

# UNION GAP CITY COUNCIL

## **\*\*AMENDED REGULAR MEETING AGENDA\*\***

**TUESDAY NOVEMBER 12, 2019 – 6:00 P.M.**

**CITY HALL, 102 W. AHTANUM ROAD, 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 October 28, 2019 as attached to the Agenda and maintained in electronic format

#### *B. Approve Vouchers:*

Payroll Vouchers – EFT's, and Voucher Nos. 100230 through 100237 for November 12, 2019, in the amount of \$414,340.73

Claims Vouchers – EFT's, and Voucher Nos. 100228 through 100229 and Voucher Nos. 100238 through 100314 for November 12, 2019, in the amount of \$419,746.83

### **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**

#### **Employee Recognition**

- Police Sergeant Chase Kellogg
- Police Officer Alba Levesque

## **Public Hearing**

2020 Preliminary Budget

## **Finance & Administration**

1. Ordinance No. - \_\_\_\_\_ - Business Licensing Partnership With Washington State
2. Ordinance No. - \_\_\_\_\_ - Creating Fund 111 – Library and Community Center Fund
3. Resolution No. - \_\_\_\_\_ - 2020 Library Services Contract

## **Public Works & Community Development**

1. Resolution No. - \_\_\_\_\_ - Union Gap Library and Community Center - Washington State Department of Commerce Grant
2. Resolution No. - \_\_\_\_\_ - Agreement for Services – CWA Consultants
3. Resolution No. - \_\_\_\_\_ - WA State Department of Ecology Agreement - Biennial Stormwater Capacity Grant
4. Resolution No. - \_\_\_\_\_ - Yakima County Agreement to Enter Landowner's Property; Flood Water Management
5. Resolution No. - \_\_\_\_\_ - 2020 Land Use Planning/GIS Analyst Services Contract -Yakima Valley Conference of Governments

## **Police Department**

Resolution No. - \_\_\_\_\_ - Proposal for Services - Daigle Law Group

**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**

**\*\* IX. RECESS TO 15 – MINUTE EXECUTIVE SESSION:**

To discuss real estate transactions, pursuant to to RCW 42.30.110(b). The Council **May Be** taking action afterward

**X. ADJOURN REGULAR MEETING**



## City Council Communication

**Meeting Date:** November 12, 2019

**From:** Gregory Cobb, Chief of Police

**Topic / Issue:** Employee Recognition

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**SYNOPSIS:** The City recognizes the years of service for Police Sergeant Chase Kellogg and Police Officer Alba Levesque.

**RECOMMENDATION:** Present plaques in recognition of the employee's years of service with the City of Union Gap.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:**

- Sergeant Kellogg – 23 Years of Service
- Officer Levesque – 20 Years of Service

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** N/A





## City Council Communication

**Meeting Date:** November 12, 2019  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Public Hearing – 2020 Preliminary Budget

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**SYNOPSIS:** Statute requires that a public hearing be held regarding the preliminary budget for the following year.

**RECOMMENDATION:** Conduct a public hearing regarding the 2020 preliminary budget.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A


**ATTACHMENTS:** Public Hearing Notice

**UNION GAP CITY COUNCIL  
NOTICE OF BUDGET HEARING  
CITY OF UNION GAP, WASHINGTON**

**NOTICE IS HEREBY GIVEN** that a public hearing will be held on the 2019 Preliminary Budget on Tuesday, November 12, 2019, at 6:00 p.m. in the City Hall Council Chambers, located at 102 W. Ahtanum Rd., Union Gap, Washington.

Citizens attending the hearing will have the right to provide written and oral comments concerning the budget. Comments may also be submitted to the City Clerk at [Karen.Clifton@uniongapwa.gov](mailto:Karen.Clifton@uniongapwa.gov) or by mail to P. O. Box 3008, Union Gap, Washington 98903 prior to 5:00 p.m. on November 12, 2019.

DATED this 24th day of November, 2019.

  
Karen Clifton, City Clerk



## City Council Communication

**Meeting Date:** November 12, 2019  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Ordinance – Business Licensing Partnership With Washington State

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**SYNOPSIS:** Washington State provides a centralized business licensing service, which is administered by the Department of Revenue. Municipalities are now required to begin using this service by June 30, 2020; therefore the City of Union Gap needs to partner with Washington State for these services.

**RECOMMENDATION:** Adopt an ordinance authorizing the City Manager to undertake all necessary and appropriate steps to accomplish a business licensing partnership with Washington State Department of Revenue.

**LEGAL REVIEW:** The City Attorney has reviewed this ordinance.

**FINANCIAL REVIEW:** This will not cost the City anything, however, businesses will

**BACKGROUND INFORMATION:** The Finance and Administration Department is working closely with the Department of Revenue to transfer the business license services from the City to the State. This transfer should be completed by May, 2020. This was discussed on October 22, 2018, when the City's business license policy was updated to align with the State – required language.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Ordinance
2. Business License Report to Council

**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE DIRECTING PARTNERSHIP BETWEEN THE CITY OF UNION GAP AND BUSINESS LICENSING SERVICE FOR ADMINISTRATION OF THE CITY OF UNION GAP'S BUSINESS LICENSING.**

**WHEREAS**, Washington State law, chapter 19.02 RCW, provides for a centralized, "one-stop" process for business licensing known as the Business Licensing Service, administered by the Washington State Department of Revenue; and

**WHEREAS**, the Business Licensing Service provides a proven, value-added, and administrative cost saving service to local municipalities of Washington State in the administration of their business licensing activities, free of cost to the municipalities; and

**WHEREAS**, municipalities benefitting from partnership with the Business Licensing Service commonly also experience enhanced regulatory coverage within their jurisdiction without needing to expend additional local resources, and so are able to provide superior customer service to both their business community and constituent citizenry; and

**WHEREAS**, even when administered through the Business Licensing Service, municipalities retain full, lawful authority and control over their respective business licensing regulation; and

**WHEREAS**, the Washington State Legislature, through enacted legislation, 2017 EHB 2005, codified as chapter 35.090 RCW, has set terms for municipalities to connect to the Business Licensing Service in the administration of their business licensing activities; and

**WHEREAS**, the City Council has considered this matter during a regularly and duly called public meeting of said Council, has given careful review and consideration to the matter, and having passed this ordinance;

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

**Section 1:** The City Manager is directed and authorized to undertake all necessary and appropriate steps to accomplish a business licensing partnership between the City of Union Gap and the Business Licensing Service in accordance with state law and coordination provided by the Business Licensing Service.

**Section 2:** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason declared or held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

**Section 3:** Section 1 of this ordinance shall immediately take effect and be in full force in the manner provided by law.

**ORDAINED** this 12th day of November 2019.

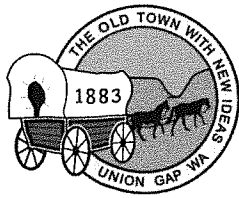
\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney



CITY OF  
**UNION GAP**  
1883

## **BUSINESS LICENSING REPORT TO COUNCIL**

DATE: November 12, 2019

To: City Council

From: Karen Clifton, Director of Finance and Administration

RE: Business licensing agreement with Washington State Department of Revenue

### **Summary:**

City staff are considering a combined licensing service agreement with the state Department of Revenue (Revenue) Business Licensing Service (BLS). The City currently manages its general city business license through the Finance and Administration Department. BLS is a clerical services clearinghouse that handles application and renewal processing and payments in a simplified process for business. BLS' services, system access, configuration, and maintenance are provided free to the city.

### **Background:**

In 1977, lawmakers passed the Business License Center Act (Chapter 19.02 RCW) to streamline and combine into a one-stop process the application and renewal of the state licenses most commonly held by businesses. Since 1997, the service has included local business licensing in the process. Since 2011, the Business Licensing Service operates as a Revenue work unit. It is the one-stop clearing house for state and local business licensing, offering nearly 600 license "endorsements" from more than 25 state agency licensing programs and more than 80 cities.

In March 2019, BLS completed its tax and licensing systems replacement to be even more responsive to both business and city needs. The web-based system interface provides real-time updates to license account information and on-demand access to complete state tax and local license data. The user-friendly online portal for licensing is accessible to city staff once the secure access is approved. State tax and licensing reporting are available via the same portal.

### **State requirement for licensing partnership**

Engrossed House Bill 2005 passed unanimously in 2017. The bill, now codified as Chapter 35.90 RCW, requires any city with a general business license, to participate with either BLS' combined, state and local licensing service, or a separate, local-only, tax and licensing service known as FileLocal. The legislation has specific deadlines. If a City does not complete partnership with BLS by December 2022, or FileLocal by June 30, 2020, it may no longer require its business licenses after December 2022.

### **BLS benefits to business:**

- One-stop online business licensing for hundreds of state and city license types
- Intuitive licensing "wizard" for new applicants
- Fast online application and renewal
- Multiple payment options, including "e-check" with no payment processing fee.
- City limits locator (GIS) to ensure licensing with the appropriate city or cities
- On-demand license printing
- No trip to city hall
- Toll-free and online customer service

The service is provided at no charge to all local governments. Regulating partners receive 100 percent of their license fees collected through BLS. Funding for BLS operations is produced by *businesses* paying:

- A \$19 per-application handling fee, regardless of the number of individual state and/or local licenses being requested at one time; including the state tax registration and other, *required* state and local licenses. The city's license application processing is included in that same \$19.
- An \$11 annual renewal processing fee per business location account. The handling fee is limited to one \$11 fee charged per business location per year\*, whether the business has one license endorsement renewing at the location or 100.

*\*By synchronizing expirations, a business may initially file a prorated renewal resulting in more than one filing in a 12-month period; only one \$11 fee is charged yearly, however.*

All businesses already experience the \$19 fee when they file their initial or subsequent application(s), and many also already hold state and/or local licenses requiring an annual, making it a familiar, cost-effective, and streamlined process for businesses working in Washington State.

### **BLS benefits to the City**

#### Reduced Cost:

- BLS staff process all applications and renewals
- BLS prints and mails all necessary notices, renewals, and licenses
- BLS provides fully-staffed customer service during business hours via phone (toll free), email, live chat, and regular mail
- BLS online services available 24 X 7
- BLS provides ancillary services, such as dishonored payment collection.

#### Enhanced Governmental Services

- City retains full local regulatory control and authority
- Reduced city staff time for clerical activities; cities can increase regulatory and customer service emphasis with existing staff
- Increased compliance increasing licensing revenue; city receives 100% of its licensing fees collected by BLS
- On-Demand reporting; also configurable for import into third-party systems, such as utilities, local tax, and other databases.

### **Analysis**

The city has agreed in principle to join BLS to comply with Chapter 35.90 RCW. BLS agrees to prioritize the city for partnership and will include our city in annual progress updates to lawmakers. If the plan changes, Revenue must provide a minimum 30-day notice to the city and provide an updated partnership plan by year-end to lawmakers and stakeholders.

The purpose of the agreement is to establish the terms under which Revenue's BLS work unit acts as the City's agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to the City's general business licensing activities. The City retains all power and authority over its business licensing and other regulatory activities except as expressly delegated in this agreement.

### **Recommendation**

Council should approve staff's plan to complete the service agreement and establish a timeline for implementation of the BLS partnership.



## City Council Communication

**Meeting Date:** November 12, 2019  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Ordinance – Creating Fund 111 – Library and Community Center Fund

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**SYNOPSIS:** The City of Union Gap has received a grant from the Washington State Department of Commerce to build a Library and Community Center. It is necessary to create a Library and Community Center fund to hold funds received from the grant and for revenues and expenditures to build and operate the Library and Community Center facility.

**RECOMMENDATION:** Adopt an ordinance creating Fund 111 - Library and Community Center Fund, to be used for revenues and expenditures relating to the Library and Community Center.

**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** creating fund number 111 – Library and Community Center Fund.

**WHEREAS**, the City of Union Gap has received a grant from the Washington State Department of Commerce to build a Library and Community Center; and

**WHEREAS**, it is necessary to create a Library and Community Center fund to hold funds received from the grant and for revenues and expenditures to build and operate the Library and Community Center facility; and

**WHEREAS**, this new Library and Community Center fund will allow the City to allocate and hold funds specifically for a new Library and Community Center;

**WHEREAS**, this new fund will also allow for expenditures to be made from the fund and to receive any future revenues relating to the Library and Community Center;

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

**Section 1.** A new fund 111 – Library and Community Center Fund is established to hold funds for the Library and Community Center and also allow for receipt of future revenues and expenditures to be made from the fund.

**ORDAINED** this 12th day of November 2019.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney



## City Council Communication

**Meeting Date:** November 12, 2019  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Resolution –2020 Library Services Contract

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**SYNOPSIS:** The Yakima Valley Libraries contract for library services needs to be approved for 2020. Their non-resident service fee will remain the same as 2019 at \$78.00 per active family.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign a contract with Yakima Valley Libraries for 2020 non-residential library services.

**LEGAL REVIEW:** The City Attorney has reviewed the resolution.

**FINANCIAL REVIEW:** The 2020 contract will be \$30,030 (385 active families at \$78 per family).

**BACKGROUND INFORMATION:** There are 385 Union Gap families currently enrolled in the library system.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. 2020 Contract
3. Letter from Library

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** authorizing the City Manager to sign a contract with Yakima Valley Libraries for 2020 Non-Resident Library Services for Citizens of Union Gap.

**WHEREAS**, the Council realizes the importance of library services to the citizens of Union Gap;

**WHEREAS**, the Yakima Valley Libraries has agreed to provide non-resident library service to the City;

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

That the City Manager is authorized to sign a contract with Yakima Valley Libraries to provide 2020 non-resident library services to the citizens of Union Gap.

**PASSED** this 12th day of November, 2019.

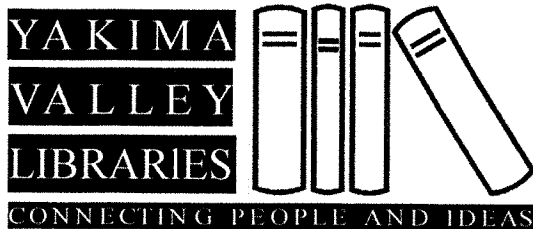
\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney



Administration  
102 N. 3<sup>rd</sup> St. • Yakima, WA 98901 • 509.452.8541

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**Contract for Non Resident Services for Citizens of Union Gap**

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of November, 2019, by Yakima Rural County Library District of Yakima County also known as Yakima Valley Libraries, hereinafter called Library, as authorized by the Board of Trustees, and the City of Union Gap, Washington, hereinafter called City.

**WITNESSETH:**

The Library agrees to offer access to library services at any and all locations to the District to the City on behalf of the residents of the City of Union Gap. The City agrees to pay a reduced annual non-resident fee of \$78 for an estimated 385 active Library family users. These families are entitled to the same privileges with regard to the said Library as are had by the residents of the Library District already receiving library services as established under the Revised Code of Washington (RCW) 27.12.

This contract is to continue in full force and effect until the 31<sup>st</sup> day of December 2020, and is to be reviewed annually in September of the current year to determine current active families and current non-resident fee for the up and coming year. Either of the parties may cancel this contract by giving written notice of the cancellation to the other party at least sixty (60) days prior to the end of the fiscal year, which said cancellation shall become effective at the commencement of the succeeding year.

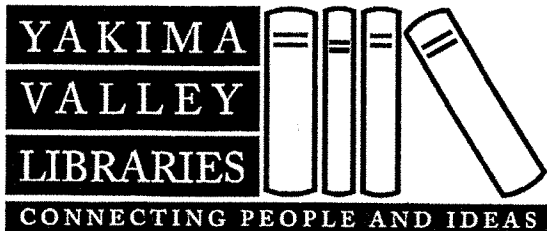
IN WITNESS WHEREOF said parties have hereto set their hands this 12<sup>th</sup> day of November, 2019.

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Yakima Valley Libraries

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City of Union Gap



**Administration**

102 N. 3<sup>rd</sup> St. • Yakima, WA 98901 • 509.452.8541

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October 1, 2019

City of Union Gap  
P.O. Box 3008  
Union Gap, WA 98903

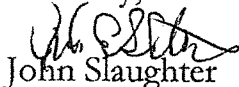
*Subject: 2020 Contract Amount for Library Services*

For the past six years, Yakima Valley Libraries has provided library services to the families of Union Gap based on a reduced non-resident fee for the estimated (2018) 385 families previously served by the Union Gap Community Library. Each year the Library District reviews the non-resident policy and based on a prescribed formula establishes the fee for Union Gap for the upcoming year.

This year marks a special occasion with the upcoming vote for annexation into the library district in November. In honor of this occasion Yakima Valley Libraries will not be increasing our contract for libraries services fee to the City of Union Gap. The rate for library for services in 2020 will remain the same as 2019 at \$30,030.00 annually. A contract to renew services for fiscal year 2020 is attached for your review.

We look forward to continued partnership in the new year. Please do not hesitate to contact me if you have any questions. I can be reached by phone at 575-3415 or email [jslaughter@yvl.org](mailto:jslaughter@yvl.org).

Sincerely,



John Slaughter  
Business Services Director

cc: Kim Hixson, Director



## City Council Communication

**Meeting Date:** November 12, 2019  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Resolution – Union Gap Library and Community Center - Washington State Department of Commerce Grant

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**SYNOPSIS:** The Washington State Legislature has made an appropriation to support the Union Gap Library & Community Center Capital Improvement Program, and directed Washington State Department of Commerce to administer those funds to the City of Union Gap.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign Grant Number 20-96511-008 an agreement with the Washington State Department of Commerce.

**LEGAL REVIEW:** The City Attorney has reviewed the contract and resolution.

**FINANCIAL REVIEW:** Funding for this contract is included in the 2020 Budget (fund number 111 – Library and Community Center Fund).

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. Washington State Department of Commerce; Grant Number 20-96511-008

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

A **RESOLUTION** authorizing the City Manager to sign an agreement with the Washington State Department of Commerce to support the Union Gap Library and Community Center Capital Improvement Program.

**WHEREAS**, the City has determined that a need exists for a Library and Community Center Capital Improvement Program; and

**WHEREAS**, the Washington State Legislature has made an appropriation to support the Library Capital Improvement Program and directed Washington State Department of Commerce to administer those funds; and

**WHEREAS**, the Washington State Department of Commerce, and the City, acknowledge and accept the terms of this grant and attachments and wish to execute this grant on the date below.

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

The City Manager is authorized to sign grant number: 20-96511-008, an agreement with the Washington State Department of Commerce to support the Union Gap Library and Community Center Capital Improvement Program.

**PASSED** this 12<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney



# Department of Commerce

**Grant to**

Union Gap City Of

through

The Library Capital Improvement Program

**For**

Union Gap Library & Community Center

**Start date:** 07/01/2019



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# FACE SHEET

Grant Number: 20-96511-008

Project Name: Union Gap Library & Community Center

Washington State Department of Commerce  
Local Government Division  
Community Assistance and Research Unit

<b>1. GRANTEE</b>  Union Gap City Of PO BOX 3008 UNION GAP, WA 98903-0008		<b>2. GRANTEE Doing Business As (optional)</b> N/A	
<b>3. GRANTEE Representative</b> Dennis Henne, Public Works Director (509) 248-0432 ugpwdirector@cityofuniongap.com		<b>4. COMMERCE Representative</b> Cathy Brockmann, Program Manager PO Box 42525, Olympia, WA 98504 (360) 725-3175 Cathy.Brockmann@commerce.wa.gov	
<b>5. Grant Amount</b> \$1,950,000.00	<b>6. Funding Source</b> Federal: State: X Other: N/A:	<b>7. Start Date</b> 07/01/2019	<b>8. End Date</b> June 30, 2023 (subject to reappropriation)
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency</b> N/A	
<b>CFDA Number</b> N/A			
<b>10. Tax ID #</b> XXXXXXXXXXXXX	<b>11. SWV #</b> SWV0013208-00	<b>12. UBI #</b> 397007410 00	<b>13. DUNS #</b> N/A
<b>14. Grant Purpose</b> The outcome of this performance-based Grant Agreement is to undertake a legislatively approved project that furthers the goals and objectives of the Library Capital Improvement Grant Program as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Certification of the Payment and Reporting of Prevailing Wages, Attachment "C" – Certification of Intent to Enter LEED process.			
<b>FOR GRANTEE</b>  _____ Signature  _____ Print Name  _____ Title  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM</b>  Luke Eaton, Assistant Attorney General  <u>8/15/2019</u> Date	

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## **DECLARATIONS**

### **GRNTEE INFORMATION**

GRANTEE Name:	<b>Union Gap City Of</b>
Grant Number:	<b>20-96511-008</b>
State Wide Vendor Number:	<b>SWV0013208-00</b>

### **PROJECT INFORMATION**

Project Name:	<b>Union Gap Library &amp; Community Center</b>
Project City:	<b>UNION GAP</b>
Project State:	<b>Washington</b>
Project Zip Code:	<b>98903-0008</b>

### **GRANT AGREEMENT INFORMATION**

Grant Amount:	<b>\$1,950,000.00</b>
Appropriation Number:	<b>SHB 1102 Section 1053 (2019 Reg. Session)</b>
Re-appropriation Number (if applicable):	<b>N/A</b>
Grant End Date:	<b>June 30, 2023 (subject to reappropriation)</b>
Biennium:	<b>2019-2021</b>
Biennium Close Date:	<b>June 30, 2021</b>
Earliest Date for Construction	<b>July 1, 2016</b>
Reimbursement:	

### **ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT**

**N/A**

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**SPECIAL TERMS AND CONDITIONS**  
**GENERAL GRANT**  
**STATE FUNDS**

THIS GRANT AGREEMENT, entered into by and between the GRANTEE and COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation to support the Library Capital Improvement Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

**1. GRANT MANAGEMENT**

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

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

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

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed the awarded Grant Amount as shown on the Face Sheet of this Grant Agreement, for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

**3. PREVAILING WAGE LAW**

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

**4. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any



Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant as set forth on the Face Sheet, hereof.

- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

5. **BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

6. **EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

Payments to the Grantee shall be made on a reimbursement basis only. Costs incurred on or after the EARLIEST DATE FOR CONSTRUCTION REIMBURSEMENT as shown on the Declarations page are eligible for reimbursement under this Grant Agreement. The GRANTEE may be reimbursed for the following eligible costs related to the activities identified in the SCOPE OF WORK shown on Attachment A.

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Capitalized equipment;
  - Information technology infrastructure; and
  - Landscaping.
- E. Other costs authorized through the legislation

7. **BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Section 18, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

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

**Duplication of Billed Costs**

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

**Disallowed Costs**

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

**8. SUBCONTRACTOR DATA COLLECTION**

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

**9. CERTIFIED PROJECT COMPLETION REPORT AND FINAL PAYMENT**

The GRANTEE shall complete a Certified Project Completion Report when activities identified in the SCOPE OF WORK shown on Attachment A are complete.

The GRANTEE shall provide the following information to COMMERCE:

- A. A certified statement that the Project, as described in the SCOPE OF WORK shown on Attachment A, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the SCOPE OF WORK shown on Attachment A.
- C. Certification that all costs associated with the Project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Grant work is performed.
- D. A final voucher for the remaining eligible funds, including any required documentation.

The GRANTEE will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the Grant Amount.

#### **10. INSURANCE**

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

**Automobile Liability.** In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the GRANTEE or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Professional Liability, Errors and Omissions Insurance.** The GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

**GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

**11. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Declarations page of this Grant Agreement
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Payment and Reporting of Prevailing Wages
- Attachment C – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

**12. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

**13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

**14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 45 (Recapture provision).

**15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 45 (Recapture Provision).

**16. SIGNAGE, MARKERS AND PUBLICATIONS**

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

**17. HISTORICAL AND CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall complete the requirements of Governor's Executive Order 05-05, where applicable, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 05-05, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

#### **18. REAPPROPRIATION**

- A. The parties hereto understand and agree that any state funds not expended by the BIENNIUM CLOSE DATE listed on the Declarations page will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

#### **19. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**20. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
- I. "Grant Agreement" or "Agreement" means the entire written agreement between COMMERCE and the GRANTEE, including any Attachments, Exhibits, documents, or materials incorporated by reference.

**21. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

**22. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

**23. ALL WRITINGS CONTAINED HEREIN**

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

**24. AMENDMENTS**

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

**25. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35**

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

**26. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**27. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

**28. AUDIT**

**A. General Requirements**

COMMERCE reserves the right to require an audit. If required, GRANTEES are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

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

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to [comacctoffice@commerce.wa.gov](mailto:comacctoffice@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Accounting Services  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.



## **29. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
  2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **30. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

### **31. COPYRIGHT PROVISIONS**

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

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

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

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

### **32. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**33. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

**34. GOVERNING LAW AND VENUE**

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

**35. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims. "Claim" as used in this Grant Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees. GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**36. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Grant Agreement are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

**37. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

**38. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

**39. LICENSING, ACCREDITATION AND REGISTRATION**

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

**40. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative'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 Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

**41. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**42. PAY EQUITY**

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

**43. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508. No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**44. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**45. RECAPTURE**

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

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

**46. RECORDS MAINTENANCE**

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

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

**47. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

**48. RIGHT OF INSPECTION**

The GRANTEE shall provide right of access to its facilities to COMMERCE, 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 Grant.

**49. SAVINGS**

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

**50. SEVERABILITY**

The provisions of this Grant 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 Grant.

**51. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**52. SUBGRANTING/SUBCONTRACTING**

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

**53. SURVIVAL**

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

**54. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

**55. TERMINATION FOR CAUSE**

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

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

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

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

**56. TERMINATION FOR CONVENIENCE**

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

**57. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this

Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

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

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

#### **58. TREATMENT OF ASSETS**

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

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

#### **59. WAIVER**

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

## ATTACHMENT A - SCOPE OF WORK

Funding from this Grant will design and build a new library and community center in Union Gap and will include the following activities:

### Phase 1: Design

- The City will enter into an agreement with an Architect for planning, design, and cultural review activities (March 2020).
- Preparation of bid documents and technical specifications for final bid documents (December 2020).
- Advertise bid and contractor selection (January 2021).

### Phase 2: Construction

- Perform construction architectural tasks (April 2021).

Costs may include, but are not limited to, environmental/cultural review, permits, material testing, as-built data gathering, bid documents, construction and construction management.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 31 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

### CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



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**ATTACHMENT B- CERTIFICATION OF THE PAYMENT AND REPORTING OF  
PREVAILING WAGES**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

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**ATTACHMENT C - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN  
ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS**

**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

**IF EXEMPT: DO NOT SIGN**

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



## City Council Communication

**Meeting Date:** November 12, 2019  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution – Agreement for Services - CWA Consultants

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**SYNOPSIS:** From time to time the City has needs for a Consultant to provide structural and non-structural building plan reviews on residential and commercial building permits. CWA Consultants is qualified, willing and able to provide plan review services meeting the City's needs.

The City entered into an agreement with CWA Consultants in April 2017; CWA has been very receptive and professional to the City's needs.

Services to be performed are on a one year basis, renewed every year during the month of January.

**RECOMMENDATION:** Adopt a resolution authorizing the City Manager to sign an agreement with CWA Consultants of Port Orchard, WA for the following services: structural and non-structural building plan review on residential and commercial building permits.

**LEGAL REVIEW:** City Attorney has reviewed this resolution.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. CWA Consultants; Agreement for Services

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

A **RESOLUTION** authorizing the City Manager to sign an agreement with CWA Consultants of Port Orchard, WA.

**WHEREAS**, the City desires to retain the services of a consultant to provide structural and non-structural building plan reviews on residential and commercial building permits; and

**WHEREAS**, CWA Consultants is qualified, willing and able to provide plan review services as described in this agreement; and

**WHEREAS**, the services to be performed are on a one-year basis, renewed every year during the month of January;

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

The City Manager is authorized to sign an agreement with CWA Consultants of Port Orchard, WA for the following services; structural and non-structural building plan review on residential and commercial building permits.

**PASSED** this 12<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

# **CWA CONSULTANTS SERVICES AGREEMENT**

DATE: November 12, 2019

THIS AGREEMENT, entered into this 12<sup>th</sup> day of November 2019, is between **The City of Union Gap**, a municipal corporation, hereinafter referred to as "City", and **CWA Consultants**, PO Box 219 Manchester, Washington 98353, hereinafter referred to as the "Consultant".

WHEREAS, the City desires to retain the services of a consultant to provide structural and non-structural building plan review on residential and commercial building permits; and

WHEREAS, the Consultant is qualified, willing and able to provide said services as described in this Agreement; and

WHEREAS, the services to be performed by the Consultant are on a one year basis, renewed every year during the month of January;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed and fulfilled by the respected parties hereto, it is agreed as follows:

## **1. SERVICES BY CONSULTANT**

- A. The Consultant shall perform the services described in Attachment A, on an as needed basis.
- B. Said services, and all duties incidental or necessary thereto, shall be performed in a manner consistent with that level of care ordinarily exercised by members of the profession currently practicing in the same location under the same general conditions.
- C. If, during the course of the Agreement, the services rendered do not meet the requirements as set forth in Attachment A, the Consultant will correct, modify, and/or remodel the required work.

2. TIME OF PERFORMANCE

- A. The term of this Agreement is through December 31, 2020 unless such term is properly amended pursuant to the provisions of this Agreement.

3. COMPENSATION

- A. The City shall pay the Consultant an amount not to exceed amounts established in Attachment A. Such payment shall constitute full and complete payment by the City under this Agreement and shall include payment for costs and out-of-pocket expenses.
- B. The Consultant shall submit invoices to the City upon conclusion of each complete initial plan review or, for plan review entailing more than a calendar month of timeline, may submit monthly invoices during the progress of work for payment for work completed to the date of the invoice. Invoices shall be in a format acceptable to the City and contain a complete report of work performed for each project by major work element or, in the case of projects extending beyond a one-month timeframe, a progress report of work performed.
- C. The City shall have the right to withhold payment to the Consultant for any work which is not completed in accordance with Attachment A until such time as consultant modifies such work so that it is in accordance with Attachment A.
- D. The City shall pay all invoices from the Consultant within thirty (30) days of actual receipt of a properly completed and accepted invoice. The City shall notify Consultant within twenty (20) days from receipt of any disputed invoices. Extra services shall be negotiated on a lump sum fee.



4. EXTRA CONSULTING SERVICES

- A. The City may desire to have the Consultant perform work or render services in connection with the project other than that provided for by the express intent of this Agreement. Such will be considered "Extra Work", supplemental to this Agreement, and subject to change orders setting forth the nature, scope, and compensation therefore. Work under such change orders shall not proceed unless and until so authorized in writing by the City.

5. OBLIGATIONS

- A. The City shall furnish applicable manuals of procedures, and appropriate City policy directions concerning procedures and project information.

6. INDEPENDENT CONTRACTOR

- A. The Consultant is and shall be at all times during the term of this Agreement an independent contractor.

7. HOLD HARMLESS

- A. The Consultant shall hold the City and its officers, agents, and employees harmless from all suits, claims or liabilities of any nature, including attorney's fees, costs and expenses for or on account of injuries or damages sustained by any persons or property resulting from the negligent activities or omissions of the Consultant, its agents or employees pursuant to this Agreement, or on account of any unpaid wages or other remuneration for services; and if a suit as described above be filed, the consultant shall appear and defend the same at its own cost and expense, and if judgment be rendered or settlement made requiring payment

by the City, the Consultant shall pay the same. This paragraph survives termination of this agreement.

## 8. INSURANCE

- A. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subconsultants. The cost of such insurance shall be paid by the Consultant.

Consultant shall maintain limits no less than:

Comprehensive General Liability: \$1,000,000 combined single limit per occurrence.

Comprehensive Professional Liability: \$1,000,000 combined single limit per occurrence.

Consultant shall furnish the City with certificates of insurance affecting coverage required by this clause. The City shall be named a primary non-contributory additional insured on said policies.

## 9. OWNERSHIP OF DOCUMENTS

- A. Upon payment to the Consultant by the City of all compensation due under this Agreement, all finished or unfinished documents and material prepared by the Consultant with funds provided by this Agreement shall become the property of the City and shall be forwarded to the City at its request.
- B. Any records, reports, information, data, or other documents or materials given to or prepared or assembled by the Consultant under this Agreement which the City

requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. CHANGE OF SCOPE

- A. All parties may request changes in the scope of services, performance or reporting standards to be performed or provided under this Agreement. Such changes, including any increase or decrease in the amount of the consultant's compensation, which are mutually agreed upon by the consultant and the City, shall be incorporated in written amendments to this Agreement.

11. COMPLIANCE WITH LAWS

- A. The Consultant will comply with all applicable state, federal and City laws and safety regulations, including the procurement of a City Business License within forty five (45) days of contract execution.

12. RESERVATION OF RIGHTS

- A. Payment by the City or performance and acceptance of payment by the Consultant shall not be construed to waive any party's rights or remedies against the other. Failure to require full and timely performance of any provisions at any time shall not waive or reduce the right to insist upon timely performance of such provision thereafter.

13. NON-EXCLUSIVITY

- A. The City reserves the right to enter into or maintain contracts with other firms that provide similar services/products.

14. ASSIGNMENT

- A. Neither party hereto may assign its rights or obligations under this Agreement without the prior written consent of the other.

15. AMENDMENT

- A. Neither this Agreement nor any term, provision, or condition hereof may be changed, supplemented, waived, or discharged orally, but only by an instrument in writing signed by both parties

16. GOVERNING LAW / FORUM FOR DISPUTE

- A. The Parties hereto agree that this Agreement shall be governed by the laws of the State of Washington. In the event there is an action or proceeding arising in connection with this Agreement it shall be brought and litigated Yakima County Superior Court, Washington. The prevailing Party in a dispute brought in connection with this Agreement shall be entitled to an award of reasonable attorneys' fees and costs.

17. SEVERABILITY

- A. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the contemplated project as determined by the City.

18. TERMINATION OR SUSPENSION OF AGREEMENT

- A. The right is reserved by the City and Consultant to terminate or suspend this Agreement at any time by giving thirty (30) days' written notice to the other party.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, or other material prepared by the Consultant pursuant to this Agreement, shall be submitted to the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination.

- B. In the event that the City requests termination of the work prior to completion, Consultant reserves the right to complete such analyses and records as may be necessary to place their files in order.

19. INTEGRATED DOCUMENT

- A. This Agreement embodies the agreement between the City and the Consultant. No verbal agreements or conversation with any officer, agent or employee of the City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal contract shall be considered as unofficial information and in no way binding upon the City.

EXECUTED this 12th day of November, 2019.

CONSULTANT

By C. J. Williams  
Charles J. Williams  
CWA Consultants

CITY OF UNION GAP

By \_\_\_\_\_  
Arlene Fisher, City Manager

## ATTACHMENT A

### 1. PLAN REVIEW

A. CWA Consultants (Consultant) will review plans submitted with building permit applications for structural and non-structural code compliance in accordance with the currently adopted Washington State Building Code with Amendments and the Union Gap Municipal Code. The Consultant will confer with the Building Official and his/her agent on any portion of the review.

B. The Consultant will not design for the applicant, make any change on the plans that are structural in nature, or make any changes that directly contradict other information on the plans. These changes must be made by or under the direction of the applicant. All notes and details must be on the approved permit set of plans.

C. If corrections or additions are required, the Consultant will write or send a review letter addressed to the Building Official and will send a copy to the review contact person for the applicant. The correction letter will indicate to the applicant that they are required to submit the revisions / additions to the City of Union Gap per the submittal requirements for the permit type under review.

D. The Consultant will indicate that the plans have been reviewed and found to be in substantial compliance with applicable codes and ordinances. The Consultant's company name, plan reviewer's signature, and date of compliance will be affixed to each plan.

### 2. FEES

A. The City of Union Gap shall pay CWA Consultants no more than the fee calculated using the methods outlined below.

- B. Upon completion of an initial plan review, a billing statement will be issued by CWA Consultants to the City of Union Gap. Each billing statement will include the application number and the address of the plan reviewed, along with the fee.
- C. The Consultants shall provide monthly statements, by the end of the first five working days of a month, showing paid invoices and pending invoices to the Building Official.
- D. Valuation figures used to determine the plan review fees will be determined by the City of Union Gap. CWA Consultants will use the following percentages to determine our fees:

<b>Commercial Plan Review – FULL REVIEW</b>	
<b>Total Valuation</b>	<b>Fee</b>
\$1 to \$500,000	80% of the City of Union Gap <b>Plan Review Fee</b>
\$500,001 to \$2,500,000	70% of the City of Union Gap <b>Plan Review Fee</b>
\$2,500,001 and Up	60% of the City of Union Gap <b>Plan Review Fee</b>
<b>Commercial Plan Review – PARTIAL REVIEW (Structural or Non-Structural)</b>	
<b>Total Valuation</b>	<b>Fee</b>
\$1 to \$500,000	60% of the City of Union Gap <b>Plan Review Fee</b>
\$501,001 to \$2,500,000	50% of the City of Union Gap <b>Plan Review Fee</b>
\$2,500,001 and Up	40% of the City of Union Gap <b>Plan Review Fee</b>
<b>Residential Plan Review</b>	
\$1 to \$250,000	Reviewed at an hourly rate of \$100/Hour
\$250,001 and Up	75% of the City of Union Gap <b>Plan Review Fee</b>

- Fire Code reviews will be billed at \$150 per hour, or a set fee arranged with the City of Union Gap.
- All other services will be billed at \$100 per hour.
- There is a minimum charge of \$200 (2 hours) for all reviews.
- If more than two rechecks are required, an additional hourly fee will apply.

### 3. PROCESS

A. The City will determine which plans are to be reviewed by the Consultant.

B. The City will intake, track and process the permit applications and all revisions per current building and permit Administration procedures.

C. The Consultant will be responsible for the transportation of plans and revisions to and from the City. The Consultant will pick up and deliver as needed.

D. The Consultant will do the initial review and will have either approved the application and notified the City of approval and the City with corrections within the time frames listed below:

- New Single-Family 10 days (2 weeks)
- Multi-Family Units 15 days (3 weeks)
- Commercial 20 days (4 weeks)
- High Rise Buildings 25 days (5 weeks)
- Turn-around for all other types of permit applications is to be negotiated.

E. The Consultant will review any revisions or additional information and will either indicate compliance with the code(s) against which it was checked and notified the City of compliance, or if the plans are still not complete, the City with additional revision requests within the time frames specified above.

F. The plan review fee will include a maximum of two rechecks. If the plans require more than two rechecks, an hourly fee of \$100.00 per hour will be assessed to the applicant.

G. The review time may be negotiated based on the number and complexity of plans to be reviewed. The Consultant will not be held responsible for delays beyond the Consultant's control.





## City Council Communication

**Meeting Date:** November 12, 2019  
**From:** Dennis Henne; Director of Public Works & Community Development  
**Topic/Issue:** Resolution – WA State Department of Ecology Agreement - Biennial Stormwater Capacity Grant

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**SYNOPSIS:** The purpose of this Agreement between the City and the Washington State Department of Ecology is to provide funds to carry out the requirements described in reference to the 2019-2021 Biennial Stormwater Capacity Grant. This project will assist Phase I & II Permittees in implementation or management of municipal stormwater programs by reducing stormwater pollutants discharged to state water bodies. The grant amount is \$95,000.

**RECOMMENDATION:** Adopt a resolution authorizing the City Manager to sign Agreement Number WQSWCAP-1921-UniGap-00076 with the Washington State Department of Ecology for the 2019-2021 Biennial Stormwater Capacity Grant.

**LEGAL REVIEW:** The City Attorney has reviewed this resolution.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** Discussed at the November 4, 2019 Public Works & Community Development committee meeting.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. WSDOE Agreement Number WQSWCAP-1921-UniGap-00076

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** authorizing the City Manager to sign Agreement WQSWCAP-1921-UniGap-00076 with the Washington State Department of Ecology for the 2019-2021 Biennial Stormwater Capacity Grant.

**WHEREAS**, the Washington Department of Ecology can facilitate the distribution of grant money funds to the City of Union Gap for its use in improving stormwater management and water quality protection with the development and implementation of a stormwater management program;

**WHEREAS**, in order to participate in such funding, the City of Union Gap must comply with various requirements as set forth in the document entitled Washington State Department of Ecology Agreement No. WQSWCAP-1921-UniGap-00076;

**WHEREAS**, it is the desire of the City Council to enter into the agreement for the purpose of obtaining grant funding and for the purpose of ensuring that Union Gap improves stormwater management and water quality protection

**WHEREAS**, this project will assist Phase I & II Permittees implementation or management of municipal stormwater programs by reducing stormwater pollutants discharged to state water bodies;

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

That the City Manager is authorized to sign an Agreement between the City of Union Gap and the State of Washington Department of Ecology for 2019-2021 Biennial Stormwater Capacity Grant Program.

**PASSED** this 12<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney



## **Agreement No. WQSWCAP-1921-UniGap-00076**

### **WATER QUALITY STORMWATER CAPACITY AGREEMENT**

#### **BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

#### **AND**

**CITY OF UNION GAP**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Union Gap, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

#### **GENERAL INFORMATION**

Project Title:	2019-2021 Biennial Stormwater Capacity Grants
Total Cost:	\$95,000.00
Total Eligible Cost:	\$95,000.00
Ecology Share:	\$95,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	03/31/2021
Project Type:	Capacity Grant

#### Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

#### Project Long Description:

N/A

#### Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-1921-UniGap-00076  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Union Gap

## **RECIPIENT INFORMATION**

Organization Name: City of Union Gap

Federal Tax ID: 91-6001287

DUNS Number: 072043917

Mailing Address: PO Box 3008  
Union Gap, WA 98903

Physical Address: 102 W Ahtanum Rd  
Union Gap, Washington 98903

Organization Email: dennis.henne@uniongapwa.gov

## **Contacts**

Agreement No: WQSWCAP-1921-UniGap-00076  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Union Gap

<b>Project Manager</b>	Dennis Henne Director Public Works and Community Development  102 W. Ahtanum Road City of Union Gap, Washington 98903 Email: dhenne@cityofuniongap.com Phone: (509) 249-9206
<b>Billing Contact</b>	David Dominguez Civil Engineer  102 W Ahtanum Rd Union Gap, Washington 98903 Email: david.dominguez@uniongapwa.gov Phone: (509) 249-9211
<b>Authorized Signatory</b>	Dennis Henne Director Public Works and Community Development  102 W. Ahtanum Road City of Union Gap, Washington 98903 Email: dhenne@cityofuniongap.com Phone: (509) 249-9206

Agreement No: WQSWCAP-1921-UniGap-00076  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Union Gap

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

<b>Project Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
<b>Financial Manager</b>	Kyle Graunke  PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452

## AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State  
Department of Ecology

City of Union Gap

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

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

Heather R. Bartlett  
Water Quality  
Program Manager  
Date

Dennis Henne  
Director Public Works and Community Development  
Date

Template Approved to Form by  
Attorney General's Office

Agreement No: WQSWCAP-1921-UniGap-00076  
Project Title: 2019-2021 Biennial Stormwater Capacity Grants  
Recipient Name: City of Union Gap

Arlene Fisher

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City Manager

Date



## SCOPE OF WORK

Task Number: 1 Task Cost: \$5,000.00

Task Title: Project Administration/Management

### Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

### Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report. <br>
- \* Properly maintained project documentation.

Recipient Task Coordinator: David Dominguez

### **Project Administration/Management**

#### **Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

## SCOPE OF WORK

Task Number: 2 Task Cost: \$90,000.00

Task Title: Permit Implementation

### Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.  
Monitoring, including:
  - a) Development of applicable QAPPs.
  - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vacuum truck) rather than general use (such as a pick-up truck). Equipment

purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

**Task Goal Statement:**

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

**Task Expected Outcome:**

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

**Recipient Task Coordinator:** David Dominguez

**Permit Implementation**

**Deliverables**

Number	Description	Due Date
2.1	Documentation of tasks completed	

## BUDGET

## **Funding Distribution Summary**

### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
1921 stormwater capacity	0.00 %	\$ 0.00	\$ 95,000.00	\$ 95,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 95,000.00</b>	<b>\$ 95,000.00</b>

## **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

## **SPECIAL TERMS AND CONDITIONS**

## **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

#### **EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

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Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

## GENERAL TERMS AND CONDITIONS

### **Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology**

#### GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

##### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

##### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

##### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

##### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
  - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
  - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

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- Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff and contractors working at the project site.
  - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

## 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of



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Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.

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d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

### 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

### 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

### 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

### 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

### 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

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imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

### c) By Mutual Agreement

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ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.



## City Council Communication

**Meeting Date:** November 12, 2019  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Resolution – Yakima County Agreement to Enter Landowner's Property; Flood Water Management

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**SYNOPSIS:** Yakima County Flood Control Zone District seeks to better contain flood waters within Wide Hollow Creek and improve conveyance by removing crack willow and noxious weeds as determined by the District through herbicide application, felling and root mass removal, debris clean up, bridge sediment clean out, side channel development and site revegetation with native plant species.

City of Union Gap owned parcels numbers referenced in this agreement 181201-13011, 181201-13015, 181201-13013, 181201-13018.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign an agreement with Yakima County Public Services to Enter Landowner's Property for better flood water management along the Wide Hollow Creek corridor.

**LEGAL REVIEW:** City Attorney has reviewed this resolution.

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. YC Public Services – Agreement to Enter Landowner's Property



**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

A **RESOLUTION** authorizing the City Manager to sign an agreement with Yakima County Public Services to Enter Landowner's Property for flood water management.

**WHEREAS**, this agreement to enter landowners property is for channel excavation and modification, crack willow and noxious weed removal and revegetation; and for site monitoring for re-emergence of invasive species; and

**WHEREAS**, Yakima County Flood Control Zone District seeks to better contain flood waters within Wide Hollow Creek and improve conveyance; and

**WHEREAS**, this task would be accomplished by removing crack willow and noxious weeds, as determined by the District through herbicide application, felling and root mass removal, debris clean up, bridge sediment clean out, side channel development and site revegetation with native plant species; and

**WHEREAS**, Yakima County shall be solely responsible for all costs connected with this activities; and

**WHEREAS**, the City of Union Gap owned parcels numbers referenced in this agreement 181201-13011, 181201-13015, 181201-13013, 181201-13018.

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

The City Manager is authorized to sign an agreement with Yakima County Public Services to Enter Landowner's Property to better contain flood water management along the Wide Hollow Creek corridor.

**PASSED** this 12<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

**AGREEMENT TO ENTER LANDOWNER'S PROPERTY FOR CHANNEL EXCAVATION  
AND MODIFICATION, CRACK WILLOW AND NOXIOUS WEED REMOVAL AND  
REVEGETATION; AND FOR SITE MONITORING FOR RE-EMERGENCE OF INVASIVE  
SPECIES**

**I. INTRODUCTION AND BACKGROUND**

Yakima County Flood Control Zone District, as part of the Hatton, Ahtanum, Wide Hollow, Bachelor, Spring Creeks Channel Vegetation Management Project (HAWBS) seeks to better contain flood waters within Wide Hollow Creek and improve conveyance by removing crack willow and noxious weeds as determined by the District through herbicide application, felling and root mass removal, debris clean up, bridge sediment clean out, side channel development and site revegetation with native plant species.

This AGREEMENT is made between the property owner signing below and YAKIMA COUNTY, a political subdivision of the State of Washington, by and through the Department of Public Services. In consideration of the mutual benefits described below, the parties agree as follows:

**II. TERMS AND CONDITIONS**

2.1 Subject to the property owner's reasonable right of approval, Yakima County shall have the right during the term of this Agreement to enter onto the subject premises and to trim, cut, fell, apply herbicides to trees and other growth, remove root masses and revegetate the riparian zone as well as clear, excavate, haul material off-site, grade, construct and otherwise upgrade the site along the Wide Hollow Creek corridor for flood hazard management purposes. Yakima County shall be solely responsible for all costs connected with the vegetation trimming, cutting, felling, herbicide application, root mass removal, replanting as well as the clearing, excavation, grading construction at the site. All equipment owned by Yakima County or its contractors shall remain the property of Yakima County and shall be removed or otherwise disposed of by Yakima County.

2.2 Before commencing any work on the property a pre-construction meeting may be held at the Premises, which shall be attended by representatives of the property owner or tenant, and all necessary county or contractor personnel. The matters to be discussed and resolved at the pre-construction conference shall include the work completion schedule, communication procedures between the parties, installation permit requirements, site security during the construction period, procedures and posting, access, inspection staff and their duties, and other administrative and general matters as needed. Yakima County, at its sole expense, shall obtain all necessary approvals and permits before commencing installation. Yakima County shall be solely and completely responsible for safety conditions and safety of all persons and property under its control, including its contractors and subcontractors, in connection with the installation and subsequent maintenance, remodeling and removal of the county's equipment.

2.3 Yakima County agrees to install and operate its equipment in a manner that does not cause interference with the operations of any current property owner use or operations on the subject property.

2.4 Yakima County and its agents shall comply with all reasonable conditions of use determined during the pre-construction meeting or as mutually agreed by the parties during the use of the subject property and will make every effort to reduce the impact on the property owner's quiet enjoyment of their property during the period of this agreement.

### **III. Warranties, Insurance and Indemnification**

3.1 Yakima County warrants and covenants that: (a) the proposed work on the subject property is pursuant to an established program of flood improvement and is intended to benefit the public and the county citizens; (b) Yakima County has the power and the right to enter into this agreement and that Yakima County, upon the faithful performance of all of the terms, conditions, and obligations contained in this Agreement, shall leave the premises in as good a condition as possible and as set forth in this Agreement

3.2 County is self-insuring and shall indemnify and defend the Property Owner against claims for personal injury or death and property damage arising out of the actions of County, its contractors, employees and agents on or around the Property. The County shall be responsible only for losses attributable to the sole negligence or intentional conduct of County, its elected or appointed officers, officials, employees, agents, contractors or sub-contractors. If a court determines that this Agreement is subject to the terms of RCW 4.24.115, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of County and its agents and subcontractors, its commissioners, officers, employees or agents and the property owner, Yakima County's liability under this paragraph shall be limited to the extent of county's negligence and that of its agents, employees, contractors, and assignees, including their proportional share of costs, reasonable attorney's fees, and expenses incurred in connection with any claim, action, or proceeding brought with respect to such injury or damage.

### **IV. General Provisions**

#### **4.1 Attorneys' Fees**

In the event that either party shall be required to bring any action to enforce any of the provisions of this Agreement, or shall be required to defend any action brought by the other party with respect to this Agreement, and in the further event that one party shall prevail in such action, the losing party shall, in addition to all other payments required therein, pay all of the prevailing party's actual costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts.

#### **4.2 Notices**

Any notice required by this Agreement, or by law, shall be given by registered or certified mail, expresses or overnight mail or other comparable service, or delivered by hand. If notice is given by registered or certified mail, such notice shall be deemed to have been given when deposited

in the United States mail, properly addressed, with postage prepaid. Notices shall be given as follows:

If to Property Owner(s):  
City of Union Gap  
Public Works  
102 W. Ahtanum Rd.  
Union Gap, WA 98903

If to County:  
Yakima County Public Services  
Water Resources Division  
128 North Second Street  
Fourth Floor Courthouse  
Yakima, Washington 98901

#### 4.3 Modification

This Agreement may only be modified in writing and such modification shall take effect only after such modification being duly executed by both parties.

#### 4.4 Non-Waiver

No failure by either party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial fee payment or other performance by either party during the continuance of such breach shall constitute a waiver of any such breach of such provision.

#### 4.5 Termination

This Agreement shall terminate, and Yakima County shall vacate the Premises at the end of the term of this Agreement as set forth in paragraph 2.1, unless earlier terminated as follows:

4.5.1 Yakima County may terminate this Agreement at any time, by giving at least thirty (30) days written notice to the property owner in accordance with Paragraph 5.1 and no fees shall accrue after the effective date of termination.

#### 4.6 Binding Agreement

This Agreement shall bind, and inure to the benefit of, the parties and their respective successors.

#### 4.7 Severability

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and/or provision hereof shall be valid and enforced to the fullest extent permitted by law.

4.8 Governing Law and Stipulation of Venue

This Agreement shall be governed by the laws of the State of Washington. The parties stipulate that any lawsuit regarding this Agreement must be brought in Yakima County, Washington.

4.9 Entire Agreement

This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.

Property owner name(s),

YAKIMA COUNTY,  
A political subdivision of the  
State of Washington, County

\_\_\_\_\_  
(Print Name)

Property Owner

By: \_\_\_\_\_  
Director  
Yakima County Public Services

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
(Print Name)

Property Owner

\_\_\_\_\_  
Deputy Prosecuting Attorney

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

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

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



## City Council Communication

**Meeting Date:** November 12, 2019  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Resolution – 2020 Land Use Planning/GIS Analyst Services Contract - Yakima Valley Conference of Governments

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**SYNOPSIS:** The attached Land Use Planning GIS Analyst Services Contract with Yakima Valley Conference of Governments (YVCOG) allows the City to secure assistance in addition to normal Conference activities.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign a contract with the Yakima Valley Conference of Governments (YVCOG) to secure assistance in addition to normal Conference services.

**LEGAL REVIEW:** The City Attorney has reviewed the contract and resolution.

**FINANCIAL REVIEW:** Funding for this contract is included in the 2020 Budget.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. YVCOG Land Use Planning and/or GIS Analyst Services

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION** authorizing the City Manager to sign a contract with Yakima Valley Conference of Governments (YVCOG) for Land Use Planning and/or GIS Analyst Services.

**WHEREAS**, the Yakima Valley Conference of Governments (YVCOG) offers a service to municipalities for Land Use Planning and/or GIS Analyst Services; and

**WHEREAS**, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

**WHEREAS**, the City may from time to time, and on an as needed basis, seek assistance from YVCOG on Land Use Planning and/or GIS Analyst Services; and,

**WHEREAS**, the City desires to enter into a contract with YVCOG for certain Land Use Planning and/or GIS Analyst Services;

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

The City Manager is authorized to sign an agreement with the Yakima Valley Conference of Governments for Land Use Planning and/or GIS Analyst Services.

**PASSED** this 12<sup>th</sup> day of November 2019.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

**CITY OF UNION GAP**  
**LAND USE PLANNING AND/OR GIS ANALYST SERVICES**

THIS CONTRACT, entered into this 12<sup>th</sup> day of November, 2019 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of Union Gap, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by Arlene Fisher, Mayor, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

1.1 Develop or assist in development of grant applications for community projects as requested by the Mayor;

1.2 Assist the City in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the Mayor;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

2. Time of Performance. The services provided by the Conference pursuant to this contract shall:

☐ Commence on January 1, 2020 and shall end on December 31, 2020.

Contracted Service Hours per month ☒ land use planning ☒ GIS Analyst (includes indirect costs, excludes other direct costs such as travel, copies, postage, etc):

\_\_\_\_\_ hours ( 20% time per month ) for \_\_\_\_\_ services. \_\_\_\_\_ (initial)

5% = 8.50 hours per month = \$ 637.00 per month  
10% = 17.0 hours per month = \$ 1,275.00 per month  
15% = 26.0 hours per month = \$ 1,950.00 per month  
20% = 34.5 hours per month = \$ 2,587.50 per month  
25% = 43.0 hours per month = \$ 3,225.00 per month  
\_\_% = \$ \_\_\_\_\_ per month



3. Access to Information. It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City. No charge shall be made to the Conference for such information, and the City will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. Compensation and Method of Payment. The compensation and reimbursement to be paid by the City hereunder shall be per month for staff services plus any and all additional direct expenses; such as travel, postage, etc. In addition, the City will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal to the Council and Planning Commission. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the Social Security, Workmen's Compensation and Income Tax Laws for persons other than City employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to the City for payment each month. The City agrees to submit reimbursement by the last working day of each month. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, the City or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either the City or the conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, the City will compensate the Conference for that portion of services extended unto the City.

7. Modification. The terms of this contract may be changed or modified by mutual agreement of the City and the Conference in the form of written amendments to this contract.

8. Contract for Continuation. The City shall give notice of their intent to continue or discontinue the contractual agreement for the year 2020, at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF  
GOVERNMENTS

CITY OF UNION GAP, YAKIMA COUNTY

BY: \_\_\_\_\_  
Conference Chair

BY: \_\_\_\_\_  
Arlene Fisher, City Manager

ATTEST: \_\_\_\_\_  
Secretary

ATTEST: \_\_\_\_\_



## City Council Communication

**Meeting Date:** November 12, 2019

**From:** Gregory Cobb, Chief of Police

**Topic / Issue:** Resolution – Proposal for Services - Daigle Law Group

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**SYNOPSIS:** The Police Department has been seeking a consultations services to assist with the implementation of a new policy manual. Our currently manual needs updated due to changes in the law and in order to meet accreditation standards. The project cost is expected not to exceed \$15,000.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign the service agreement with Daigle law Group for consultation services.

**LEGAL REVIEW:** Resolution and agreement have been reviewed by the City Attorney

**FINANCIAL REVIEW:** The initial cost for this service was included in the approved 2019 budget. There will be a subsequent budget request in 2020 to cover the remainder.

**BACKGROUND INFORMATION:** This was discussed at the November 4, 2019 Public Safety committee meeting.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Proposal for Services

**CITY OF UNION GAP, WASHINGTON**  
**RESOLUTION NO. \_\_\_\_\_**

A **RESOLUTION** authorizing the City Manager to sign a Proposal for Services with Daigle Law Group, LLC, for consulting services for implementation of a new policy manual for the Police Department.

**WHEREAS**, the City wishes to use Daigle Law Group's consulting services to assist with the implementation of a new Police Department policy manual; and

**WHEREAS**, the City needs to enter into an agreement with Daigle Law Group, LLC for these services.

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

The City Manager is authorized to sign a Proposal for Services with Daigle Law Group, LLC. For consulting services relating to the implementation of a new Police Department policy manual.

**PASSED** this 12<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
Roger Wentz, City Mayor

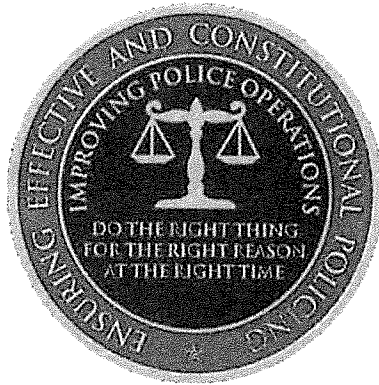
ATTEST:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

**PROPOSAL FOR SERVICES  
POLICE CONSULTANT SERVICES**

FOR THE  
UNION GAP WA POLICE DEPARTMENT



**DLG**  
DAIGLE LAW GROUP, LLC

PROPOSAL PRESENTED BY  
ERIC P. DAIGLE, ESQ.

DAIGLE LAW GROUP, LLC  
P.O. BOX 123, SOUTHLINGTON, CT 06489  
(860) 270-0060  
[WWW.DAIGLELAWGROUP.COM](http://WWW.DAIGLELAWGROUP.COM)

Proposal for Services  
**POLICE CONSULTANT SERVICES**

**A. DLG Consulting Services**

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Daigle Law Group, LLC, Attorney Eric P. Daigle submits a proposal for Police Consulting Services for the Union Gap WA Police Department. The Daigle Law Group, LLC (hereinafter "DLG"), incorporated in the State of Connecticut, is a law firm that takes great pride in providing our clients with specialized, focused representation. We provide police practices consultation to law enforcement agencies across the country in the area of operational liability, with an emphasis on policies, operations, and investigations. DLG focuses on police best practices, specifically in the areas of policy development, training, investigation, and operations.

**Introduction:**

A police department's policies and procedures provide the agency with core liability protection. Policies that are comprehensive and current are the backbone of effective and constitutional policing. It is not enough, however, to simply have sound policies. Officers must be trained on the policies, supervisors must hold officers accountable, and, when the policies are violated, a sound disciplinary process should be engaged.

A Police Department's policies and procedures shall reflect and express the Department's core values and priorities, while providing clear direction to ensure that officers lawfully, effectively, and ethically carry out their law enforcement responsibilities. Daigle Law Group, LLC developed the DLG Policy Center to meet the increasing need of Police Departments all across the United States. We are dedicated to working with Departments to develop sound, effective policies based on constitutional accreditation standards. Daigle Law Group operates under a philosophy that every Police Department is unique in its operation and structure. We work with Police Departments to mold proper standards into the operation and structure of the individual agency. Our clients range in size from small to very large departments, each with unique challenges.

Law enforcement operational standards dictate that police departments develop and maintain sound and proper policies and procedures. Utilizing the expertise of Attorney Eric Daigle, and a team of experts in law enforcement operations, we work with clients to analyze the risks associated with their current policies. Through a process of examination and analysis, we identify areas of risk and work to develop sound policies based on the principles of common law enforcement standards. We encourage members of the department, who are the subject matter experts, to be involved in every aspect of the process to ensure not only that the policies are sound, but that personnel understand and have confidence in them. We can review and revise individual department policies or conduct a complete policy manual review and revision. The Daigle Law Group is committed to work with the command staff of any police department to ensure that its policies meet the standards of effective and constitutional policing.



Proposal for Services  
**POLICE CONSULTANT SERVICES**

**B. Scope of Police Practices Consultant Services**

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As a Police Practices Consultant, Attorney Daigle provides resources and guidance to police organizations and management in multiple areas of law enforcement operation. Daigle Law Group, LLC is dedicated to forming a partnership with the management of the Union Gap WA Police Department and the City of Union Gap to identify and maintain a proper standard of law enforcement operation.

Daigle Law Group, LLC, through its principal Attorney Daigle provides the following proposed approaches, capabilities, and experiences in the following areas:

**1. Department Policy and Procedure Development**

Attorney has extensive experience in developing, implementing, and maintaining police policies, which meet local and national accreditation, while ensuring the Department complies with constitutional policing standards.

**a. Approach**

Through our process police departments are encouraged to mold the policy standards into their unique operational structure and practice. The process begins with an analysis of the department's current policies and procedures to identify a blueprint for success. Our consultants will work with the department, utilizing the input from various department resources, to produce a model set of policies for consideration. We will then work with the department to modify the policies to meet the operational needs of the agency without undermining liability protections. Once complete, we will assist the department in providing training on the updated policies and maintaining effective updates on the policies.

DLG proposes the following methodology and dissemination process for development of policies. The process of policy development for the proposed options will maintain the same methodology.

1. DLG will review and analyze the current policy and procedure manual in operation at the Union Gap Police Department.
2. DLG will utilize its model policies that meet the national standards including legal standards, Consent Decree and review of national accreditation standards in the form of model Policies and common police practices.
3. Utilizing subject matter experts and legal counsel the policies will be developed to meet WA law, court rulings, and state statutes.



**Proposal for Services**  
**POLICE CONSULTANT SERVICES**

4. The draft policies will be provided to Union Gap WA Police Department for review and approval.
5. A word version of the sample policies will be provided to Union Gap Police Department with guidance and instruction for final development and implementation. This must occur with an accountability mechanism to ensure that the version provided can be proven later if litigation occurs. The DLG Policy Center only uses PowerDMS as our document management software and an initial subscription will be purchased with this project.
6. After initial dissemination, a maintenance option will be provided for continuous evaluation of the policies and procedures based on Appellate and Supreme Court rulings, State Statutes, risk management practices and current law enforcement incidents.

We believe that every police department is unique. Therefore, it has long been the DLG methodology that if you only provide a police department with a set of model policies, and nothing more, you will only put a Band-Aid on future liability issues. The reason is that departments with limited skills and knowledge set may not properly implement the liability protector.

**b. Capabilities and Experience**

Attorney Daigle and the DLG Policy Center, a division of Daigle Law Group, LLC, currently works with multiple police departments around the Country and in Connecticut to review, revise, and develop new department policies. Attorney Daigle and the Consultants have worked on projects with agencies under Federal and State Consent Decrees to revise and implement new policies, which govern high liability and high frequency incidents. Attorney Daigle currently works with multiple departments to develop and implement policy and improve their operational management, including: Yale University Police Department, New Milford Connecticut Police Department, Middletown Connecticut Police Department, Westport Police Department, Greenville South Carolina Police Department, Lavonia Michigan Police Department, Niagara Falls New York Police Department, Puerto Rico Police, Anchorage Alaska Police Department, and Wichita Kansas Police Department, to identify a few.

**c. Timetables**

Prior experience with full policy manual revisions has shown that a minimum of twelve (12) to eighteen (18) months is necessary to achieve completion. This figure incorporates the time necessary for both the police department and the consultants to find the best fit for the department, while maintaining the appropriate level of police practices.



**Proposal for Services**  
**POLICE CONSULTANT SERVICES**

Additional time may be required, however, if issues such as union objection or legal oversight processes delay the process.

This project will be completed in stages. Stage one will include reviewing the current policies of the Union Gap Police Department, re-organizing and structuring policy index and developing new policies using the DLG Model Policies. The Department will take delivery of approximately 110-135 developed policies for their review. An Index of the anticipated policies can be found in Attachment A to this proposal. Stage two will include editing and finalizing the policies and Stage three will be meeting accreditation standards,

**d. Price**

Prices for these services are detailed in Section C below.

**2. General Police Practices Consulting Services**

**a. Approach**

Attorney Daigle and his consultants have extensive experience working with departments as police practices consultants. The scope of this advisement includes:

- Meet the requirements of the WA Accreditation
- Revising, developing, implementing, and maintaining policies and training required by common police practices standards;
- Providing recommendations and guidance to implement and meet the standards of common police practices and Consent Decree requirements;
- Monitoring the department's field procedures and operations to assure implementation and compliance with common police practices and Consent Decree requirements, to include review of Internal Affairs investigations, use of force investigations, and stop and frisk standards;
- Working with the Chief of Police and department members to develop, update, and change operational standards; and
- Participating in the review of high liability field situations, including those involving the use of force and deadly force incidents.

**b. Capabilities and Experience**

Attorney Daigle has extensive experience providing police practices consulting to police departments. These include work in Federal and State Consent Decrees and Operational Management Studies.





Proposal for Services  
**POLICE CONSULTANT SERVICES**

Our experience includes:

- Working as law enforcement officers and executives responsible for the development, implementation, management, and evaluation of policies and procedures;
- Providing expert assistance to a variety of law enforcement agencies on policing issues, including use of force policies, procedures and training, stop and detentions, community policing, complaint systems, disciplinary systems, investigations, and accountability mechanisms;
- Designing and implementing programs to correct systemic deficiencies in law enforcement agencies;
- Addressing legal issues specific to law enforcement;
- Monitoring and consulting with departments in responding to crisis situations following police shootings and other significant uses of force, and making the difficult judgments about the propriety of particular uses of force;
- Assisting in investigations of cases involving alleged excessive use of force;
- Working with government officials, police unions, and community groups on a variety of policing issues;
- Working with the U.S. Department of Justice investigating law enforcement agencies with systemic civil rights violations;
- Participating in public policy and criminal justice research to assess the impact of management systems on police integrity and police use of force;
- Designing and implementing leadership development programs to ensure that supervisors have the tools, ability, and will to uphold policies and procedures related to use of force and police integrity; and
- Compliance monitoring of law enforcement agencies.

**c. Price**

Police Practices Consulting will be conducted at an hourly rate. Prices for these services are detailed in Section C below.

**3. Path of the Guardian Video Training Program**

**a. Introduction:**

We are proud to introduce you to our video training program titled "Path of the Guardian." We believe that proper policy, procedure, training, and operations in law enforcement are paramount to the realization of transparent and constitutional policing. We believe that police officers are guardians of the community in which they work. They are the defenders, the protectors and the keepers. Daigle Law Group and its



**Proposal for Services**  
**POLICE CONSULTANT SERVICES**

consultants developed this video program to help protect the Guardian by developing the Guardian mindset. The videos are 8-10 minutes long and focus on important policy and police practice issues developing across the country and in your state. The videos focus on Supreme Court updates, police practice issues, high liability issues, Department of Justice investigations, and accreditation standards. The videos are provided to the department to be distributed each week for a total of 52 videos a year. These videos can be distributed utilizing different methods.

**b. Overview of Path of the Guardian Training:**

Attorney Eric Daigle, the principal of Daigle Law Group LLC, is the host of this video series training. Having spent well over a decade defending officers, supervisors and command staff in police misconduct litigation, and after watching the damage and stress that litigation puts on police officers, Daigle Law Group decided there must be a better way. Through the DLG Policy Center and DLG Learning Center, we set out to ensure officers understand the key principles and legal standards that will protect them from litigation or in the event of litigation. This goal has led to the development of the Path of the Guardian video series.

It is clear that 2015 to present have been challenging years for law enforcement, with multiple high-profile deadly force incidents. In addition, many departments have been scrutinized by the Department of Justice and other outside entities. We know these challenges will not stop, but only get worse unless we address the real issues facing officers each day. We understand it is extremely difficult for officers to read and memorize every policy in their policy manual. It is extremely difficult for officers to research and read every report or white paper that is released on how to do the job correctly. That is why we are here to help. That is the purpose and intent of this video training every week. Our videos provide a brief overview of subjects to enhance your understanding of industry standards and proper police practices that must be followed. We believe that Knowledge is Power, and with your busy schedule we must find the most efficient and focused way to bring you that knowledge or, as we say, "Develop the Guardian Mindset."

**c. Distribution of the Video**

Technology has afforded us the means to effectively and efficiently provide this information to the officers working in your member department. With training budgets stressed to the max, as an industry we must find another way. Why not use technology in a format where officers can focus on a specific subject for 8-10 minutes to ensure we are developing a guardian mindset. The videos are provided to the member department to be distributed each week for a total of 52 videos a year. These videos can be distributed in different methods. If the agency uses PowerDMS as a document and training system, the videos can be uploaded for weekly distribution. From email distribution to internet or



**Proposal for Services**  
**POLICE CONSULTANT SERVICES**

website distribution, many options are possible. The videos will lead to 8 hours of legal training a year.

**C. Police Practices Consultant – Costs and Expenses**

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The most difficult part of this proposal is identifying the costs associated with completion of the requested scope of service. DLG will provide an itemized monthly invoice detailing all services rendered.

**1. Policy Development:**

The hourly rate for Attorney Daigle and consultants will be \$200 dollars an hour. Based on our experience the revision of a complete Policy Manual takes approximately 18-24 months and cost approximately \$15,000 to complete. This could be more or less based upon the difficult of the project and the hours necessary to complete the project.

**2. Police Practices Consulting:**

Consulting services including accreditation consulting will be provided at the request of the Chief of Police on an as needed project basis for a rate of \$200 dollars an hour.

**3. Path of the Guardian Training**

The videos are provided to the department to be distributed each week for a total of 52 videos a year. We expect that at the end of 52 weeks the officers viewing the videos will receive approximately eight hours of training. The pricing for these videos are \$35 per department member for agencies up to 100 (minimum \$500) and continued reduction in price for departments over 100 officers.

**D. Consultant Qualifications**

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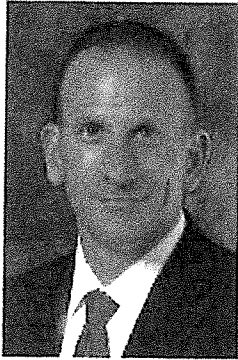
DLG brings to bear a wide breadth of experience that will facilitate a high-quality evaluation and provide effective technical assistance to the Union Gap Police Department.

Attorney Daigle will serve as the point of contact between DLG and the Parties. In our experience, when assessing policy and procedure, working as a collaborative team yields the most positive results.



Proposal for Services  
**POLICE CONSULTANT SERVICES**

**Eric P. Daigle:**



Mr. Daigle is an attorney whose primary area of expertise is in civil litigation in both federal and state court with an emphasis on municipalities and municipal clients in civil rights actions, including police misconduct litigation. After serving with the Connecticut State Police, Mr. Daigle practiced with the firm of Halloran & Sage, LLP as an attorney in the Police Defense Group. In 2010, after eight years of litigation experience, Mr. Daigle incorporated Daigle Law Group, LLC, which specializes in Law Enforcement Operations. Mr. Daigle currently serves as member of the Federal Independent Monitoring Team for the City of Oakland Police Department, California. He has served as a member of the Independent Monitoring Team for the Niagara Falls Police Department, NY Consent Decree, brought by the State of New York. As a lawyer with civil rights and law enforcement experience, Mr. Daigle brings to his position both the police perspective and the civil rights perspective when examining all compliance tasks. It is his position that all problem-solving strategies must make sense from both of these perspectives.

Mr. Daigle works as a consultant and expert witness for law enforcement pattern and practice abuse. He has worked as a Police Practices Consultant for the Virgin Islands Police Department and the Puerto Rico Police Department, which are under a Federal Consent Decree by the U.S. Department of Justice. Mr. Daigle acts as a consultant with multiple departments across the country to revise and develop department policies; provide daily operational legal advice; evaluate and revise use of force and internal affairs operations; accreditation standards and employment operations procedures.

Mr. Daigle is a law enforcement trainer presenting across the country on topics such as agency liability, supervision, and management. He serves as general counsel for the FBI Law Enforcement Executive Development Association and conducts internal affairs training for the association. He is well-versed in best practice standards for use of force and internal affairs. Mr. Daigle is the Vice Chairman of the Legal Officers Section of the International Association for the Chiefs of Police (IACP). He is also an active member of the IACP Civil Rights Committee. He is a member of the Americans for Effective Law Enforcement (AELE) Board of Directors, an instructor in the use of force seminar and holds its Certified Litigation Specialist (CLS) credential. Mr. Daigle is a retired Connecticut State Police trooper and a certified officer in the State of Connecticut.



Proposal for Services  
**POLICE CONSULTANT SERVICES**

ATTACHMENT A

**UNION GAP WA POLICE DEPARTMENT**  
**POLICIES AND PROCEDURES**  
**INDEX**

**CHAPTER 1 - DEPARTMENT ROLE AND AUTHORITY**

<u>Section</u>	<u>Subject</u>
1.01	Law Enforcement Function
1.02	Limits of Authority
1.03	Written Policy System
1.04	Jurisdiction and Mutual Aid
1.05	Harassment and Discrimination
1.06	Strip and Body Cavity Searches
1.07	Investigatory Stop Policy
1.08	H.R. 218
1.09	Bias-Based Policing

**CHAPTER 2 – ORGANIZATION AND MANAGEMENT**

<u>Section</u>	<u>Subject</u>
2.01	Department Organizational Structure
2.02	Goals and Objectives
2.03	Unity of Command/Span of Control
2.04	Authority and Management
2.05	General Management and Administration
2.06	Recording Police Officers
2.07	Line and Staff Inspections
2.08	Public Information – Media Relations
2.09	Uniform Standards and Dress Code
2.10	Reserve Police Officers
2.11	Fiscal Management



Proposal for Services  
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**CHAPTER 3 – RULES OF CONDUCT**

<b><u>Section</u></b>	<b><u>Subject</u></b>
3.01	Use of Force – General
3.02	Electronic Control Weapon
3.03	Chemical Agents
3.04	Impact Weapons
3.05	Reporting and Investigating Force
3.06	Pursuit Policy
3.07	Firearms Policy
3.08	Patrol Rifles
3.09	Canine Policy

**CHAPTER 4 – DISCIPLINARY PROCEDURES**

<b><u>Section</u></b>	<b><u>Subject</u></b>
4.01	Citizen Complaint
4.02	Investigation of Misconduct and Citizen Complaints
4.03	Disciplinary Policy
4.04	Off Duty Action Policy
4.05	Grievance Procedures
4.06	Employee Drug Testing Policy
4.07	Alcohol & Substance Abuse
4.08	Use of Medical Marijuana
4.09	Officer Involved Domestic Violence
4.10	Electronic Monitoring Policy

**CHAPTER 5 – PATROL FUNCTIONS**

<b><u>Section</u></b>	<b><u>Subject</u></b>
5.01	Patrol Administration
5.02	Vehicle Operations
5.03	Equipment
5.04	Lost or Missing Persons Complaint



Proposal for Services  
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5.05	Family Violence Investigations
5.06	Mentally Ill and Homeless Individuals
5.07	Arrest Processing
5.08	Traffic Accident Investigations
5.09	Traffic Enforcement
5.10	Securing Prisoners
5.11	Prisoner Transportation
5.12	Mobile Data Computers
5.13	Americans with Disabilities Act
5.14	Social Media
5.15	Report Writing
5.17	Intoxicated Individuals
5.18	Body Worn/Mobile Cameras
5.19	Transporting Civilians
5.20	Towing Motor Vehicles
5.21	Abandoned Motor Vehicles
5.22	Radio Procedures
5.23	Dignitaries and VIP Security

**CHAPTER 6 – INVESTIGATIVE FUNCTIONS**

<b><u>Section</u></b>	<b><u>Subject</u></b>
6.01	Criminal Investigation Administration
6.02	Criminal Investigation Operation
6.03	Collection of Evidence – Administration
6.04	Collection of Evidence – Operations
6.05	Property and Evidence Control
6.06	Youth Investigations
6.07	Sexual Assault Investigations
6.08	Confidential Informants
6.09	Eyewitness Identification
6.10	Child Abuse Investigation
6.11	School Resource Officer
6.12	Narcotics Investigations
6.13	Crime Prevention
6.14	Victim/ Witness Assistance – Administration



Proposal for Services  
**POLICE CONSULTANT SERVICES**

- 6.15 Victim/Witness Assistance – Operations
- 6.16 Death Notifications

**CHAPTER 7 – SPECIAL OPERATIONS**

<u>Section</u>	<u>Subject</u>
7.01	Special Response Team & Hostage Negotiations Team
7.02	Hazardous Devices
7.03	Unusual Occurrences
7.04	Crowd Management and Control
7.05	Critical Incident Management

**CHAPTER 8 – PERSONNEL**

<u>Section</u>	<u>Subject</u>
8.01	Recruitment
8.02	Selection
8.03	Promotion
8.04	Performance Evaluations
8.05	Pregnancy
8.06	FMLA policy
8.07	Military Leave
8.08	Line of Duty Deaths
8.09	Secondary Employment
8.10	Awards and Commendations
8.11	Time Cards
8.12	Scheduling
8.13	Workers Compensation
8.14	Part Time and Auxiliary Officers





Proposal for Services  
**POLICE CONSULTANT SERVICES**

**CHAPTER 9 - TRAINING AND SELECTIONS**

<u>Section</u>	<u>Subject</u>
9.01	Training – Administration
9.02	Academy Training
9.03	Training Instructors
9.04	Recruit Training
9.05	In-service, Roll Call, and Advanced Training
9.06	Civilian Training
9.07	Career Development

**CHAPTER 10 – SUPPORT AND TECHNICAL SERVICES**

<u>Section</u>	<u>Subject</u>
10.01	Legal Process – Records
10.02	Legal Process – Criminal Process
10.03	Communications – Administration
10.04	Communications – Procedures
10.05	Portable Radios
10.06	Dispatch Center and Operation
10.07	Logging Recorder
10.08	Records Management
10.09	Freedom of Information
10.10	Parking Tickets
10.11	Traffic Stop Statistics

# CONSENT AGENDA

**UNION GAP CITY COUNCIL REGULAR MEETING**  
**UNION GAP COUNCIL CHAMBERS**  
**Union Gap, Washington**  
**October 28, 2019 Regular Meeting**  
**MINUTES**

<u>Call to Order</u>	Mayor Wentz called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.
<u>Council Members Present</u>	Council Members Hodkinson, Murr, Butler, Matson, Schilling, and Dailey were present.
<u>Staff Present</u>	City Manager Fisher, City Attorney Brown, Fire Chief Markham, Public Works & Community Development Director Henne, Civil Engineer Dominguez, Finance and Administration Director Clifton, Deputy Clerk Treasurer Bisconer.
<u>Audience Present</u>	See attached list.
<u>Pledge of Allegiance</u>	Mayor Wentz led the pledge of allegiance.
<u>Consent Agenda</u>	<p>Motion by Deputy Mayor Matson, second by Council Member Butler to approve the consent agenda as follows:</p> <p>Regular Council Meeting Minutes dated October 14, 2019 as attached to the Agenda and maintained in electronic format.</p> <p>Claims Vouchers – EFT’s, and Voucher Nos. 100128 through 100227 for October 28, 2019, in the amount of \$833,934.24.</p> <p>Advance Travel Vouchers – Voucher No. 1299 for the month of September, 2019, in the amount of \$46.86.</p> <p>Petty Cash Vouchers – Voucher Nos. 1909 through 1910, for the Month of September, 2019, in the amount of \$507.19.</p> <p>Motion carried unanimously.</p>
<u>Items from the Audience</u>	<p>Dave Hansen addressed the Council distributing a photo of Deputy Mayor Matson’s property stating that this is a code violation that has not been enforced for several years. Hansen said a fence around the property should be required, stating that the amount that the City has paid him for serving as Council Member should be more than enough to pay for the fence.</p> <p>Cathy Cluck addressed the Council in regards to campaign signs of Deputy</p>

***CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – October 28, 2019***

Mayor Matson, which have recently been placed on private property, after someone had removed signs in support of Proposition 1, without authorization. Deputy Mayor Matson responded saying that he did not condone anyone removing signs.

Cathy Cluck inquired why alternative funds for the Library and Community Center operation have not been added to the 2020 proposed budget. Deputy Mayor Matson stated that in the past services were paid from the general fund and that the building has not been constructed yet.

Resident Carlos Magana addressed the Council with an interpreter in regards to ground water flooding into the basement of his residence located at 2018 Cornell Avenue. He stated that he was not contacted prior to workers coming to the property as requested but that the water had subsided and wants to know what will be done to correct the problem. Public Works & Community Development Director Henne stated that his department has temporarily resolved the problem and has attempted to identify the problem but equipment being used broke and is costly to repair. Henne stated that the City of Union Gap does not own the water line in question and that the situation may result in possible litigation, therefore suggesting that further discussion continue privately. City attorney Brown agreed that he should meet with Henne and discuss the issue with Council in an executive session due to possible litigation. City Manager Fisher stated that staff will continue to monitor and maintain the water level until it can be determined who is responsible for the line and agreed that discussion during Council meetings was not the appropriate forum for discussion.

General Items

Public Hearing

Ad Valorem Taxes and revenue sources for the 2020 Budget

At 6:21 p.m. Mayor Wentz opened the Public Hearing regarding Ad Valorem Taxes to be levied on properties, and Revenue Sources for the 2020 Budget. With no written or verbal public testimony Mayor Wentz closed the public hearing at 6:23 p.m.

Finance & Administration

Ordinance No. – 2975 – 2020 Ad Valorem Property Tax Revenues

Motion by Deputy Mayor Matson, second by Council Member Murr to adopt Ordinance No. - 2975 – fixing the estimated amount of ad valorem taxes to be levied to meet the financial requirements of the City of Union Gap without 1% Increase. Motion carried unanimously.

Public Works & Community Development

Encroachment Agreement

Motion by Deputy Mayor Matson, second by Council Member Butler to

***CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – October 28, 2019***

Amendment – SHS, LLC authorize the City Manager to sign an amended Encroachment Agreement between the City of Union Gap and SHS, LLC for the installation of up to three (3) groundwater monitoring wells in the City's right-of-way as depicted on Exhibit A.. Motion carried unanimously.

Items from the Audience None.

City Manager Report City Manager Fisher distributed 2020 preliminary budget message and stated that further information would be presented soon; Mentioned some of the 2019 accomplishments such as the two million dollar award for the Library and community center, the Main street Phase 1, Beltway, I-82 south Union Gap Interchange and YAK LLC projects; Recently hosted the Yakima County commissioners meeting located at the Civic Center; Recently attended an ICMA annual conference and learned that Union Gap is on the leading edge compared to others in the United States and thanked Council for allowing her to attend the conference.

Communications/Questions/Comments Council Member Hodkinson stated that he recently attended an AWC Workshop, getting a chance to meet with AWC, MRSC and other city officials.

Development of Next Agenda None.

Adjournment of Meeting Mayor Wentz adjourned the meeting at 6:33 p.m.

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Arlene Fisher-Maurer, City Manager

ATTEST:

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Karen Clifton, City Clerk

6:00 P.M. -October 28, 2019

(Date)

[illegible]



## City Council Communication

**Meeting Date:** November 12, 2019  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Payroll Vouchers – November 12, 2019

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**SYNOPSIS:** Payroll Vouchers for the Month of October, 2019

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 100230 through 100237  
In the amount of \$414,340.73.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Payroll Voucher Register

# WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 17:05:19 Date: 11/05/2019

MCAG #: 0853

01/01/2019 To: 11/30/2019

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6147	10/14/2019	Payroll	2	EFT	TIMOTHY J WILSEY	644.61	Sept Correction
6544	11/08/2019	Payroll	2	EFT	LYNETTE BISCONER	4,094.56	October Payroll
6545	11/08/2019	Payroll	2	EFT	RYAN BONSEN	4,797.43	October Payroll
6546	11/08/2019	Payroll	2	EFT	JABAN R BROWNELL	4,462.12	October Payroll
6547	11/08/2019	Payroll	2	EFT	CRAIG G BUNTING	3,954.54	October Payroll
6548	11/08/2019	Payroll	2	EFT	DAVID D BUTLER	546.08	October Payroll
6549	11/08/2019	Payroll	2	EFT	JASON G CAVANAUGH	4,874.75	October Payroll
6550	11/08/2019	Payroll	2	EFT	NEREDIHT E CHAVEZ	2,324.02	October Payroll
6551	11/08/2019	Payroll	2	EFT	KAREN CLIFTON	5,561.28	October Payroll
6552	11/08/2019	Payroll	2	EFT	GREGORY COBB	6,212.64	October Payroll
6553	11/08/2019	Payroll	2	EFT	CHRIS DAHL	3,971.12	October Payroll
6554	11/08/2019	Payroll	2	EFT	SANDY L DAILEY	546.08	October Payroll
6555	11/08/2019	Payroll	2	EFT	ERICK MICHAEL DELP	5,673.63	October Payroll
6556	11/08/2019	Payroll	2	EFT	TORIN M DELVO	3,742.57	October Payroll
6557	11/08/2019	Payroll	2	EFT	DAVID DOMINGUEZ	5,497.83	October Payroll
6558	11/08/2019	Payroll	2	EFT	DAMON A DUNSMORE	3,683.89	October Payroll
6559	11/08/2019	Payroll	2	EFT	TRAVIS FISCUS	2,876.54	October Payroll
6560	11/08/2019	Payroll	2	EFT	ARLENE F FISHER-MAURER	8,130.18	October Payroll
6561	11/08/2019	Payroll	2	EFT	RODOLFO V GUZMAN	2,586.68	October Payroll
6562	11/08/2019	Payroll	2	EFT	DENNIS HENNE	5,821.39	October Payroll
6563	11/08/2019	Payroll	2	EFT	ROBERT M HENNESSY	3,313.19	October Payroll
6564	11/08/2019	Payroll	2	EFT	JOHN P HODKINSON JR	546.08	October Payroll
6565	11/08/2019	Payroll	2	EFT	JARED S HUNT	3,979.25	October Payroll
6566	11/08/2019	Payroll	2	EFT	SHAWN R JAMES	5,258.84	October Payroll
6567	11/08/2019	Payroll	2	EFT	RUDY M JIMENEZ	3,841.03	October Payroll
6568	11/08/2019	Payroll	2	EFT	CHASE KELLOGG	4,145.38	October Payroll
6569	11/08/2019	Payroll	2	EFT	ALBA L LEVESQUE	3,902.97	October Payroll
6570	11/08/2019	Payroll	2	EFT	JO LINDER	2,910.25	October Payroll
6571	11/08/2019	Payroll	2	EFT	TERESA LOPEZ	3,893.86	October Payroll
6572	11/08/2019	Payroll	2	EFT	VALENTINA MARTINEZ	2,319.43	October Payroll
6573	11/08/2019	Payroll	2	EFT	HOWARD L MASON	2,487.75	October Payroll
6574	11/08/2019	Payroll	2	EFT	DAVID W MATSON	551.08	October Payroll
6575	11/08/2019	Payroll	2	EFT	STACE J MCKINLEY	3,891.03	October Payroll
6576	11/08/2019	Payroll	2	EFT	ROBERT MCRAE	3,535.59	October Payroll
6577	11/08/2019	Payroll	2	EFT	JAMES E MURR	517.78	October Payroll
6578	11/08/2019	Payroll	2	EFT	SERGIO E OCHOA	3,415.97	October Payroll
6579	11/08/2019	Payroll	2	EFT	RONALD PHILLIPS	3,658.15	October Payroll
6580	11/08/2019	Payroll	2	EFT	REBECCA R PINA	2,482.54	October Payroll
6581	11/08/2019	Payroll	2	EFT	CASEY M RIDDELL	2,934.19	October Payroll
6582	11/08/2019	Payroll	2	EFT	HECTOR A RIVERA	4,858.26	October Payroll
6583	11/08/2019	Payroll	2	EFT	PAUL K SANDERS	4,142.01	October Payroll
6584	11/08/2019	Payroll	2	EFT	CURTIS J SANTUCCI	5,018.25	October Payroll
6585	11/08/2019	Payroll	2	EFT	KURT W SCHELHAMMER	3,407.12	October Payroll
6586	11/08/2019	Payroll	2	EFT	JULIE SCHILLING	549.08	October Payroll
6587	11/08/2019	Payroll	2	EFT	MICHAEL STILLWAUGH	4,478.72	October Payroll
6588	11/08/2019	Payroll	2	EFT	RAYMOND V SUAREZ	3,539.98	October Payroll
6589	11/08/2019	Payroll	2	EFT	AMANDA L TOWLE	3,765.53	October Payroll
6590	11/08/2019	Payroll	2	EFT	ERIC B TURLEY	3,717.19	October Payroll
6591	11/08/2019	Payroll	2	EFT	JENNY V VALLE	2,879.18	October Payroll
6592	11/08/2019	Payroll	2	EFT	JOSEPH VANICEK	3,966.27	October Payroll
6593	11/08/2019	Payroll	2	EFT	GLORIA A WALTMAN	2,953.49	October Payroll
6594	11/08/2019	Payroll	2	EFT	TERRY D WAY	4,803.41	October Payroll
6595	11/08/2019	Payroll	2	EFT	ROGER E WENTZ	520.78	October Payroll
6596	11/08/2019	Payroll	2	EFT	TIMOTHY J WILSEY	2,699.80	October Payroll
6599	11/08/2019	Payroll	2	EFT	AFLAC	284.00	Pay Cycle(s) 11/01/2019 To 11/30/2019 - AFLAC; Pay Cycle(s) 11/01/2019 To 11/30/2019 - AFLAC Pre Tax



# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

01/01/2019 To: 11/30/2019

Time: 17:05:19 Date: 11/05/2019

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6600	11/08/2019	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	85,243.61	LEOFF 1 RETIREE MEDICAL BENEFITS - 10/2019; Pay Cycle(s) 11/01/2019 To 11/30/2019 - Medical
6601	11/08/2019	Payroll	2	EFT	ICMA RETIREMENT TRUST #302189 ROTH	2,241.52	Pay Cycle(s) 11/01/2019 To 11/30/2019 - ICMA ROTH - 50CU; Pay Cycle(s) 11/01/2019 To 11/30/2019 - ICMA 457 ROTH
6602	11/08/2019	Payroll	2	EFT	ICMA RETIREMENT TRUST#108800	2,073.50	Pay Cycle(s) 11/01/2019 To 11/30/2019 - ICMA MNGT
6603	11/08/2019	Payroll	2	EFT	ICMA RETIREMENT TRUST#302189	10,792.74	Pay Cycle(s) 11/01/2019 To 11/30/2019 - ICMA Retirement Trust
6604	11/08/2019	Payroll	2	EFT	INTERNAL REVENUE SERVICE	70,998.44	941 Deposit for Pay Cycle(s) 11/01/2019 - 11/30/2019
6605	11/08/2019	Payroll	2	EFT	WA STATE DEPT OF SOCIAL	146.00	Pay Cycle(s) 11/01/2019 To 11/30/2019 - WSDCS
6606	11/08/2019	Payroll	2	EFT	WA STATE DRS - DCP	100.00	Pay Cycle(s) 11/01/2019 To 11/30/2019 - DRS - DCP
6607	11/08/2019	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT-PFML	1,128.34	Pay Cycle(s) 11/01/2019 To 11/30/2019 - PMFL
6608	11/08/2019	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	17,149.94	Pay Cycle(s) 11/01/2019 To 11/30/2019 - LEOFF II
6609	11/08/2019	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	29,166.63	Pay Cycle(s) 10/14/2019 To 10/14/2019 - PERS II; Pay Cycle(s) 11/01/2019 To 11/30/2019 - PERS II; Pay Cycle(s) 11/01/2019 To 11/30/2019 - PERS III
6610	11/08/2019	Payroll	2	100230	EMPLOYEE FUND	130.00	Pay Cycle(s) 11/01/2019 To 11/30/2019 - Employee Fund
6611	11/08/2019	Payroll	2	100231	TEAMSTERS LOCAL 760	706.00	Pay Cycle(s) 11/01/2019 To 11/30/2019 - Teamsters Dues
6612	11/08/2019	Payroll	2	100232	UNION GAP POLICE OFFICERS ASSN	1,500.00	Pay Cycle(s) 11/01/2019 To 11/30/2019 - UGPOA Dues
6613	11/08/2019	Payroll	2	100233	USABLE LIFE	85.50	Pay Cycle(s) 11/01/2019 To 11/30/2019 - USAbLe Life
6614	11/08/2019	Payroll	2	100234	WA STATE COUNCIL OF CNTY	729.25	Pay Cycle(s) 11/01/2019 To 11/30/2019 - AFCSME Dues
6615	11/08/2019	Payroll	2	100235	WA STATE COUNCIL OF	150.00	Pay Cycle(s) 11/01/2019 To 11/30/2019 - WSCOPO Dues
6616	11/08/2019	Payroll	2	100236	WESTERN CONFERENCE OF	1,743.59	Pay Cycle(s) 11/01/2019 To 11/30/2019 - Teamster's Pension
6617	11/08/2019	Payroll	2	100237	WESTERN STATES POLICE MEDICAL TRUST	1,086.30	Pay Cycle(s) 11/01/2019 To 11/30/2019 - WSPMT

001 Current Expense Fund	313,079.82
101 Street Fund	35,624.64
128 Transit System Fund	8,331.95
401 Water Fund	22,049.07
402 Garbage Fund	3,161.66
403 Sewer Fund	32,093.59

414,340.73 Payroll: 414,340.73

# WARRANT/CHECK REGISTER

CITY OF UNION GAP

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
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## City Council Communication

**Meeting Date:** November 12, 2019  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers – November 12, 2019

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**SYNOPSIS:** Claim Vouchers Dated November 12, 2019

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 100228 through 100229 and Voucher Nos. 100238 through 100314.  
In the amount of \$ 419,746.83.

**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

01/01/2019 To: 12/31/2019

Time: 14:21:16 Date: 11/06/2019

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6507	11/01/2019	Claims	2	EFT	XPRESS BILL PAY	396.66	ONLINE PAYMENTS FEE - 10/2019
6508	11/01/2019	Claims	2	EFT	MERCHANT SERVICES	964.52	CREDIT CARD PAYMENTS FEE - 10/2019
6630	11/05/2019	Claims	2	EFT	CHASE PAYMENTECH	876.90	ONLINE PAYMENTS FEE - 10/2019
6631	11/12/2019	Claims	2	EFT	CENTURY LINK	1,306.05	PW WORKS-10/2019; PUBLIC WORKS T1-10/2019;WA TELEMETRY-10/2019; CIVIC CENTER TRUNK SVC-10/2019
6632	11/12/2019	Claims	2	EFT	INTEGRA TELECOM	1,903.38	FIRE DEPT.11/03/2019-12/02/2019
6633	11/12/2019	Claims	2	EFT	OFFICE DEPOT-CITY HALL	144.18	STENO NOTEPADS; FACIAL TISSUE; CALENDAR; WALL CALENDAR & SIGN HERE FLAGS; PRESSBOARD FILES; BLUE FOLDERS
6634	11/12/2019	Claims	2	EFT	OFFICE DEPOT-PD	329.11	BINDER/TABS/PAPER/TAPE/ POST ITS/DVD; PAPER/PAPER CLIPS/COUNTERFEIT
6635	11/12/2019	Claims	2	EFT	SHELL OIL COMPANY	296.52	FUEL - LEAD
6712	11/12/2019	Claims	2	EFT	US BANK CARDMEMBER SVC	3,318.00	FUEL FOR DELP; #9627 HENNE REGISTRATION; INNOVATIONS & PARTNERSHIP IN TRANSPORTATION; #9627 CREDIT; HOTEL CANCELLATION; 9/24/19 TRAINING; WENATCHEE HOTEL RESERVATIONS; HENNE, DENNIS; 2019 WAPRO FALL C
6509	11/04/2019	Claims	2	100228	ALLIED, LLC	4,300.00	MAIN ST RECON PHASE 1; STPUS-4579(012) PROP ACQUISITION; #191205-24011
6527	11/04/2019	Claims	2	100229	CUMMINS INC	2,877.10	FIRE DEPT GENERATOR MAINTENANCE; MAINTENANCE : LIFT STATION;BOOSTER PUMP; WELL 5-GENERATOR
6626	11/07/2019	Claims	2	100238	MEDSTAR CABULANCE,	79,036.81	DIAL A RIDE/FIXED ROUTE-10/2019
6636	11/12/2019	Claims	2	100239	AMERIFUEL	2,448.52	FUEL OCT 16-31 2019
6637	11/12/2019	Claims	2	100240	ATLAS STAFFING INC	2,918.40	SEASONAL PARKS; WEEK WORKED 10.06.19; SEASONAL PARKS; WEEK WORKED 10.13.19
6638	11/12/2019	Claims	2	100241	B AND E AUTO DETAILING	789.86	#1027 SPRAY ON LINER; CIVIC CAMPUS VEHICLE - INTERIOR SMELL
6639	11/12/2019	Claims	2	100242	BASIN DISPOSAL OF YAKIMA LLC	89,704.74	GA/RCY-09/22/2019-10/21/201
6640	11/12/2019	Claims	2	100243	BELL, BROWN & RIO	7,500.00	CITY ATTORNEY-10/2019
6641	11/12/2019	Claims	2	100244	CANON FINACIAL SERVICES	186.10	COPIER CONTRACT SEPT 2019
6642	11/12/2019	Claims	2	100245	CAREY MOTORS	72.33	VEH 5 LOF/TIRE ROTATION/RECALL WORK; LOF VEH 9
6643	11/12/2019	Claims	2	100246	CENTRAL CHAIN & TRANSMISSION	45.51	BEARINGS
6644	11/12/2019	Claims	2	100247	CENTRAL PRE-MIX CONCRETE CO.	566.71	TRANSIT @ 14TH STREET
6645	11/12/2019	Claims	2	100248	CENTRAL VALLEY GLASS INC.	573.46	TRANSIT 14TH ST BUS SHELTER

# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

01/01/2019 To: 12/31/2019

Time: 14:21:16 Date: 11/06/2019

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6646	11/12/2019	Claims	2	100249	CENTRAL WA AG MUSEUM	2,033.00	AG MUSEUM UTILITIES-09/2019
6647	11/12/2019	Claims	2	100250	CENTRAL WASHINGTON FAIR ASSOC.	2,083.00	MARKETING & SALES-11/2019
6648	11/12/2019	Claims	2	100251	CINTAS CORP #605	78.83	CIVIC CENTER & PD - MAT SVC
6649	11/12/2019	Claims	2	100252	CITY OF YAKIMA	64,992.71	WHOLESALE SEWER; 3-PARTY AGREEMENT; SEPTEMBER 2019
6650	11/12/2019	Claims	2	100253	COLEMAN OIL COMPANY	57.48	PW/ CED FUEL- 10/19
6651	11/12/2019	Claims	2	100254	COLONIAL LAWN & GARDEN, INC.	954.03	CIVIC CENTER LAWN SVC-10/2019
6652	11/12/2019	Claims	2	100255	COLUMBIA ASPHALT & READY-MIX	549.59	HMA 1/2" COMMERCIAL 64-28; 8.35 TON; 092519
6653	11/12/2019	Claims	2	100256	COPIERS NORTHWEST	302.86	COPIER MAINTENANCE 9/24-10/23 2019
6654	11/12/2019	Claims	2	100257	CORE & MAIN LP	2,187.18	NEPTUNE TURBINE X 2; NEPTUNE REGISTER
6655	11/12/2019	Claims	2	100258	CUMMINS INC	46.19	FIRE DEPARTMENT GENERATOR ANTIFREEZE
6656	11/12/2019	Claims	2	100259	D & G CLEANING,LLC	5,326.00	PRE/POST CLEANING-10/2019; CIVIC CENTER & PD CLEANING-10/2019
6657	11/12/2019	Claims	2	100260	PRILCILA DELATORRE	46.13	Refund Utility Deposit
6658	11/12/2019	Claims	2	100261	TORIN M DELVO	150.00	2019 BOOT REIMBURSEMENT
6659	11/12/2019	Claims	2	100262	DIVERSIONS LLC	167.56	MECHO SHADE SWITCH
6660	11/12/2019	Claims	2	100263	DON WOLTERSTORFF PHOTOGRAPHY	1,405.66	CIVIC CENTER WALL PICTURES
6661	11/12/2019	Claims	2	100264	EAGLE SIGNS, LLC	1.80	OVERPAYMENT FOR INVOICE # 5461, PERMIT # 2019.0261.SI0012
6662	11/12/2019	Claims	2	100265	EDGE CONSTRUCTION SUPPLY	62.14	PAINT; UPSIDE DOWN FOR UTILITY LOCATES
6663	11/12/2019	Claims	2	100266	EXPRESS SERVICES INC	758.67	UG PD 1 - RECEPTIONIST-10/13/2019
6664	11/12/2019	Claims	2	100267	FASTENAL	358.51	#1026 CAP SCREW, NUT, WASHER, BACKING, SPRAY PAINT; FINISH JOBBER DRILL, POWER BIT - BUS SHELTER SUPPLIES; CITY MANAGER LIME ZIP VEST; GRIP GLOVES, ALUMINA BLACKSTONE FLAP DISC; EYE BOLT, SAW BLADE
6665	11/12/2019	Claims	2	100268	FEDEX	37.40	SHIPPED PIERCE FLOW METER; REPAIR; 8.1 LBS
6666	11/12/2019	Claims	2	100269	FIRESTONE TIRE & SERVICE CTRS	1,332.77	NEW TIRES VEH 24; NEW TIRES VEH 14
6667	11/12/2019	Claims	2	100270	FUTURELINK COMMUNICATIONS	608.06	REPLACE NETWORK CABLE; TROUBLE SHOOT EXT.1029;1028-CIVIC CAMPUS
6668	11/12/2019	Claims	2	100271	GAP AUTO PARTS - PW	30.64	STEEL WOOL, SWIRL REMOVER, SPRAY
6669	11/12/2019	Claims	2	100272	GRANT J HUNT CO	4,426.93	JAMES BEARD SEATTLE EVENT; HAUNTED OCTOBER TATTOS; DESIGN & MARKETING-10/2019

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6670	11/12/2019	Claims	2	100273	H.D. FOWLER COMPANY	3,400.81	WATER SUPPLIES; TEES, ELBOWS, COUPLINGS, METER BOXES; QUICK JOINT STIFFENER; METER BOXES, COUPLINGS, QUICK JOINT STIFFENER; PEX TUBING; SEALANT; CREDIT RETURN; CLEANOUT RING AND COVER
6671	11/12/2019	Claims	2	100274	LORETTA HARLAN	20.37	DEPOSIT UTILITY REFUND
6672	11/12/2019	Claims	2	100275	ROBERT M HENNESSY	140.65	2019 BOOT REIMBURSEMENT
6673	11/12/2019	Claims	2	100276	IMELDA HERNANDEZ	115.73	UTILITY DEPOSIT REFUND
6674	11/12/2019	Claims	2	100277	HLA ENGINEERING & LAND SURVEYING INC	37,621.99	PROFESSIONAL SERVICES THRU 09.30.19
6675	11/12/2019	Claims	2	100278	INTERSTATE BATTERIES	255.30	#1022 MTZ-65, ATCORE X 1
6676	11/12/2019	Claims	2	100279	ITEC INC	8,223.19	#1022 VXF85II SNOWDOGG PLOW & INSTALLATION
6677	11/12/2019	Claims	2	100280	JOHN DEERE FINANCIAL	43.27	WATER VAN; LED ALUM FLASHLIGHT
6678	11/12/2019	Claims	2	100281	JONDERFIN, LLC	75.00	UG ENVELOPE DESIGN
6679	11/12/2019	Claims	2	100282	KNOBEL'S ELECTRIC, INC.	754.21	REMOVE BANNER @ ROUNABOUT
6680	11/12/2019	Claims	2	100283	KORNS APPRAISAL SERVICE	950.00	3202 SO. 1ST STREET
6681	11/12/2019	Claims	2	100284	LOWES COMPANY INC	2,572.22	PAINT (BEAUTIFICATION); ZINC EXTRA HE, 5/16 IN PROOF COIL; 2-4-92-5/8 #2 KD DF-HEM-L; STORMWATER MAN HOLE SUPPLIES; CONTRACTOR BAGS; TARP STRAPS & TARP; FR 18 CU FT TM FFTR1814TW FOR BARN; 48
6682	11/12/2019	Claims	2	100285	TRAVIS MOSLEY	48.20	Refund Utility Deposit
6683	11/12/2019	Claims	2	100286	N C MACHINERY CO	3,092.32	#3007 CONTROL GP A & SHIPPING; REPLACE AC COMPRESSOR BELT ON GENERATOR, INSPECT BATTERIES AND CHARGING SYSTEM
6684	11/12/2019	Claims	2	100287	ROBERT R NORTHCOTT	1,015.00	PUBLIC DEFENDER-10/24/2019-11/5/2019
6685	11/12/2019	Claims	2	100288	OFFICE SOLUTIONS NORTHWEST	542.73	COPY PAPER; THERMAL ROLLS; POST IT; GEL PENS; INK CTG'S; BINDER; ENVELOPE CLASP; INK CTG'S; BINDER DATA
6686	11/12/2019	Claims	2	100289	ONE CALL CONCEPTS INC	33.17	UTILITY LOCATES-10/2019
6687	11/12/2019	Claims	2	100290	PACIFIC POWER	24,424.91	STREETS;WELLS;AREA LIGHTS;LONGFIBRE;TRAFFIC LIGHTS-10/2019; LIFT STATION-11/2019; PD POWER-11/2019; CIVIC CENTER & FIRE DEPT.-11/2019
6688	11/12/2019	Claims	2	100291	MIGUEL & MARTINA PALOMINO	36.97	REFUND UTILITY DEPOSIT
6689	11/12/2019	Claims	2	100292	PEOPLE FOR PEOPLE	1,628.00	SENIOR NUTRITION SITE MANAGER-10/2019

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6690	11/12/2019	Claims	2	100293	PRECISION METAL WORKS LLC	428.79	CUT BACK PLATE ABOVE CHAIN SYSTEM PREVENT GRAVEL STICKING IN SPROCKET; ROUND DISKS, 58"X45" 16 GA HRPO
6691	11/12/2019	Claims	2	100294	REPUBLIC PUBLISHING CO	1,530.16	FAIR TRANSIT 2019 NEWSPAPER AD; NTC OF APPLICATION & CLASS 2 REVIEW; NTC OF APPLICATION SITE PLAN REVIEW; NTC OF PUBLIC HEARING; VALOREM TAXES AND REVENUE 2020 BUDGET; SUMMARY OF ORD# 2975
6692	11/12/2019	Claims	2	100295	SEARS COMMERCIAL ONE	173.11	COSTWAY 12 TON SHOP PRESS PLATES FOR HYDRAULIC JACK STAND EQUIPMENT
6693	11/12/2019	Claims	2	100296	DON C. SMITH	435.98	LEOFF 1 RETIREE RX & MEDICARE-11/01/2019-01/31/2020
6694	11/12/2019	Claims	2	100297	THE JANITOR'S CLOSET	342.66	CIVIC CENTER; CAN LINERS - PARKS; PAPER ROLLS; CAN LINERS; TOWEL ROLLS; GREEN FOAM SOAP; SOAP DISP-AB/BARN
6695	11/12/2019	Claims	2	100298	TRAFFIC SAFETY SUPPLY CO INC	764.46	SAFEHIT POSTS & SURFACE MOUNTS
6696	11/12/2019	Claims	2	100299	TROY LEE & ASSOCIATES	2,645.00	PUBLIC DEFENDER SERVICE COUNSEL
6697	11/12/2019	Claims	2	100300	TRUE LAW GROUP, PS	2,180.00	PUBLIC DEFENDER
6698	11/12/2019	Claims	2	100301	ULINE	222.37	NITRILE GLOVES/ZIP TIES
6699	11/12/2019	Claims	2	100302	UNION GAP WATER FUND & SEWER	3,164.35	PARKS-10/2019; 4401 MAIN STREET-10/2019; CIVIC CENTER & FIRE DEPT.-10/2019; WATER/SEWER/GARBAGE OCT 2019
6700	11/12/2019	Claims	2	100303	UNUM LIFE INSURANCE	111.30	LEOFF 1 LONG TERM CARE-11/2019
6701	11/12/2019	Claims	2	100304	VERIZON WIRELESS - PD2#672326319	1,520.62	MODEMS AUG/SEPT; SEPT/OCT 2019
6702	11/12/2019	Claims	2	100305	VERIZON WIRELESS - PW #542075407	276.60	PW-CELL SERVICE-09/16-10/15/19
6703	11/12/2019	Claims	2	100306	WA STATE DEPT OF TRANSPORTATION	3,204.97	SIGNAL MAINT, REPAIR & ADDITIONS; SEPTEMBER 2019
6704	11/12/2019	Claims	2	100307	WATER TECH	2,640.00	DOUBLE CHECK VALVE ASSEMBLY TEST, RPBA TEST, CONFINED SPACE ENTRY
6705	11/12/2019	Claims	2	100308	WILBERT PRECAST	702.65	D&L A-2001L DRAIN; STORMWATER
6706	11/12/2019	Claims	2	100309	BARRY M WOODARD	12,360.00	PUBLIC DEFENDER-10/2019
6707	11/12/2019	Claims	2	100310	YAKIMA CO AUDITOR	104.50	PARTIAL RELEASE OF CLAIM - CLARY
6708	11/12/2019	Claims	2	100311	YAKIMA CO DISTRICT COURT	2,396.00	PROBATION SVC-SUPERVISOR 3RD QTR 2019

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6709	11/12/2019	Claims	2	100312	YAKIMA COOPERATIVE ASSN	821.40	GATE ANCHOR WOOD POST 2 WAY; T POST CLIPS; STRAW BALES 2 STRING; BULK PROPANE; BARN
6710	11/12/2019	Claims	2	100313	YAKIMA HUMANE SOCIETY	1,000.00	ANIMAL CONTROL SERVICE-10/2019
6711	11/12/2019	Claims	2	100314	YAKIMA VALLEY TOURISM	9,175.87	FACEBOOK AD; ISTOCK PHOTOS;1889 MAG/10-11/19; NW TRAVEL-JULY,AUG,SEPT,OC T,NOV & DEC 19
						66,473.89	
						26,841.25	
						6,459.93	
						11,258.87	
						78.54	
						26,064.27	
						2,573.83	
						80,936.15	
						8,746.98	
						19,168.76	
						90,905.65	
						79,971.31	
						267.40	
						Claims:	419,746.83
						* Transaction Has Mixed Revenue And Expense Accounts	419,746.83



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6507	11/01/2019	Claims	2	EFT	XPRESS BILL PAY	396.66	ONLINE PAYMENTS FEE - 10/2019
					401 - 534 50 49 00 - MISCELLANEOUS	132.22	
					403 - 535 50 49 00 - MISCELLANEOUS	132.22	
					402 - 537 50 49 00 - MISCELLANEOUS	132.22	
6508	11/01/2019	Claims	2	EFT	MERCHANT SERVICES	964.52	CREDIT CARD PAYMENTS FEE - 10/2019
					401 - 534 50 49 00 - MISCELLANEOUS	321.51	
					403 - 535 50 49 00 - MISCELLANEOUS	321.51	
					402 - 537 50 49 00 - MISCELLANEOUS	321.50	
6630	11/05/2019	Claims	2	EFT	CHASE PAYMENTECH	876.90	ONLINE PAYMENTS FEE - 10/2019
					001 - 524 20 49 00 - MISCELLANEOUS	57.41	
					401 - 534 50 49 00 - MISCELLANEOUS	254.02	
					403 - 535 50 49 00 - MISCELLANEOUS	254.03	
					402 - 537 50 49 00 - MISCELLANEOUS	254.03	
					001 - 558 60 49 00 - MISCELLANEOUS	57.41	
6631	11/12/2019	Claims	2	EFT	CENTURY LINK	1,306.05	PW WORKS-10/2019; PUBLIC WORKS T1-10/2019;WA TELEMETRY-10/2019; CIVIC CENTER TRUNK SVC-10/2019
					001 - 518 20 42 00 - COMMUNICATION	612.39	
					401 - 534 50 42 00 - COMMUNICATION	31.47	
					401 - 534 50 42 00 - COMMUNICATION	360.30	
					401 - 534 50 42 00 - COMMUNICATION	51.87	
					403 - 535 50 42 00 - COMMUNICATION	31.47	
					403 - 535 50 42 00 - COMMUNICATION	51.87	
					402 - 537 50 42 00 - COMMUNICATION	31.47	
					402 - 537 50 42 00 - COMMUNICATION	51.88	
					101 - 543 30 42 00 - COMMUNICATION	31.45	
					101 - 543 30 42 00 - COMMUNICATION	51.88	
6632	11/12/2019	Claims	2	EFT	INTEGRA TELECOM	1,903.38	FIRE DEPT.11/03/2019-12/02/2019
					001 - 518 20 42 00 - COMMUNICATION	1,903.38	
6633	11/12/2019	Claims	2	EFT	OFFICE DEPOT-CITY HALL	144.18	STENO NOTEPADS; FACIAL TISSUE; CALENDAR; WALL CALENDAR & SIGN HERE FLAGS; PRESSBOARD FILES; BLUE FOLDERS
					001 - 513 10 31 00 - SUPPLIES	3.29	
					001 - 514 23 31 00 - SUPPLIES	3.13	
					001 - 514 23 31 00 - SUPPLIES	11.00	
					001 - 514 30 31 00 - SUPPLIES	3.12	
					001 - 514 30 31 00 - SUPPLIES	11.00	
					001 - 524 20 31 00 - SUPPLIES	35.78	
					001 - 524 20 31 00 - SUPPLIES	4.64	
					401 - 534 50 31 00 - SUPPLIES	6.36	
					403 - 535 50 31 00 - SUPPLIES	6.36	
					402 - 537 50 31 00 - SUPPLIES	6.36	
					101 - 542 30 31 00 - SUPPLIES	6.36	
					001 - 558 60 31 00 - SUPPLIES	35.78	
					001 - 558 60 31 00 - SUPPLIES	4.63	
					001 - 576 80 31 00 - SUPPLIES	6.37	
6634	11/12/2019	Claims	2	EFT	OFFICE DEPOT-PD	329.11	BINDER/TABS/PAPER/TAPE/POST ITS/DVD; PAPER/PAPER CLIPS/COUNTERFEIT PEN/TABLETS/BINDERS/
					001 - 521 21 31 00 - INVESTIGATION SUPPLIES	56.96	
					001 - 528 80 31 00 - OFFICE & OPERATING SUP	139.45	
					001 - 528 80 31 00 - OFFICE & OPERATING SUP	132.70	
6635	11/12/2019	Claims	2	EFT	SHELL OIL COMPANY	296.52	FUEL - LEAD
					001 - 521 10 49 00 - PD ADMIN MISCELLANEOUS	49.00	
					001 - 521 21 32 01 - LEAD TASK FORCE - FUEL	247.52	

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6712	11/12/2019	Claims	2	EFT	US BANK CARDMEMBER SVC	3,318.00	FUEL FOR DELP; #9627 HENNE REGISTRATION; INNOVATIONS & PARTNERSHIP IN TRANSPORTATION; #9627 CREDIT; HOTEL CANCELLATION; 9/24/19 TRAINING; WENATCHEE HOTEL RESERVATIONS; HENNE, DENNIS; 2019 WAPRO FALL C
					001 - 511 60 49 00 - MISCELLANEOUS	8.93	
					001 - 513 10 31 00 - SUPPLIES	43.56	
					001 - 513 10 31 00 - SUPPLIES	18.37	
					001 - 513 10 31 00 - SUPPLIES	50.49	
					001 - 514 23 43 00 - TRAVEL	151.23	
					001 - 514 30 43 00 - TRAVEL	151.22	
					001 - 517 91 43 00 - TRAVEL	9.84	
					001 - 517 91 43 00 - TRAVEL	332.49	
					001 - 521 10 43 00 - PD ADMIN TRAVEL	21.37	
					001 - 521 10 43 00 - PD ADMIN TRAVEL	23.03	
					001 - 521 21 31 00 - INVESTIGATION SUPPLIES	32.42	
					001 - 521 21 32 01 - LEAD TASK FORCE - FUEL	50.00	
					001 - 521 40 32 00 - PD TRAINING FUEL	40.25	
					001 - 521 40 43 00 - PD TRAINING TRAVEL	707.04	
					001 - 521 40 43 00 - PD TRAINING TRAVEL	1,050.91	
					001 - 528 80 31 00 - OFFICE & OPERATING SUP	20.71	
					001 - 528 80 43 00 - TRAVEL	4.70	
					001 - 528 80 43 00 - TRAVEL	93.68	
					101 - 543 30 43 00 - TRAVEL	-209.59	
					101 - 543 30 49 00 - MISCELLANEOUS	488.81	
					101 - 543 30 49 00 - MISCELLANEOUS	150.00	
					115 - 594 21 64 15 - MACHINERY & EQUIPMEN	78.54	
6509	11/04/2019	Claims	2	100228	ALLIED, LLC	4,300.00	MAIN ST RECON PHASE 1; STPUS-4579(012) PROP ACQUISITION; #191205-24011
					121 - 595 10 63 28 - MAIN ST PHASE 1-ROW	4,300.00	
6527	11/04/2019	Claims	2	100229	CUMMINS INC	2,877.10	FIRE DEPT GENERATOR MAINTENANCE; MAINTENANCE : LIFT STATION; BOOSTER PUMP; WELL 5-GENERATOR
					001 - 522 50 48 00 - FD FACILITIES - REPAIRS &	446.09	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	2,431.01	
6626	11/07/2019	Claims	2	100238	MEDSTAR CABULANCE, INC.	79,036.81	DIAL A RIDE/FIXED ROUTE-10/2019
					128 - 547 60 49 00 - TRANSIT SERVICE PAYME	79,036.81	
6636	11/12/2019	Claims	2	100239	AMERIFUEL	2,448.52	FUEL OCT 16-31 2019
					001 - 521 10 32 00 - PD ADMIN FUEL	198.03	
					001 - 521 10 49 00 - PD ADMIN MISCELLANEOI	60.94	
					001 - 521 21 32 00 - INVESTIGATION FUEL	319.61	
					001 - 521 21 32 01 - LEAD TASK FORCE - FUEL	363.85	
					001 - 521 22 32 00 - PATROL FUEL	1,506.09	
6637	11/12/2019	Claims	2	100240	ATLAS STAFFING INC	2,918.40	SEASONAL PARKS; WEEK WORKED 10.06.19; SEASONAL PARKS; WEEK WORKED 10.13.19
					001 - 576 80 41 00 - PROFESSIONAL SERVICES-	1,459.20	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES-	1,459.20	
6638	11/12/2019	Claims	2	100241	B AND E AUTO DETAILING	789.86	#1027 SPRAY ON LINER; CIVIC CAMPUS VEHICLE - INTERIOR SMELL CLEANING

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					001 - 518 31 48 00 - REPAIRS & MAINTENANCE	156.89	
					403 - 531 30 48 00 - STORMWATER REPAIRS &	37.97	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	158.24	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	126.59	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	94.95	
					101 - 542 66 48 00 - REPAIRS & MAINTENANCE	31.65	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	44.31	
					128 - 547 60 48 00 - REPAIRS & MAINTENANCE	44.31	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	94.95	
6639	11/12/2019	Claims	2	100242	BASIN DISPOSAL OF YAKIMA LLC	89,704.74	GA/RCY-09/22/2019-10/21/2019
					402 - 537 60 49 00 - CONTRACTED SERVICES	89,704.74	
6640	11/12/2019	Claims	2	100243	BELL, BROWN & RIO	7,500.00	CITY ATTORNEY-10/2019
					001 - 515 31 41 01 - LEGAL SERVICES-CIVIL - C	7,500.00	
6641	11/12/2019	Claims	2	100244	CANON FINACIAL SERVICES	186.10	COPIER CONTRACT SEPT 2019
					001 - 528 80 45 00 - OPERATING RENTALS & LI	186.10	
6642	11/12/2019	Claims	2	100245	CAREY MOTORS	72.33	VEH 5 LOF/TIRE ROTATION/RECALL WORK; LOF VEH 9
					001 - 521 22 48 00 - PATROL REPAIRS & MAIN	45.34	
					001 - 521 22 48 00 - PATROL REPAIRS & MAIN	26.99	
6643	11/12/2019	Claims	2	100246	CENTRAL CHAIN & TRANSMISSION	45.51	BEARINGS
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	45.51	
6644	11/12/2019	Claims	2	100247	CENTRAL PRE-MIX CONCRETE CO.	566.71	TRANSIT @ 14TH STREET
					128 - 547 60 41 00 - PROFESSIONAL SERVICES	566.71	
6645	11/12/2019	Claims	2	100248	CENTRAL VALLEY GLASS INC.	573.46	TRANSIT 14TH ST BUS SHELTER
					128 - 547 60 41 00 - PROFESSIONAL SERVICES	573.46	
6646	11/12/2019	Claims	2	100249	CENTRAL WA AG MUSEUM	2,033.00	AG MUSEUM
					107 - 571 10 42 00 - COMMUNICATION-AG MU	166.70	
					107 - 571 10 47 00 - UTILITIES-AG MUSEUM	1,866.30	
6647	11/12/2019	Claims	2	100250	CENTRAL WASHINGTON FAIR ASSOC.	2,083.00	MARKETING & SALES-11/2019
					108 - 557 30 44 01 - STATE FAIR PARK SALES F	2,083.00	
6648	11/12/2019	Claims	2	100251	CINTAS CORP #605	78.83	CIVIC CENTER & PD - MAT SVC
					001 - 518 31 45 00 - OPERATING RENTALS & LI	45.15	
					001 - 521 50 45 00 - PD FACILITIES OPERATION	33.68	
6649	11/12/2019	Claims	2	100252	CITY OF YAKIMA	64,992.71	WHOLESALE SEWER; 3-PARTY AGREEMENT; SEPTEMBER 2019
					403 - 535 50 41 03 - INTERGOVERNMENTAL PF	64,992.71	
6650	11/12/2019	Claims	2	100253	COLEMAN OIL COMPANY	57.48	PW/ CED FUEL- 10/19
					001 - 524 20 32 00 - FUEL	20.30	
					001 - 524 20 32 00 - FUEL	3.38	
					401 - 534 50 32 00 - FUEL	3.38	
					403 - 535 50 32 00 - FUEL	3.38	
					101 - 542 30 32 00 - FUEL	3.38	
					001 - 558 60 32 00 - FUEL	20.29	
					001 - 558 60 32 00 - FUEL	3.37	

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6651	11/12/2019	Claims	2	100254	COLONIAL LAWN & GARDEN, INC.	954.03	CIVIC CENTER LAWN SVC-10/2019
					001 - 518 20 48 00 - REPAIRS & MAINTENANCE	954.03	
6652	11/12/2019	Claims	2	100255	COLUMBIA ASPHALT & READY-MIX	549.59	HMA 1/2" COMMERCIAL 64-28; 8.35 TON; 092519
					101 - 542 30 31 00 - SUPPLIES	549.59	
6653	11/12/2019	Claims	2	100256	COPIERS NORTHWEST	302.86	COPIER MAINTENANCE 9/24-10/23 2019
					001 - 528 80 48 00 - REPAIRS & MAINTENANCE	302.86	
6654	11/12/2019	Claims	2	100257	CORE & MAIN LP	2,187.18	NEPTUNE TURBINE X 2; NEPTUNE REGISTER
					401 - 534 50 31 00 - SUPPLIES	2,187.18	
6655	11/12/2019	Claims	2	100258	CUMMINS INC	46.19	FIRE DEPARTMENT GENERATOR ANTIFREEZE
					001 - 522 50 31 00 - FD FACILITES - SUPPLIES	46.19	
6656	11/12/2019	Claims	2	100259	D & G CLEANING,LLC	5,326.00	PRE/POST CLEANING-10/2019; CIVIC CENTER & PD CLEANING-10/2019
					001 - 518 31 41 00 - PROFESSIONAL SERVICES	4,056.00	
					001 - 576 80 41 01 - PROF SVC- D&G CLEANING	1,270.00	
6657	11/12/2019	Claims	2	100260	PRILCILA DELATORRE	46.13	Refund Utility Deposit
					414 - 586 00 04 14 - DEPOSIT REFUND	46.13	Refund Utility Deposit
6658	11/12/2019	Claims	2	100261	TORIN M DELVO	150.00	2019 BOOT REIMBURSEMENT
					403 - 535 50 21 00 - UNIFORMS & EQUIPMENT	150.00	
6659	11/12/2019	Claims	2	100262	DIVERSIONS LLC	167.56	MECHO SHADE SWITCH
					001 - 518 31 31 00 - SUPPLIES	167.56	
6660	11/12/2019	Claims	2	100263	DON WOLTERSTORFF PHOTOGRAPHY	1,405.66	CIVIC CENTER WALL PICTURES
					001 - 518 20 41 00 - PROF. SERVICES	1,405.66	
6661	11/12/2019	Claims	2	100264	EAGLE SIGNS, LLC	1.80	OVERPAYMENT FOR INVOICE # 5461, PERMIT # 2019.0261.SI0012
					001 - 369 91 00 01 - OTHER MISCELLANEOUS I	-1.80	
6662	11/12/2019	Claims	2	100265	EDGE CONSTRUCTION SUPPLY	62.14	PAINT; UPSIDE DOWN FOR UTILITY LOCATES
					401 - 534 50 31 00 - SUPPLIES	31.07	
					403 - 535 50 31 00 - SUPPLIES	31.07	
6663	11/12/2019	Claims	2	100266	EXPRESS SERVICES INC	758.67	UG PD 1 - RECEPTIONIST-10/13/2019
					001 - 522 10 41 00 - PROFESSIONAL SERVICES	758.67	
6664	11/12/2019	Claims	2	100267	FASTENAL	358.51	#1026 CAP SCREW, NUT, WASHER, BACKING, SPRAY PAINT; FINISH JOBBER DRILL, POWER BIT - BUS SHELTER SUPPLIES; CITY MANAGER LIME ZIP VEST; GRIP GLOVES, ALUMINA BLACKSTONE FLAP DISC; EYE BOLT, SAW BLADE
					001 - 513 60 31 00 - OFFICE & OPERATING SUP	18.37	
					403 - 531 30 31 00 - STORMWATER - SUPPLIES	1.01	
					401 - 534 50 31 00 - SUPPLIES	5.07	
					401 - 534 50 31 00 - SUPPLIES	54.03	
					403 - 535 50 31 00 - SUPPLIES	4.06	
					403 - 535 50 31 00 - SUPPLIES	54.03	
					402 - 537 50 31 00 - SUPPLIES	54.03	

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					101 - 542 30 31 00 - SUPPLIES	3.04	
					101 - 542 30 31 00 - SUPPLIES	54.03	
					101 - 542 66 31 00 - SUPPLIES	1.02	
					101 - 542 67 31 00 - SUPPLIES	1.02	
					101 - 542 70 31 00 - SUPPLIES	1.02	
					128 - 547 60 31 00 - OFFICE & OPERATING SUP	1.01	
					128 - 547 60 31 00 - OFFICE & OPERATING SUP	49.70	
					001 - 576 80 31 00 - SUPPLIES	3.04	
					001 - 576 80 31 00 - SUPPLIES	54.03	
6665	11/12/2019	Claims	2	100268	FEDEX	37.40	SHIPPED PIERCE FLOW METER; REPAIR; 8.1 LBS
					403 - 535 50 42 00 - COMMUNICATION	37.40	
6666	11/12/2019	Claims	2	100269	FIRESTONE TIRE & SERVICE CTRS	1,332.77	NEW TIRES VEH 24; NEW TIRES VEH 14
					001 - 521 21 48 00 - INVESTIGATION REPAIRS ,	652.13	
					001 - 521 22 48 00 - PATROL REPAIRS & MAIN	680.64	
6667	11/12/2019	Claims	2	100270	FUTURELINK COMMUNICATIONS	608.06	REPLACE NETWORK CABLE; TROUBLE SHOOT EXT.1029;1028-CIVIC CAMPUS
					001 - 518 88 41 00 - NEXTREQUEST SUPPORT	608.06	
6668	11/12/2019	Claims	2	100271	GAP AUTO PARTS - PW	30.64	STEEL WOOL, SWIRL REMOVER, SPRAY
					401 - 534 50 31 00 - SUPPLIES	6.13	
					403 - 535 50 31 00 - SUPPLIES	6.13	
					402 - 537 50 31 00 - SUPPLIES	6.12	
					101 - 542 30 31 00 - SUPPLIES	6.13	
					001 - 576 80 31 00 - SUPPLIES	6.13	
6669	11/12/2019	Claims	2	100272	GRANT J HUNT CO	4,426.93	JAMES BEARD SEATTLE EVENT; HAUNTED OCTOBER TATTOS; DESIGN & MARKETING-10/2019
					107 - 557 30 31 01 - GRANT J HUNT - SUPPLIES	326.62	
					107 - 557 30 41 01 - GRANT J. HUNT COL	3,750.00	
					107 - 557 30 43 01 - GRANT J HUNT TRAVEL	350.31	
6670	11/12/2019	Claims	2	100273	H.D. FOWLER COMPANY	3,400.81	WATER SUPPLIES; TEES, ELBOWS, COUPLINGS, METER BOXES; QUICK JOINT STIFFENER; METER BOXES, COUPLINGS, QUICK JOINT STIFFENER; PEX TUBING; SEALANT; CREDIT RETURN; CLEANOUT RING AND COVER
					401 - 534 50 31 00 - SUPPLIES	3,278.05	
					403 - 535 50 31 00 - SUPPLIES	122.76	
6671	11/12/2019	Claims	2	100274	LORETTA HARLAN	20.37	DEPOSIT UTILITY REFUND
					414 - 586 00 04 14 - DEPOSIT REFUND	20.37	
6672	11/12/2019	Claims	2	100275	ROBERT M HENNESSY	140.65	2019 BOOT REIMBURSEMENT
					001 - 576 80 21 00 - UNIFORMS & EQUIPMENT	140.65	
6673	11/12/2019	Claims	2	100276	IMELDA HERNANDEZ	115.73	UTILITY DEPOSIT REFUND
					414 - 586 00 04 14 - DEPOSIT REFUND	115.73	
6674	11/12/2019	Claims	2	100277	HLA ENGINEERING & LAND SURVEYING INC	37,621.99	PROFESSIONAL SERVICES THRU 09.30.19
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	569.62	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	5,971.50	
					101 - 543 30 41 00 - PROFESSIONAL SERVICES	569.62	
					121 - 595 10 41 28 - MAIN ST PHASE 1-PROF SV	13,928.11	
					304 - 595 30 65 02 - VMB - CONSTRUCTION	8,746.98	
					121 - 595 64 00 40 - SAFE ROUTES TO SCHOOL	1,911.16	

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			121 - 595 64 00 41		COMPLETE STREETS PROJ	5,925.00	
6675	11/12/2019	Claims	2	100278	INTERSTATE BATTERIES	255.30	#1022 MTZ-65, ATCORE X 1
			101 - 542 30 48 00		REPAIRS & MAINTENANCE	255.30	
6676	11/12/2019	Claims	2	100279	ITEC INC	8,223.19	#1022 VXF85H SNOWDOGG PLOW & INSTALLATION
			403 - 594 38 64 00		STORMWATER-MACHINER	1,449.88	
			101 - 595 43 64 00		MACHINERY & EQUIPMEN	6,773.31	
6677	11/12/2019	Claims	2	100280	JOHN DEERE FINANCIAL	43.27	WATER VAN; LED ALUM FLASHLIGHT
			401 - 534 50 31 00		SUPPLIES	43.27	
6678	11/12/2019	Claims	2	100281	JONDERFIN, LLC	75.00	UG ENVELOPE DESIGN
			001 - 513 10 41 01		PROFESSIONAL SERVICES	7.50	
			001 - 514 23 41 00		PROFESSIONAL SERVICES	7.50	
			001 - 514 30 41 00		PROFESSIONAL SERVICES	7.50	
			001 - 524 20 41 00		PROFESSIONAL SERVICES	7.50	
			401 - 534 50 41 00		PROFESSIONAL SERVICES	7.50	
			403 - 535 50 41 00		PROFESSIONAL SERVICES	7.50	
			402 - 537 50 41 00		PROFESSIONAL SERVICES	7.50	
			101 - 542 30 41 00		PROFESSIONAL SERVICES	7.50	
			001 - 558 60 41 00		PROFESSIONAL SERVICES	7.50	
			001 - 576 80 41 00		PROFESSIONAL SERVICES	7.50	
6679	11/12/2019	Claims	2	100282	KNOBEL'S ELECTRIC, INC.	754.21	REMOVE BANNER @ ROUNDAABOUT
			101 - 543 30 41 00		PROFESSIONAL SERVICES	754.21	
6680	11/12/2019	Claims	2	100283	KORNS APPRAISAL SERVICE	950.00	3202 SO. 1ST STREET
			001 - 511 60 41 01		PROFESSIONAL SERVICES	475.00	
			001 - 513 10 41 01		PROFESSIONAL SERVICES	475.00	
6681	11/12/2019	Claims	2	100284	LOWES COMPANY INC	2,572.22	PAINT (BEAUTIFICATION); ZINC EXTRA HE, 5/16 IN PROOF COIL; 2-4-92-5/8 #2 KD DF-HEM-L; STORMWATER MAN HOLE SUPPLIES; CONTRACTOR BAGS; TARP STRAPS & TARP; FR 18 CU FT TM FFTR1814TW FOR BARN; 48 INCH MAG
			001 - 513 60 31 00		OFFICE & OPERATING SUP	24.90	
			403 - 531 30 31 00		STORMWATER - SUPPLIES	301.13	
			403 - 531 30 31 00		STORMWATER - SUPPLIES	1.25	
			401 - 534 50 31 00		SUPPLIES	29.78	
			401 - 534 50 31 00		SUPPLIES	16.78	
			401 - 534 50 31 00		SUPPLIES	33.62	
			401 - 534 50 31 00		SUPPLIES	187.81	
			401 - 534 50 31 00		SUPPLIES	140.99	
			401 - 534 50 31 00		SUPPLIES	6.29	
			401 - 534 50 35 00		SMALL TOOLS & EQUIPME	12.25	
			401 - 534 50 35 00		SMALL TOOLS & EQUIPME	166.47	
			401 - 534 50 35 00		SMALL TOOLS & EQUIPME	112.94	
			401 - 534 50 35 00		SMALL TOOLS & EQUIPME	148.42	
			403 - 535 50 31 00		SUPPLIES	16.78	
			403 - 535 50 31 00		SUPPLIES	168.29	
			403 - 535 50 31 00		SUPPLIES	5.03	
			403 - 535 50 35 00		SMALL TOOLS & EQUIPME	54.45	
			403 - 535 50 35 00		SMALL TOOLS & EQUIPME	12.25	
			402 - 537 50 31 00		SUPPLIES	10.29	
			402 - 537 50 31 00		SUPPLIES	26.71	
			402 - 537 50 31 00		SUPPLIES	16.78	
			402 - 537 50 31 00		SUPPLIES	2.25	
			402 - 537 50 35 00		SMALL TOOLS & EQUIPME	12.25	
			101 - 542 30 31 00		SUPPLIES	16.81	

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					101 - 542 30 31 00 - SUPPLIES	3.77	
					101 - 542 30 35 00 - SMALL TOOLS & EQUIPME	12.25	
					101 - 542 66 31 00 - SUPPLIES	125.40	
					101 - 542 66 31 00 - SUPPLIES	1.89	
					101 - 542 70 31 00 - SUPPLIES	1.89	
					128 - 547 60 31 00 - OFFICE & OPERATING SUP	10.29	
					128 - 547 60 31 00 - OFFICE & OPERATING SUP	2.52	
					128 - 547 60 31 00 - OFFICE & OPERATING SUP	26.70	
					128 - 547 60 31 00 - OFFICE & OPERATING SUP	2.26	
					128 - 547 60 31 00 - OFFICE & OPERATING SUP	1.26	
					128 - 547 60 48 00 - REPAIRS & MAINTENANCE	9.87	
					001 - 576 80 31 00 - SUPPLIES	74.17	
					001 - 576 80 31 00 - SUPPLIES	512.92	
					001 - 576 80 31 00 - SUPPLIES	16.78	
					001 - 576 80 31 00 - SUPPLIES	229.71	
					001 - 576 80 31 00 - SUPPLIES	3.77	
					001 - 576 80 35 00 - SMALL TOOLS & EQUIPME	12.25	
6682	11/12/2019	Claims	2	100285	TRAVIS MOSLEY	48.20	Refund Utility Deposit
					414 - 586 00 04 14 - DEPOSIT REFUND	48.20	Refund Utility Deposit
6683	11/12/2019	Claims	2	100286	N C MACHINERY CO	3,092.32	#3007 CONTROL GP A & SHIPPING; REPLACE AC COMPRESSOR BELT ON GENERATOR, INSPECT BATTERIES AND CHARGING SYSTEM
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	51.85	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	51.85	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	51.85	
					101 - 542 66 48 00 - REPAIRS & MAINTENANCE	337.02	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	25.92	
					123 - 594 21 64 23 - MACHINERY & EQUIPMEN	2,573.83	
6684	11/12/2019	Claims	2	100287	ROBERT R NORTHCOTT	1,015.00	PUBLIC DEFENDER-10/24/2019-11/5/2019
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC	1,015.00	
6685	11/12/2019	Claims	2	100288	OFFICE SOLUTIONS NORTHWEST	542.73	COPY PAPER; THERMAL ROLLS; POST IT; GEL PENS; INK CTG'S; BINDER; ENVELOPE CLASP; INK CTG'S; BINDER DATA
					001 - 511 60 31 01 - SUPPLIES	0.71	
					001 - 513 10 31 00 - SUPPLIES	2.56	
					001 - 514 23 31 00 - SUPPLIES	10.45	
					001 - 514 23 31 00 - SUPPLIES	6.46	
					001 - 514 30 31 00 - SUPPLIES	62.81	
					001 - 517 91 31 00 - SUPPLIES	0.02	
					001 - 518 20 31 00 - SUPPLIES	0.03	
					001 - 521 10 31 00 - PD ADMIN SUPPLIES	0.05	
					001 - 522 10 31 00 - SUPPLIES	0.01	
					001 - 524 20 31 00 - SUPPLIES	4.06	
					001 - 524 20 31 00 - SUPPLIES	6.96	
					401 - 534 50 31 00 - SUPPLIES	32.38	
					401 - 534 50 31 00 - SUPPLIES	113.40	
					403 - 535 50 31 00 - SUPPLIES	1.18	
					403 - 535 50 31 00 - SUPPLIES	1.18	
					403 - 535 50 31 00 - SUPPLIES	32.38	
					403 - 535 50 31 00 - SUPPLIES	113.40	
					402 - 537 50 31 00 - SUPPLIES	1.18	
					402 - 537 50 31 00 - SUPPLIES	32.38	
					402 - 537 50 31 00 - SUPPLIES	113.39	
					101 - 543 30 31 00 - SUPPLIES	0.76	
					001 - 558 60 31 00 - SUPPLIES	0.01	
					001 - 558 60 31 00 - SUPPLIES	6.96	

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			001 - 576 80 31 00 - SUPPLIES			0.01	
6686	11/12/2019	Claims	2	100289	ONE CALL CONCEPTS INC	33.17	UTILITY LOCATES-10/2019
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			16.59	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			16.58	
6687	11/12/2019	Claims	2	100290	PACIFIC POWER	24,424.91	STREETS;WELLS;AREA LIGHTS;LONGFIBRE;TRAFFIC LIGHTS-10/2019; LIFT STATION-11/2019; PD POWER-11/2019; CIVIC CENTER & FIRE DEPT.-11/2019
			001 - 518 20 47 00 - UTILITIES/CITY HALL			1,753.21	
			001 - 521 50 47 00 - PD FACILITIES UTILITIES			43.90	
			401 - 534 50 47 00 - UTILITIES			7,837.33	
			403 - 535 50 47 00 - UTILITIES			1,455.12	
			101 - 542 63 47 00 - UTILITIES			11,608.73	
			101 - 542 64 47 00 - UTILITIES			646.23	
			001 - 576 80 47 00 - UTILITIES			1,080.39	
6688	11/12/2019	Claims	2	100291	MIGUEL & MARTINA PALOMINO	36.97	REFUND UTILITY DEPOSIT
			414 - 586 00 04 14 - DEPOSIT REFUND			36.97	
6689	11/12/2019	Claims	2	100292	PEOPLE FOR PEOPLE	1,628.00	SENIOR NUTRITION SITE MANAGER-10/2019
			001 - 571 21 41 00 - PROFESSIONAL SERVICES			1,628.00	
6690	11/12/2019	Claims	2	100293	PRECISION METAL WORKS LLC	428.79	CUT BACK PLATE ABOVE CHAIN SYSTEM PREVENT GRAVEL STICKING IN SPROCKET; ROUND DISKS, 58"X45" 16 GA HRPO
			401 - 534 50 31 00 - SUPPLIES			30.63	
			403 - 535 50 31 00 - SUPPLIES			30.63	
			402 - 537 50 31 00 - SUPPLIES			30.63	
			101 - 542 30 31 00 - SUPPLIES			30.62	
			101 - 542 66 48 00 - REPAIRS & MAINTENANCE			275.66	
			001 - 576 80 31 00 - SUPPLIES			30.62	
6691	11/12/2019	Claims	2	100294	REPUBLIC PUBLISHING CO	1,530.16	FAIR TRANSIT 2019 NEWSPAPER AD; NTC OF APPLICATION & CLASS 2 REVIEW; NTC OF APPLICATION SITE PLAN REVIEW; NTC OF PUBLIC HEARING;VALOREM TAXES AND REVENUE 2020 BUDGET; SUMMARY OF ORD# 2975
			001 - 511 60 44 00 - OFFICIAL PUBLICATIONS			58.03	
			001 - 514 23 44 00 - ADVERTISING			227.88	
			128 - 547 60 44 00 - ADVERTISING			611.25	
			001 - 558 60 42 00 - COMMUNICATION			633.00	
6692	11/12/2019	Claims	2	100295	SEARS COMMERCIAL ONE	173.11	COSTWAY 12 TON SHOP PRESS PLATES FOR HYDRAULIC JACK STAND EQUIPMENT
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			34.62	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			34.62	
			402 - 537 50 48 00 - REPAIRS & MAINTENANCE			34.62	
			101 - 542 30 48 00 - REPAIRS & MAINTENANCE			34.63	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			34.62	
6693	11/12/2019	Claims	2	100296	DON C. SMITH	435.98	LEOFF 1 RETIREE RX & MEDICARE-11/01/2019-01/31/2020
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			435.98	



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6694	11/12/2019	Claims	2	100297	THE JANITOR'S CLOSET	342.66	CIVIC CENTER; CAN LINERS - PARKS; PAPER ROLLS; CAN LINERS; TOWEL ROLLS; GREEN FOAM SOAP; SOAP DISP-AB/BARN
					001 - 518 31 31 00 - SUPPLIES	53.49	
					001 - 576 80 31 00 - SUPPLIES	221.18	
					001 - 576 80 31 00 - SUPPLIES	67.99	
6695	11/12/2019	Claims	2	100298	TRAFFIC SAFETY SUPPLY CO INC	764.46	SAFEHIT POSTS & SURFACE MOUNTS
					101 - 542 30 31 00 - SUPPLIES	764.46	
6696	11/12/2019	Claims	2	100299	TROY LEE & ASSOCIATES	2,645.00	PUBLIC DEFENDER SERVICE COUNSEL
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC	2,645.00	
6697	11/12/2019	Claims	2	100300	TRUE LAW GROUP, PS	2,180.00	PUBLIC DEFENDER
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC	2,180.00	
6698	11/12/2019	Claims	2	100301	ULINE	222.37	NITRILE GLOVES/ZIP TIES
					001 - 521 22 31 00 - PATROL SUPPLIES	222.37	
6699	11/12/2019	Claims	2	100302	UNION GAP WATER FUND & SEWER	3,164.35	PARKS-10/2019; 4401 MAIN STREET-10/2019; CIVIC CENTER & FIRE DEPT.-10/2019; WATER/SEWER/GARBAGE OCT 2019
					001 - 518 20 47 00 - UTILITIES/CITY HALL	594.71	
					001 - 521 50 47 00 - PD FACILITIES UTILITIES	207.91	
					403 - 535 50 47 00 - UTILITIES	692.76	
					001 - 576 80 47 00 - UTILITIES	1,668.97	
6700	11/12/2019	Claims	2	100303	UNUM LIFE INSURANCE	111.30	LEOFF 1 LONG TERM CARE-11/2019
					001 - 521 10 22 00 - LEOFF 1 BENEFITS	111.30	
6701	11/12/2019	Claims	2	100304	VERIZON WIRELESS - PD2#672326319	1,520.62	MODEMS AUG/SEPT; SEPT/OCT 2019
					001 - 528 80 42 00 - COMMUNICATION	1,520.62	
6702	11/12/2019	Claims	2	100305	VERIZON WIRELESS - PW #542075407	276.60	PW-CELL SERVICE-09/16-10/15/19
					401 - 534 50 42 00 - COMMUNICATION	55.32	
					403 - 535 50 42 00 - COMMUNICATION	55.32	
					402 - 537 50 42 00 - COMMUNICATION	55.32	
					101 - 542 30 42 00 - COMMUNICATIONS	55.32	
					001 - 576 80 42 00 - COMMUNICATION	55.32	
6703	11/12/2019	Claims	2	100306	WA STATE DEPT OF TRANSPORTATION	3,204.97	SIGNAL MAINT, REPAIR & ADDITIONS; SEPTEMBER 2019
					101 - 542 64 41 00 - INTERGOVERNMENTAL PF	3,204.97	
6704	11/12/2019	Claims	2	100307	WATER TECH	2,640.00	DOUBLE CHECK VALVE ASSEMBLY TEST, RPBA TEST, CONFINED SPACE ENTRY
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	2,640.00	
6705	11/12/2019	Claims	2	100308	WILBERT PRECAST	702.65	D&L A-2001L DRAIN; STORMWATER
					403 - 531 30 31 00 - STORMWATER - SUPPLIES	702.65	
6706	11/12/2019	Claims	2	100309	BARRY M WOODARD	12,360.00	PUBLIC DEFENDER-10/2019
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC	12,360.00	
6707	11/12/2019	Claims	2	100310	YAKIMA CO AUDITOR	104.50	PARTIAL RELEASE OF CLAIM - CLARY

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			001 - 524 20 49 00 - MISCELLANEOUS			104.50	
6708	11/12/2019	Claims	2	100311	YAKIMA CO DISTRICT COURT	2,396.00	PROBATION SVC-SUPERVISOR 3RD QTR 2019
			001 - 512 50 41 01 - PROBATION SERVICE COS'			2,396.00	
6709	11/12/2019	Claims	2	100312	YAKIMA COOPERATIVE ASSN	821.40	GATE ANCHOR WOOD POST 2 WAY; T POST CLIPS; STRAW BALES 2 STRING; BULK PROPANE; BARN
			001 - 576 80 31 00 - SUPPLIES			49.77	
			001 - 576 80 32 00 - FUEL			771.63	
6710	11/12/2019	Claims	2	100313	YAKIMA HUMANE SOCIETY	1,000.00	ANIMAL CONTROL SERVICE-10/2019
			001 - 554 30 41 00 - PROF SERVICES-ANIMAL C			1,000.00	
6711	11/12/2019	Claims	2	100314	YAKIMA VALLEY TOURISM	9,175.87	FACEBOOK AD; ISTOCK PHOTOS;1889 MAG/10-11/19; NW TRAVEL-JULY,AUG,SEPT,OCT, NOV & DEC 19
			108 - 557 30 44 08 - YAK VALLEY TOURISM-AI			9,175.87	
			001 Current Expense Fund			66,473.89	
			101 Street Fund			26,841.25	
			107 Convention Center Reserve Fund			6,459.93	
			108 Tourism Promotion Area Fund			11,258.87	
			115 Police Vehicle Reserve Fund			78.54	
			121 Street Development Reserve Fund			26,064.27	
			123 Criminal Justice Fund			2,573.83	
			128 Transit System Fund			80,936.15	
			304 VMB Improvement Fund			8,746.98	
			401 Water Fund			19,168.76	
			402 Garbage Fund			90,905.65	
			403 Sewer Fund			79,971.31	
			414 Water Deposits			267.40	
						Claims:	419,746.83
			* Transaction Has Mixed Revenue And Expense Accounts			419,746.83	