	
			001 - 576 80 47 00 -		UTILITIES	70.02	
7374	12/31/2015	Claims	2	91673	UNITED PARCEL SERVICE	88.71	PD SHIPPING DEC 2015
			001 - 521 10 41 00 -		PROFESSIONAL SERVICES	88.71	
7375	12/31/2015	Claims	2	91674	VALLEY LOCK & KEY SERVICE	42.13	DUPLICATE KEY; LUBRICANT, SAFETY LOCK OUT
			403 - 535 50 31 00 -		SUPPLIES	33.80	
			001 - 576 80 31 00 -		SUPPLIES	8.33	
7376	12/31/2015	Claims	2	91675	VERIZON WIRELESS	381.09	PW-12/2015
			401 - 534 50 42 00 -		COMMUNICATION	76.22	
			403 - 535 50 42 00 -		COMMUNICATION	76.21	
			402 - 537 50 42 00 -		COMMUNICATION	76.22	
			101 - 542 30 42 00 -		COMMUNICATIONS	76.22	
			001 - 576 80 42 00 -		COMMUNICATION	76.22	
7377	12/31/2015	Claims	2	91676	WA STATE CRIMINAL JUSTICE	100.00	TRAINING-HUNT, JIMENEZ
			001 - 521 40 49 00 -		MISCELLANEOUS	100.00	
7378	12/31/2015	Claims	2	91677	WA STATE DEPT OF TRANSPORTATION	1,880.28	SIGNAL MAINT, REPAIR & ADDITIONS- 11/15
			101 - 542 64 51 00 -		INTERGOVERNMENTAL PF	1,880.28	
7379	12/31/2015	Claims	2	91678	WA STATE EMPLOYMENT SECURITY DEPT	2,891.35	UNEMPLOYMENT BENEFITS - 4TH QTR 2015
			001 - 522 20 20 00 -		PERSONNEL BENEFITS	2,891.35	
7380	12/31/2015	Claims	2	91679	WA STATE PATROL	118.00	BACKGROUND CHECKS - 12/2015
			001 - 521 10 51 00 -		INTERGOVERNMENTAL PF	118.00	
7381	12/31/2015	Claims	2	91680	WAPATO POLICE DEPT	20,651.66	PD JAIL BILLING & TRANSPORT DEC 2015
			001 - 523 20 51 00 -		DETENTION & CORRECTIC	17,185.00	JAIL BILLING

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			001 - 523 20 51 01		- TRANSPORT OF PRISONER	3,466.66	TRANSPORT
7382	12/31/2015	Claims	2	91681	DIANA WELCH	800.00	SUPERVISORY TRAINING - 12/2015
			001 - 513 10 41 01		- PROFESSIONAL SERVICES	200.00	
			001 - 514 23 41 00		- PROFESSIONAL SERVICES	100.00	
			001 - 514 30 41 00		- PROFESSIONAL SERVICES	100.00	
			001 - 521 10 41 00		- PROFESSIONAL SERVICES	200.00	
			401 - 534 50 41 00		- PROFESSIONAL SERVICES	40.00	
			403 - 535 50 41 00		- PROFESSIONAL SERVICES	40.00	
			402 - 537 50 41 00		- PROFESSIONAL SERVICES	40.00	
			101 - 542 30 41 00		- PROFESSIONAL SERVICES	40.00	
			001 - 576 80 41 00		- PROFESSIONAL SERVICES	40.00	
7323	12/31/2015	Claims	2	91682	CASCADE VALLEY LUBE	48.85	FULL SERVICE TRK 1012
			401 - 534 50 48 00		- REPAIRS & MAINTENANCE	19.54	
			403 - 535 50 48 00		- REPAIRS & MAINTENANCE	7.33	
			101 - 542 30 48 00		- REPAIRS & MAINTENANCE	7.33	
			101 - 542 66 48 00		- REPAIRS & MAINTENANCE	2.44	
			101 - 542 67 48 00		- REPAIRS & MAINTENANCE	2.44	
			101 - 542 70 48 00		- REPAIRS & MAINTENANCE	7.33	
			128 - 547 60 48 00		- REPAIRS & MAINTENANCE	2.44	
7315	12/31/2015	Claims	2	91683	ACTION ROOTER & PLUMBING SERVICE	2,813.20	RAN 1" WATER LINE FROM METER TO HOUSE, INSTALLED NEW BALL VALVE IN CLOSET, CAPPED 1" GALVANIZES FROM WELL IN CRAWL @ 1606 AHTANUM (SHIRLEY CLARK)
			401 - 534 50 41 00		- PROFESSIONAL SERVICES	2,813.20	
7316	12/31/2015	Claims	2	91684	BLUMENTHAL UNIFORMS &	194.47	CARGO PANTS-MARTINEZ
			001 - 521 22 21 00		- UNIFORMS & EQUIPMENT	194.47	
7317	12/31/2015	Claims	2	91685	BURROWS TRACTOR COMPANY	60.53	HOSE, FUEL
			401 - 534 50 31 00		- SUPPLIES	12.11	
			403 - 535 50 31 00		- SUPPLIES	12.11	
			402 - 537 50 31 00		- SUPPLIES	12.11	
			101 - 542 30 31 00		- SUPPLIES	12.10	
			001 - 576 80 31 00		- SUPPLIES	12.10	
7318	12/31/2015	Claims	2	91686	CANON SOLUTIONS AMERICA	285.97	PD COPIER MAINTENANCE DEC 2015
			001 - 528 80 48 00		- REPAIRS & MAINTENANCE	285.97	
7319	12/31/2015	Claims	2	91687	CAREY MOTORS	322.78	VEHICLE SERVICE #6 & 1
			001 - 521 22 48 00		- REPAIRS & MAINTENANCE	322.78	
7320	12/31/2015	Claims	2	91688	CASCADE ANALYTICAL INC	1,296.95	WATER/WASTEWATER SAMPLING
			401 - 534 50 41 00		- PROFESSIONAL SERVICES	457.50	
			403 - 535 50 41 00		- PROFESSIONAL SERVICES	839.45	
7321	12/31/2015	Claims	2	91689	CASCADE INDUSTRIAL & HYD LLC	7.00	CHAIN ROLLER CONNECTING LINK
			001 - 576 80 31 00		- SUPPLIES	7.00	
7322	12/31/2015	Claims	2	91690	CASCADE NATURAL GAS CORP	1,252.57	FD/CH - 12/2015; PD NATURAL GAS 12/3/15-1/6/16
			001 - 518 20 47 00		- UTILITIES/CITY HALL	257.06	
			001 - 521 50 47 00		- UTILITIES	375.57	

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001 - 522 20 47 00 - PUBLIC UTILITY SERVICES					619.94	
000					372.96	
000					372.96	
511 Legislative					5.95	
513 Executive					1,563.79	
514 Finance					287.54	
515 Legal Services					1,424.00	
521 Law Enforcement					28,487.70	
522 Fire Control					3,809.90	
576 Park Facilities					3,954.70	
580 Non Expenditures					300.00	
001 Current Expense Fund					39,833.58	
542 Streets - Maintenance					6,181.58	
543 Streets Admin & Overhead					239.26	
101 Street Fund					6,420.84	
571 Education					588.56	
106 Parks & Recreation Fund					588.56	
514 Finance					1,178.42	
557 Community Services					3,500.00	
107 Convention Center Reserve Fund					4,678.42	
514 Finance					73.85	
108 Tourism Promotion Area Fund					73.85	
594 Capital Expenditures					2,871.96	
121 Street Development Reserve Fund					2,871.96	
521 Law Enforcement					224.93	
123 Criminal Justice Fund					224.93	
547 Transit Systems & Railroads					837.65	
128 Transit System Fund					837.65	
534 Water Utilities					12,460.29	
401 Water Fund					12,460.29	
537 Garbage & Solid Waste Utilitys					834.56	
402 Garbage Fund					834.56	
535 Sewer					4,946.78	
538 Other Utilities/Activities					55.25	
403 Sewer Fund					5,002.03	
					Claims:	74,197.30
					74,199.63 Payroll:	2.33

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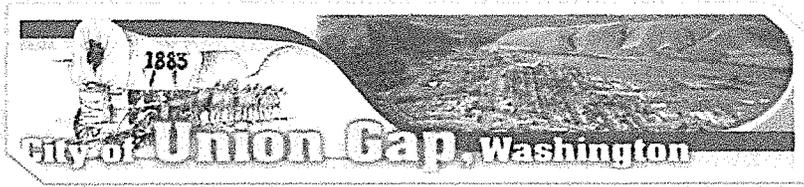
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CERTIFICATION: I, the undersigned, do hereby certify under
penalty of perjury that the materials have been furnished, the
services rendered, or the labor performed as described and that the
claim is a due and unpaid obligation against the City of Union Gap,
and that I am authorized to authenticate and certify to said claim.

Amount Memo

Certified By: _____ Date: _____



City Council Communication

Meeting Date: January 25, 2016
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – January 25, 2016

SYNOPSIS: Claim Vouchers Dated January 25, 2016

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 91691 through 91745 in the amount of \$276,287.48.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Claim Voucher Register
2. Detailed Claim Voucher Register

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149	01/25/2016	Claims	2	EFT	INTEGRA TELECOM	1,958.76	CH/FD - 01/2016; SR CTR-01/2016
150	01/25/2016	Claims	2	EFT	US BANK CARDMEMBER SVC	889.25	AWC CITY ACTION DAYS - OTTERNESS; PAPER BAGS FOR EVIDENCE; AWC CITY ACTION DAYS - MATSON; AWC CITY ACTION DAYS-OTTERNESS; GO TO MY PC - 01/2016; PD FUEL, PD SHIPPING-BONSEN; SCHOOL ADVISORY
151	01/25/2016	Claims	2	91691	AMERICAN EXPRESS CREDIT CARD	405.25	BIAS RALLY REGISTRATION-BISCONER; INTEREST - 01/2016
152	01/25/2016	Claims	2	91692	AMERICAN WATER WORKS ASSN	355.00	AWWA MEMBERSHIP DUES 03/01/2016- 02/28/2017
153	01/25/2016	Claims	2	91693	ASSOCIATION OF WA CITIES	3,879.00	2016 MEMBERSHIP FEE
154	01/25/2016	Claims	2	91694	ATTORNEY & NOTARY SUPPLY OF WA	135.13	NOTARY RENEWAL - BISCONER
155	01/25/2016	Claims	2	91695	BIAS SOFTWARE	10,532.02	2016 ANNUAL SUPPORT
156	01/25/2016	Claims	2	91696	RYAN BONSEN	800.00	UNIFORM ALLOWANCE
157	01/25/2016	Claims	2	91697	CAREY MOTORS	27.00	VEHICLE SERVICE #12-LOF, TIRE ROTATION
158	01/25/2016	Claims	2	91698	CINTAS CORP #605	221.71	CH MOP & MAT SVC; SR CTR MOP & MAT SVC
159	01/25/2016	Claims	2	91699	ERICK MICHAEL DELP	800.00	UNIFORM ALLOWANCE
160	01/25/2016	Claims	2	91700	DIVCO INC	208.63	HVAC MAINTENANCE - 01/2016 - 03/2016
161	01/25/2016	Claims	2	91701	GAP AUTO PARTS	48.11	GLOBAL 50/50, CARGO METAL SEAL, PREM PROFILE BLADES
162	01/25/2016	Claims	2	91702	GE CAPITAL	419.25	KYOCERA TASKALFA 6500-02/2016
163	01/25/2016	Claims	2	91703	JON HARDY	150.00	Refund Utility Deposit
164	01/25/2016	Claims	2	91704	JARED S HUNT	800.00	UNIFORM ALLOWANCE
165	01/25/2016	Claims	2	91705	SHAWN R JAMES	800.00	UNIFORM ALLOWANCE
166	01/25/2016	Claims	2	91706	RUDY M JIMENEZ	800.00	UNIFORM ALLOWANCE
167	01/25/2016	Claims	2	91707	JOHNSON'S AUTO GLASS	43.23	VEHICLE SERVICE #24-WINDSHIELD REPAIR
168	01/25/2016	Claims	2	91708	CHASE KELLOGG	800.00	UNIFORM ALLOWANCE
169	01/25/2016	Claims	2	91709	ALBA L LEVESQUE	800.00	UNIFORM ALLOWANCE
170	01/25/2016	Claims	2	91710	LOWES COMPANY INC	193.92	LNX PEX/ CPVC, UTILITY EXT, RAGS; PROPANE CYLINDER, TRIGGER STAR, LED FLASHLIGHT
171	01/25/2016	Claims	2	91711	STACE J MCKINLEY	800.00	UNIFORM ALLOWANCE
172	01/25/2016	Claims	2	91712	MORTONS SUPPLY	137.96	FROSTEX HEAT CABLES AND PLUG, SNOW PUSHER
173	01/25/2016	Claims	2	91713	OFFICE DEPOT	87.38	PD OFFICE SUPPLIES-USB, BATTERY, WIRELESS MOUSE/KEYBOARD
174	01/25/2016	Claims	2	91714	OFFICE DEPOT	204.56	TAX FORMS & FILE FOLDERS
175	01/25/2016	Claims	2	91715	OFFICE SOLUTIONS NORTHWEST	178.28	PAPER, ENVELOPES PENS ETC
176	01/25/2016	Claims	2	91716	RODNEY G OTTERNESS	162.00	WCIA BOARD MEETING
177	01/25/2016	Claims	2	91717	REPUBLIC PUBLISHING CO	166.80	PD NEWSPAPER 2016
178	01/25/2016	Claims	2	91718	HECTOR A RIVERA	800.00	UNIFORM ALLOWANCE
179	01/25/2016	Claims	2	91719	PAT RODRIGUEZ	286.56	SHIFT COVERAGE - CITY OF WAPATO
180	01/25/2016	Claims	2	91720	ERIKA ROGERS	50.89	DEPOSIT REFUND

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181	01/25/2016	Claims	2	91721	CURTIS J SANTUCCI	800.00	UNIFORM ALLOWANCE
182	01/25/2016	Claims	2	91722	SOUTH CENTRAL WA MUNICIPAL	100.00	2016 MEMBERSHIP - CLIFTON/BISCONER
183	01/25/2016	Claims	2	91723	SPECTRUM BUSINESS	214.98	CH INTERNET SVC - 01/2016
184	01/25/2016	Claims	2	91724	PATRICK THOMPSON	800.00	UNIFORM ALLOWANCE
185	01/25/2016	Claims	2	91725	TRUE LAW GROUP, PS	1,070.00	PUBLIC DEFENDER
186	01/25/2016	Claims	2	91726	ERIC B TURLEY	800.00	UNIFORM ALLOWANCE
187	01/25/2016	Claims	2	91727	U-HAUL MOVING & STORAGE	533.75	CH STORAGE - 01/2016
188	01/25/2016	Claims	2	91728	UNITED STATES POSTAL SERVICE	310.00	PO BOX SVC FEE - 2016
189	01/25/2016	Claims	2	91729	UNUM LIFE INSURANCE	92.40	LEOFF 1 LONG TERM CARE - 01/2016
190	01/25/2016	Claims	2	91730	JOSEPH VANICEK	800.00	UNIFORM ALLOWANCE
191	01/25/2016	Claims	2	91731	WA ASSOC OF BUILDING OFFICIALS	115.00	2016 MEMBERSHIP RENEWAL; 2016 WINTER COMMITTEE MEETING
192	01/25/2016	Claims	2	91732	WA CITIES INS. AUTHORITY	194,801.00	2016 LIABILITY ASSESSMENT
193	01/25/2016	Claims	2	91733	WA FINANCE OFFICERS ASSN	100.00	2016 MEMBERSHIP-CLIFTN/BISCONER
194	01/25/2016	Claims	2	91734	WA HOMICIDE INV ASSOC	300.00	HOMICIDE INVESTIGATORS ASSOCIATION CONFERENCE-JAMES
195	01/25/2016	Claims	2	91735	WA STATE ASSOC OF PERMIT TECHS	35.00	2016 MEMBERSHIP- VALLE
196	01/25/2016	Claims	2	91736	WA STATE DEPT OF ENTERPRISE SVC	400.00	ADMINISTRATIVE FEE 2016
197	01/25/2016	Claims	2	91737	TERRYL D WAY	800.00	UNIFORM ALLOWANCE
198	01/25/2016	Claims	2	91738	YAKIMA CO DEVELOPMENT ASSN	1,300.00	2016 NEW VISION 7 PLEDGE
199	01/25/2016	Claims	2	91739	YAKIMA CO DISTRICT COURT	22,225.50	MUNICIPAL COURT OPERATION - 01/2016
200	01/25/2016	Claims	2	91740	YAKIMA REG.CLEAN AIR AUTHORITY	2,456.00	2016 PRO RATA SHARE
201	01/25/2016	Claims	2	91741	YAKIMA VALLEY OFFICE	6,895.00	2016 LOCAL ASSESSMENT
202	01/25/2016	Claims	2	91742	YAKIMA VALLEY TOURISM	4,500.00	2016 YAKIMA VALLEY MAP; TOURISM ADVERTISING - 01-02/2016
203	01/25/2016	Claims	2	91743	LAW OFFICES OF MARGITA DORNAY	7,083.33	PROSECUTING ATTORNEY - 01/2016
204	01/25/2016	Claims	2	91744	NEOFUNDS BY NEOPOST	1,000.00	POSTAGE - 01/2015
205	01/25/2016	Claims	2	91745	UNITED STATES POSTMASTER	814.83	UB POSTAGE - 01/2016

001 Current Expense Fund	135,581.52	
101 Street Fund	19,242.83	
108 Tourism Promotion Area Fund	4,500.00	
120 City Hall Equipment Reserve Fund	10,532.02	
401 Water Fund	36,869.45	
402 Garbage Fund	28,514.45	
403 Sewer Fund	40,846.32	
414 Water Deposits	200.89	
	276,287.48	Claims: 276,287.48

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Trans Date	Type	Acct #	War #	Claimant
CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described and that the claim is a due and unpaid obligation against the City of Union Gap, and that I am authorized to authenticate and certify to said claim.				

Amount	Memo

Certified By: _____ Date: _____

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Time: 16:31:03 Date: 01/19/2016

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
149	01/25/2016	Claims	2	EFT	INTEGRA TELECOM	1,958.76	CH/FD - 01/2016; SR CTR-01/2016
					001 - 518 20 42 00 - COMMUNICATION	1,882.55	
					001 - 571 21 42 00 - COMMUNICATION	76.21	
150	01/25/2016	Claims	2	EFT	US BANK CARDMEMBER SVC	889.25	AWC CITY ACTION DAYS - OTTERNESS; PAPER BAGS FOR EVIDENCE; AWC CITY ACTION DAYS - MATSON; AWC CITY ACTION DAYS-OTTERNESS; GO TO MY PC - 01/2016; PD FUEL, PD SHIPPING-BONSEN; SCHOOL ADVISORY WORKSHOP-C
					001 - 511 60 43 00 - TRAVEL	303.94	
					001 - 513 10 43 01 - TRAVEL	290.74	
					001 - 513 10 49 01 - MISCELLANEOUS	150.00	
					001 - 514 23 42 00 - COMMUNICATIONS	6.45	
					001 - 514 30 42 00 - COMMUNICATIONS	6.45	
					001 - 521 10 41 00 - PROFESSIONAL SERVICES	54.98	
					001 - 521 10 43 00 - TRAVEL	15.42	
					001 - 521 22 31 00 - SUPPLIES	33.93	
					001 - 521 22 32 00 - FUEL	27.34	FUEL
151	01/25/2016	Claims	2	91691	AMERICAN EXPRESS CREDIT CARD	405.25	BIAS RALLY REGISTRATION-BISCONER; INTEREST - 01/2016
					001 - 514 23 49 00 - MISCELLANEOUS	400.00	
					001 - 514 23 49 00 - MISCELLANEOUS	2.63	
					001 - 514 30 49 00 - MISCELLANEOUS	2.62	
152	01/25/2016	Claims	2	91692	AMERICAN WATER WORKS ASSN	355.00	AWWA MEMBERSHIP DUES 03/01/2016- 02/28/2017
					401 - 534 50 49 00 - MISCELLANEOUS	355.00	
153	01/25/2016	Claims	2	91693	ASSOCIATION OF WA CITIES	3,879.00	2016 MEMBERSHIP FEE
					001 - 511 60 49 00 - MISCELLANEOUS	3,879.00	
154	01/25/2016	Claims	2	91694	ATTORNEY & NOTARY SUPPLY OF WA	135.13	NOTARY RENEWAL - BISCONER
					001 - 514 23 31 00 - SUPPLIES	55.13	
					001 - 514 23 49 00 - MISCELLANEOUS	80.00	
155	01/25/2016	Claims	2	91695	BIAS SOFTWARE	10,532.02	2016 ANNUAL SUPPORT
					120 - 594 13 64 20 - MACHINERY & EQUIPMEN	10,532.02	
156	01/25/2016	Claims	2	91696	RYAN BONSEN	800.00	UNIFORM ALLOWANCE
					001 - 521 22 21 00 - UNIFORMS & EQUIPMENT	800.00	
157	01/25/2016	Claims	2	91697	CAREY MOTORS	27.00	VEHICLE SERVICE #12-LOF, TIRE ROTATION
					001 - 521 22 48 00 - REPAIRS & MAINTENANCE	27.00	
158	01/25/2016	Claims	2	91698	CINTAS CORP #605	221.71	CH MOP & MAT SVC; SR CTR MOP & MAT SVC
					001 - 518 31 45 00 - OPERATING RENTALS & LI	113.16	
					001 - 571 21 45 00 - OPERATING RENTALS & LI	108.55	
159	01/25/2016	Claims	2	91699	ERICK MICHAEL DELP	800.00	UNIFORM ALLOWANCE
					001 - 521 22 21 00 - UNIFORMS & EQUIPMENT	800.00	
160	01/25/2016	Claims	2	91700	DIVCO INC	208.63	HVAC MAINTENANCE - 01/2016 - 03/2016
					001 - 518 20 48 00 - REPAIRS & MAINTENANCE	208.63	
161	01/25/2016	Claims	2	91701	GAP AUTO PARTS	48.11	GLOBAL 50/50, CARGO METAL SEAL, PREM PROFILE BLADES

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			001 - 518 20 31 00 -		SUPPLIES	48.11	
162	01/25/2016	Claims	2	91702	GE CAPITAL	419.25	KYOCERA TASKALFA 6500-02/2016
			001 - 511 60 45 00 -		OPERATING RENTALS & LI	10.91	
			001 - 513 10 45 00 -		OPERATING RENTALS & LI	29.76	
			001 - 514 23 45 00 -		OPERATING RENTALS & LI	91.66	
			001 - 514 30 45 00 -		OPERATING RENTALS & LI	53.81	
			001 - 521 10 45 00 -		OPERATING LEASES & RE	6.58	
			001 - 524 20 45 00 -		OPERATING RENTALS & LI	21.87	
			401 - 534 50 45 00 -		OPERATING RENTALS & LI	48.15	
			403 - 535 50 45 00 -		OPERATING RENTALS & LI	48.14	
			402 - 537 50 45 00 -		OPERATING RENTALS & LI	48.15	
			101 - 543 30 45 00 -		OPERATING RENTALS & LI	48.14	
			001 - 558 60 45 00 -		OPERATING RENTALS & LI	7.44	
			001 - 576 80 45 00 -		OPERATING RENTALS & LI	4.64	
163	01/25/2016	Claims	2	91703	JON HARDY	150.00	Refund Utility Deposit
			414 - 586 00 04 14 -		DEPOSIT REFUND	150.00	Refund Utility Deposit
164	01/25/2016	Claims	2	91704	JARED S HUNT	800.00	UNIFORM ALLOWANCE
			001 - 521 22 21 00 -		UNIFORMS & EQUIPMENT	800.00	
165	01/25/2016	Claims	2	91705	SHAWN R JAMES	800.00	UNIFORM ALLOWANCE
			001 - 521 22 21 00 -		UNIFORMS & EQUIPMENT	800.00	
166	01/25/2016	Claims	2	91706	RUDY M JIMENEZ	800.00	UNIFORM ALLOWANCE
			001 - 521 22 21 00 -		UNIFORMS & EQUIPMENT	800.00	
167	01/25/2016	Claims	2	91707	JOHNSON'S AUTO GLASS	43.23	VEHICLE SERVICE #24-WINDSHIELD REPAIR
			001 - 521 21 48 00 -		REPAIRS & MAINTENANCE	43.23	
168	01/25/2016	Claims	2	91708	CHASE KELLOGG	800.00	UNIFORM ALLOWANCE
			001 - 521 22 21 00 -		UNIFORMS & EQUIPMENT	800.00	
169	01/25/2016	Claims	2	91709	ALBA L LEVESQUE	800.00	UNIFORM ALLOWANCE
			001 - 521 22 21 00 -		UNIFORMS & EQUIPMENT	800.00	
170	01/25/2016	Claims	2	91710	LOWES COMPANY INC	193.92	LNX PEX/ CPVC, UTILITY EXT, RAGS; PROPANE CYLINDER, TRIGGER STAR, LED FLASHLIGHT
			403 - 535 50 31 00 -		SUPPLIES	89.52	
			403 - 535 50 31 00 -		SUPPLIES	104.40	
171	01/25/2016	Claims	2	91711	STACE J MCKINLEY	800.00	UNIFORM ALLOWANCE
			001 - 521 22 21 00 -		UNIFORMS & EQUIPMENT	800.00	
172	01/25/2016	Claims	2	91712	MORTONS SUPPLY	137.96	FROSTEX HEAT CABLES AND PLUG, SNOW PUSHER
			403 - 535 50 31 00 -		SUPPLIES	137.96	
173	01/25/2016	Claims	2	91713	OFFICE DEPOT	87.38	PD OFFICE SUPPLIES-USB, BATTERY, WIRELESS MOUSE/KEYBOARD
			001 - 521 21 31 00 -		SUPPLIES	36.79	WIRELES MOUSE/KEYBOARD
			001 - 528 80 31 00 -		OFFICE & OPERATING SUP	50.59	
174	01/25/2016	Claims	2	91714	OFFICE DEPOT	204.56	TAX FORMS & FILE FOLDERS
			001 - 514 23 31 00 -		SUPPLIES	204.56	
175	01/25/2016	Claims	2	91715	OFFICE SOLUTIONS NORTHWEST	178.28	PAPER, ENVELOPES PENS ETC
			001 - 511 60 31 01 -		SUPPLIES	2.37	
			001 - 513 10 31 00 -		SUPPLIES	7.61	
			001 - 514 23 31 00 -		SUPPLIES	24.50	
			001 - 514 30 31 00 -		SUPPLIES	79.72	
			001 - 521 10 31 00 -		SUPPLIES	1.99	
			001 - 524 20 31 00 -		SUPPLIES	5.57	

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			401 - 534 50 31 00		SUPPLIES	13.70	
			403 - 535 50 31 00		SUPPLIES	13.70	
			402 - 537 50 31 00		SUPPLIES	13.70	
			101 - 543 30 31 00		SUPPLIES	13.70	
			001 - 558 60 31 00		SUPPLIES	1.20	
			001 - 576 80 31 00		SUPPLIES	0.52	
176	01/25/2016	Claims	2	91716	RODNEY G OTTERNESS	162.00	WCIA BOARD MEETING
			001 - 513 10 43 01		TRAVEL	162.00	
177	01/25/2016	Claims	2	91717	REPUBLIC PUBLISHING CO	166.80	PD NEWSPAPER 2016
			001 - 521 22 31 00		SUPPLIES	166.80	
178	01/25/2016	Claims	2	91718	HECTOR A RIVERA	800.00	UNIFORM ALLOWANCE
			001 - 521 22 21 00		UNIFORMS & EQUIPMENT	800.00	
179	01/25/2016	Claims	2	91719	PAT RODRIGUEZ	286.56	SHIFT COVERAGE - CITY OF WAPATO
			001 - 521 22 12 00		OVERTIME	286.56	
180	01/25/2016	Claims	2	91720	ERIKA ROGERS	50.89	DEPOSIT REFUND
			414 - 586 00 04 14		DEPOSIT REFUND	50.89	
181	01/25/2016	Claims	2	91721	CURTIS J SANTUCCI	800.00	UNIFORM ALLOWANCE
			001 - 521 22 21 00		UNIFORMS & EQUIPMENT	800.00	
182	01/25/2016	Claims	2	91722	SOUTH CENTRAL WA MUNICIPAL	100.00	2016 MEMBERSHIP - CLIFTON/BISCONER
			001 - 514 30 49 00		MISCELLANEOUS	100.00	
183	01/25/2016	Claims	2	91723	SPECTRUM BUSINESS	214.98	CH INTERNET SVC - 01/2016
			001 - 511 60 42 01		COMMUNICATION	19.56	
			001 - 513 10 42 01		COMMUNICATION	19.56	
			001 - 514 23 42 00		COMMUNICATIONS	19.56	
			001 - 514 30 42 00		COMMUNICATIONS	19.56	
			001 - 524 20 42 00		COMMUNICATION	19.56	
			401 - 534 50 42 00		COMMUNICATION	19.56	
			403 - 535 50 42 00		COMMUNICATION	19.56	
			402 - 537 50 42 00		COMMUNICATION	19.56	
			101 - 542 30 42 00		COMMUNICATIONS	19.56	
			001 - 558 60 42 00		COMMUNICATION	19.56	
			001 - 576 80 42 00		COMMUNICATION	19.38	
184	01/25/2016	Claims	2	91724	PATRICK THOMPSON	800.00	UNIFORM ALLOWANCE
			001 - 521 22 21 00		UNIFORMS & EQUIPMENT	800.00	
185	01/25/2016	Claims	2	91725	TRUE LAW GROUP, PS	1,070.00	PUBLIC DEFENDER
			001 - 515 20 41 03		PROF SERVICES-CONFLIC	1,070.00	
186	01/25/2016	Claims	2	91726	ERIC B TURLEY	800.00	UNIFORM ALLOWANCE
			001 - 521 22 21 00		UNIFORMS & EQUIPMENT	800.00	
187	01/25/2016	Claims	2	91727	U-HAUL MOVING & STORAGE	533.75	CH STORAGE - 01/2016
			001 - 594 18 45 00		OPERATING RENTALS & LI	533.75	
188	01/25/2016	Claims	2	91728	UNITED STATES POSTAL SERVICE	310.00	PO BOX SVC FEE - 2016
			001 - 511 60 42 01		COMMUNICATION	31.00	
			001 - 513 10 42 01		COMMUNICATION	31.00	
			001 - 514 23 42 00		COMMUNICATIONS	31.00	
			001 - 514 30 42 00		COMMUNICATIONS	31.00	
			001 - 524 20 42 00		COMMUNICATION	31.00	
			401 - 534 50 42 00		COMMUNICATION	31.00	
			403 - 535 50 42 00		COMMUNICATION	31.00	
			402 - 537 50 42 00		COMMUNICATION	31.00	
			101 - 543 30 42 00		COMMUNICATION	31.00	

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			001 - 576 80 42 00 -		COMMUNICATION	31.00	
189	01/25/2016	Claims	2	91729	UNUM LIFE INSURANCE	92.40	LEOFF 1 LONG TERM CARE - 01/2016
			001 - 521 10 22 00 -		LEOFF 1 BENEFITS	92.40	
190	01/25/2016	Claims	2	91730	JOSEPH VANICEK	800.00	UNIFORM ALLOWANCE
			001 - 521 22 21 00 -		UNIFORMS & EQUIPMENT	800.00	
191	01/25/2016	Claims	2	91731	WA ASSOC OF BUILDING OFFICIALS	115.00	2016 MEMBERSHIP RENEWAL; 2016 WINTER COMMITTEE MEETING
			001 - 524 20 49 00 -		MISCELLANEOUS	47.50	
			001 - 524 20 49 00 -		MISCELLANEOUS	10.00	
			001 - 558 60 49 00 -		MISCELLANEOUS	47.50	
			001 - 558 60 49 00 -		MISCELLANEOUS	10.00	
192	01/25/2016	Claims	2	91732	WA CITIES INS. AUTHORITY	194,801.00	2016 LIABILITY ASSESSMENT
			001 - 511 60 46 01 -		INSURANCE	3,700.00	
			001 - 513 10 46 00 -		INSURANCE	4,000.00	
			001 - 514 23 46 00 -		INSURANCE	6,538.00	
			001 - 514 30 46 00 -		INSURANCE	6,538.00	
			001 - 518 31 46 00 -		INSURANCE	1,525.00	
			001 - 521 10 46 00 -		INSURANCE	35,000.00	
			001 - 524 20 46 00 -		INSURANCE	3,870.00	
			401 - 534 50 46 00 -		INSURANCE	36,000.00	
			403 - 535 50 46 00 -		INSURANCE	40,000.00	
			402 - 537 50 46 00 -		INSURANCE	28,000.00	
			101 - 543 30 46 00 -		INSURANCE	19,000.00	
			001 - 558 60 46 00 -		INSURANCE	1,913.00	
			001 - 576 80 46 00 -		INSURANCE	8,717.00	
193	01/25/2016	Claims	2	91733	WA FINANCE OFFICERS ASSN	100.00	2016 MEMBERSHIP-CLIFTN/BISCONER
			001 - 514 23 49 00 -		MISCELLANEOUS	100.00	
194	01/25/2016	Claims	2	91734	WA HOMICIDE INV ASSOC	300.00	HOMICIDE INVESTIGATORS ASSOCIATION CONFERENCE-JAMES
			001 - 521 40 49 00 -		MISCELLANEOUS	300.00	
195	01/25/2016	Claims	2	91735	WA STATE ASSOC OF PERMIT TECHS	35.00	2016 MEMBERSHIP- VALLE
			001 - 524 20 49 00 -		MISCELLANEOUS	17.50	
			001 - 558 60 49 00 -		MISCELLANEOUS	17.50	
196	01/25/2016	Claims	2	91736	WA STATE DEPT OF ENTERPRISE SVC	400.00	ADMINISTRATIVE FEE 2016
			001 - 521 10 51 00 -		INTERGOVERNMENTAL PF	400.00	
197	01/25/2016	Claims	2	91737	TERRYL D WAY	800.00	UNIFORM ALLOWANCE
			001 - 521 22 21 00 -		UNIFORMS & EQUIPMENT	800.00	
198	01/25/2016	Claims	2	91738	YAKIMA CO DEVELOPMENT ASSN	1,300.00	2016 NEW VISION 7 PLEDGE
			001 - 511 60 49 03 -		NEW VISION	1,300.00	
199	01/25/2016	Claims	2	91739	YAKIMA CO DISTRICT COURT	22,225.50	MUNICIPAL COURT OPERATION - 01/2016
			001 - 512 50 51 01 -		INTERGOVERNMENTAL PF	22,225.50	
200	01/25/2016	Claims	2	91740	YAKIMA REG.CLEAN AIR AUTHORITY	2,456.00	2016 PRO RATA SHARE
			001 - 553 70 51 00 -		POLLUTION CONTROL	2,456.00	

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
201	01/25/2016	Claims	2	91741	YAKIMA VALLEY OFFICE OF	6,895.00	2016 LOCAL ASSESSMENT
					001 - 525 60 51 00 - EMERGENCY MANAGEMEN	6,895.00	
202	01/25/2016	Claims	2	91742	YAKIMA VALLEY TOURISM	4,500.00	2016 YAKIMA VALLEY MAP; TOURISM ADVERTISING - 01-02/2016
					108 - 557 30 31 08 - OFFICE & OPERATING SUP	300.00	
					108 - 557 30 44 08 - ADVERTISING	4,200.00	
203	01/25/2016	Claims	2	91743	LAW OFFICES OF MARGITA DORNAY	7,083.33	PROSECUTING ATTORNEY - 01/2016
					001 - 515 20 41 02 - PROF SERVICES - PROS. AT	7,083.33	
204	01/25/2016	Claims	2	91744	NEOFUNDS BY NEOPOST	1,000.00	POSTAGE - 01/2015
					001 - 513 10 42 01 - COMMUNICATION	2.84	
					001 - 514 23 42 00 - COMMUNICATIONS	166.49	
					001 - 514 30 42 00 - COMMUNICATIONS	164.11	
					001 - 521 10 42 00 - COMMUNICATION	51.36	
					001 - 524 20 42 00 - COMMUNICATION	90.01	
					401 - 534 50 42 00 - COMMUNICATION	130.43	
					403 - 535 50 42 00 - COMMUNICATION	130.43	
					402 - 537 50 42 00 - COMMUNICATION	130.43	
					101 - 543 30 42 00 - COMMUNICATION	130.43	
					001 - 571 21 42 00 - COMMUNICATION	3.47	
205	01/25/2016	Claims	2	91745	UNITED STATES POSTMASTER	814.83	UB POSTAGE - 01/2016
					401 - 534 50 42 00 - COMMUNICATION	271.61	
					403 - 535 50 42 00 - COMMUNICATION	271.61	
					402 - 537 50 42 00 - COMMUNICATION	271.61	
					511 Legislative	11,702.78	
					512 Judicial	22,225.50	
					513 Executive	4,693.51	
					514 Finance	15,249.00	
					515 Legal Services	8,153.33	
					521 Law Enforcement	47,794.97	
					522 Fire Control	6,895.00	
					576 Park Facilities	18,867.43	
					001 Current Expense Fund	135,581.52	
					542 Streets - Maintenance	19.56	
					543 Streets Admin & Overhead	19,223.27	
					101 Street Fund	19,242.83	
					514 Finance	4,500.00	
					108 Tourism Promotion Area Fund	4,500.00	
					514 Finance	10,532.02	
					120 City Hall Equipment Reserve Fund	10,532.02	
					534 Water Utilities	36,869.45	
					401 Water Fund	36,869.45	
					537 Garbage & Solid Waste Utilitys	28,514.45	
					402 Garbage Fund	28,514.45	
					535 Sewer	40,846.32	
					403 Sewer Fund	40,846.32	

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			580		Non Expenditures	200.89	
			414		Water Deposits	200.89	
						<hr/>	Claims: 276,287.48
						7.48	

CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described and that the claim is a due and unpaid obligation against the City of Union Gap, and that I am authorized to authenticate and certify to said claim.

Certified By: _____ Date: _____