

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY DECEMBER 13, 2021 – 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 November 22, 2021 as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Claims Vouchers – EFT's, and Voucher Nos. 103786 through 103872 for December 13, 2021, in the amount of \$1,039,776.29

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

IV. GENERAL ITEMS

Public Works & Community Development

1. Resolution No. - _____ - Fuel Tax Grant Agreement #3-E-181(004)-1; FY 2023 Longfibre Road Overlay; VMB to Ahtanum Road Project
2. Resolution No. - _____ - HLA Local Agency Consultant Agreement - West Ahtanum Road Resurfacing Project

City Manager

1. Ordinance No. - _____ - Personnel Policy Handbook Amendment
2. Resolution No. - _____ - Public Defense Contract – Woodard

Police

Resolution No. - _____ - Traffic Safety Interagency Agreement

- 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**
For Labor Negotiations Pursuant to RCW 42.30.140(4)(a); the Council **does** intend on taking action.
- X. ADJOURN REGULAR MEETING**



City Council Communication

Meeting Date: December 13, 2021
From: David Dominguez; City Engineer
Topic/Issue: Resolution – Fuel Tax Grant Agreement #3-E-181(004)-1; FY 2023 Longfibre Road Overlay; VMB to Ahtanum Road Project

SYNOPSIS: The City submitted an Arterial Preservation Program Fuel Tax Grant application to Washington State Transportation Improvement Board (TIB) for FY 2023 Longfibre Road Overlay; Valley Mall Boulevard to Ahtanum Road Project. The City has been notified that the project has been selected to receive a \$320,643 for design, bid authorization & construction phases.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign the Fuel Tax Grant Agreement 3-E-181(004)-1 with the Washington State Transportation Improvement Board (TIB) for the Longfibre Road Overlay; Valley Mall Boulevard to Ahtanum Road Project.

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW: The 124 Fund will provide the City Match of \$35,627 on the FY 2023 Overlay Longfibre Road Project

BACKGROUND INFORMATION: Discussed at the 12.06.21 PW & CD Committee Meeting

ADDITIONAL OPTIONS:

ATTACHMENTS:

1. Resolution
2. TIB Arterial Preservation Program Fuel Tax Grant Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign the Fuel Tax Grant Agreement #3-E-181-(004)-1 with the Washington State Transportation Improvement Board (TIB) for the FY 2022 Overlay Project, Longfibre Road Project.

WHEREAS, pursuant to the provisions of RCW 47.26 and provisions of WAC 479, the TIB has funds available to it, which are a function of Motor Vehicle Fuel Tax collections;

WHEREAS, pursuant to the same RCW and WAC provisions, the TIB can grant funds to cities for specific qualifying projects; and,

WHEREAS, the City of Union Gap has a qualifying project and would like to avail itself of TIB grant money consistent with the terms and provisions of a Fuel Tax Grant Agreement between the City and the TIB;

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

The City Manager is authorized to sign the Fuel Tax Grant Agreement #3-E-181-(004)-1 with the Washington State Transportation Improvement Board (TIB) for the FY 2023 Longfibre Road Overlay; Valley Mall Boulevard to Ahtanum Road Project.

PASSED this 13th day of December, 2021.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



Washington State Transportation Improvement Board

TIB Members

Chair
Councilmember Sam Low
Snohomish County

Vice Chair
Mayor Glenn Johnson
City of Pullman

Amy Asher
Mason Transit Authority

Aaron Butters, P.E.
HW Lochner Inc.

Susan Carter
Hopelink

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Chad Coles, P.E.
Spokane County

Mike Dahlem, P.E.
City of Sumner

Commissioner Al French
Spokane County

Commissioner Scott Hutsell
Lincoln County

John Klekotka, P.E.
Port of Everett

David Ramsay
Feet First

Les Reardanz
Whatcom Transportation Authority

Steve Roark, P.E.
WSDOT

Ruth Robertson
Budget Assistant of the Governor

Peter Rogalsky, P.E.
City of Richland

Councilmember Jan Schuette
City of Arlington

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

November 23, 2021

Mr. Dennis Henne
Director Public Works and Community Development
City of Union Gap
Post Office Box 3008
Union Gap, WA 98903-0008

Dear Mr. Henne:

Congratulations! We are pleased to announce the selection of your project, Longfibre Road Overlay, Valley Mall Blvd to Ahtanum Rd, TIB project number 3-E-181(004)-1.

TIB is awarding 90.0000% of approved eligible project costs with a maximum grant of \$320,643.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and then sign and scan;
- Sign and scan one copy of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 19, 2022 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Andrew Beagle, TIB Project Engineer, at (360) 586-1151 or e-mail AndrewB@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165



City of Union Gap
3-E-181(004)-1
Longfibre Road Overlay
Valley Mall Blvd to Ahtanum Rd

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Union Gap
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Longfibre Road Overlay, Valley Mall Blvd to Ahtanum Rd (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Union Gap, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 90.0000 percent of approved eligible project costs up to the amount of \$320,643, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT 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 Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, 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.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name



City Council Communication

Meeting Date: December 13, 2021
From: David Dominguez, City Engineer
Topic/Issue: Resolution - HLA Local Agency Consultant Agreement - West Ahtanum Road Resurfacing Project

SYNOPSIS: For your consideration is a *Local Agency Construction Consultant Agreement* with HLA Engineering and Land Surveying, Inc. providing Construction engineering services for the West Ahtanum Road Resurfacing Project.

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to sign a *Local Agency Construction Consultant Agreement* with HLA Engineering and Land Surveying, Inc. for construction services relating to the West Ahtanum Road Resurfacing Project.

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

FINANCIAL REVIEW:

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. HLA - Local Agency Consultant Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement Federal Aid Number STPUS-HIPUS-4550(005) with HLA Engineering and Land Surveying, Inc. for the West Ahtanum Road Resurfacing Project.

WHEREAS, during a documentation review it was discovered the consultant agreement in place was a lump sum agreement; and

WHEREAS, per the LAG manual 31.42 (1) lump sum agreements are not recommended to be used for construction engineering agreements; and

WHEREAS, a negotiated hourly rate agreement is the type of agreement containing the acceptable method of payment for FHWA funded construction projects.

WHEREAS, the West Ahtanum Road Resurfacing Project requires that the City enter into a new Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with a Consultant possessing architectural and engineering expertise and project management experience to assist with the Project; and

WHEREAS, the City desires to enter into the Local Agency Consultant Agreement with HLA Engineering and Land Surveying, Inc. for such expertise;

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

That the City Manager is authorized to sign a Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement Federal Aid Number STPUS-HIPUS-4550(005) with HLA Engineering and Land Surveying, Inc. for the West Ahtanum Road Resurfacing Project.

PASSED this 13th day of December, 2021.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



*** TRANSMITTAL ***

**Phone: (509) 966-7000
2803 River Road, Yakima, WA 98902**

Date: November 29, 2021

Project No.: 13131

To: City of Union Gap
102 W. Ahtanum Road
Union Gap, WA 98903

Attention: Dennis Henne
Public Works & Community
Development Director

From: Michael D. Uhlman, PE

Re: West Ahtanum Road Resurfacing
Construction Services
Local Agency A&E Professional Services Consultant Agreement

We are sending you the attached following items:

Two (2) Original Signed Local Agency A&E Professional Services Consultant Agreements

Comment:


Dennis,

Attached for your review and consideration are two (2) signed original Local Agency A&E Professional Services Consultant Agreements for the West Ahtanum Road Resurfacing Construction Services project.

Following your review and approval, please execute the Agreements and return one signed original to our office.

We appreciate the opportunity to work with you and serve the City of Union Gap. If you have any questions or need additional information, please contact our office.

Thank you.

Copy to: File Signed: 

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 13131

Firm/Organization Legal Name (do not use dba's): HLA ENGINEERING AND LAND SURVEYING, INC.	
Address 2803 RIVER ROAD, YAKIMA, WA 98902	Federal Aid Number STPUS-HIPUS-4550(005)
UBI Number 600517737	Federal TIN 91-1237188
Execution Date	Completion Date 12/31/2024
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title CITY OF UNION GAP - WEST AHTANUM ROAD RESURFACING	
Description of Work ENGINEERING SERVICES DURING CONSTRUCTION TO GRIND AND OVERLAY ROADWAY INCLUDING HMA, NEW STRIPING, AND INSTALLATION OF RADAR DETECTION SYSTEM.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$203,497.00	

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B DBE Participation
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
- Exhibit E Sub-consultant Cost Computations
- Exhibit F Title VI Assurances
- Exhibit G Certification Documents
- Exhibit H ~~Liability Insurance Increase~~
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the CITY OF UNION GAP, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

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

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

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: ARLENE FISHER, CITY MANAGER
Agency: CITY OF UNION GAP
Address: 102 W. AHTANUM ROAD
City: UNION GAP State: WA Zip: 98903
Email: ARLENE.FISHER@UNIONGAPWA.GOV
Phone: 509-248-0432
Facsimile:

If to CONSULTANT:

Name: MICHAEL T. BATTLE, PE
Agency: HLA ENGINEERING AND LAND SURVEYING, INC.
Address: 2803 RIVER ROAD
City: YAKIMA State: WA Zip: 98908
Email: MBATTLE@HLACIVIL.COM
Phone: 509-966-7000
Facsimile: 509-965-3800

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

13131

Agreement Number

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: ARLENE FISHER, CITY MANAGER
Agency: CITY OF UNION GAP
Address: 102 W. AHTANUM ROAD
City: UNION GAP State: WA Zip: 98903
Email: ARLENE.FISHER@UNIONGAPWA.GOV
Phone: 509-248-0432
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.


For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature



Date

Signature

Nov. 21, 2021

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A
Scope of Work

See attached Exhibit A

Project No. 13131

Exhibit A

HLA Engineering and Land Surveying, Inc. Scope of Work

Construction Engineering

1. Following award of the contract by the AGENCY, prepare notice of award to the Contractor.
2. Assist in reviewing bond and insurance and prepare contracts.
3. Coordinate and conduct preconstruction conference followed by issuance of notice to proceed.
4. Coordinate and facilitate preconstruction meeting with the AGENCY, Contractor, private utilities, and affected agencies.
5. Review Contractor's submission of samples and shop drawings, where applicable.
6. Furnish the field survey crew to set horizontal and vertical control for the PROJECT.
7. Provide staking for construction, including sawcut limits, pavement markings, and subgrade elevations.
8. Provide submittal review for PROJECT materials as provided by the Contractor per the PROJECT specifications.
9. Maintain Record of Materials (ROM) for duration of project.
10. Respond to contractor Request for Information (RFI)
11. Administer construction meetings anticipated once per week during the duration of improvements.
12. Furnish a qualified resident engineer (inspector) to observe construction and be at the PROJECT site during all significant work. The resident engineer shall provide surveillance of construction for substantial compliance with plans and specifications.
13. Make periodic site visits to answer contractor questions, observe construction, and confirm that work is being completed in substantial compliance with plans and specifications. A maximum of two (2) site visits per week are estimated to be required for the duration of construction.
14. Perform measurement and computation of pay items, prepare and file progress reports on the PROJECT with the AGENCY, and provide monthly progress pay estimates to the AGENCY. Based on the estimated construction duration, up to four (4) progress pay estimates are anticipated to be prepared by HLA. This estimate includes three (3) progress payments and one (1) final pay estimate.
15. Consult and advise the AGENCY during construction and make a final report of the completed work.
16. The AGENCY is required to monitor the Contractor's payment of prevailing wage rates. As part of construction services, HLA will monitor General Contractor and Subcontractor compliance with State and Federal labor standards during the construction phase of this PROJECT. This work includes checking monthly certified payrolls, conducting employee interviews in the field, and issuing letters of non-compliance and/or letters of missing documents.
17. Prepare and submit proposed contract change orders when applicable.
18. Perform final PROJECT walk-through with the AGENCY and Contractor, and issue final punch list.

Exhibit A

19. Prepare and furnish reproducible record drawings of all completed work from as-built drawings furnished by the resident engineer and Contractor.
20. Prepare and submit recommendation of project acceptance and Notice of Completion of Public Works Contract (NOC) for AGENCY review and processing.
21. Prepare construction progress reports for days the resident engineer is present.
22. Recommend progress payments for the Contractor to the AGENCY.
23. Prepare weekly statements of working days.
24. Coordinate testing scheduling with Agency's materials testing firm.
25. Monitor the Contractor's compliance with Disadvantaged Business Enterprise (DBE) goals and reporting requirements.

Exhibit B
DBE Participation Plan

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

N/A

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

On file at Engineer's office.

B. Roadway Design Files

On file at Engineer's office.

C. Computer Aided Drafting Files

On file at Engineer's office.

D. Specify the Agency's Right to Review Product with the Consultant

Documents available upon request:
Resident Engineer's Reports
Survey Construction Staking Notes

E. Specify the Electronic Deliverables to Be Provided to the Agency

Monthly Progress Pay Estimates
Construction Contractor Labor Documents
Project Record Drawings
Materials Testing Reports

F. Specify What Agency Furnished Services and Information Is to Be Provided

Provide material testing consultant including payment.
Review and approve monthly Progress Pay Estimates.

II. Any Other Electronic Files to Be Provided

On file at Engineer's office.

III. Methods to Electronically Exchange Data

E-mail or thumb drive.

A. Agency Software Suite

Microsoft word and excel. Adobe.

B. Electronic Messaging System

Microsoft exchange and outlook.

C. File Transfers Format

.docx, .xls, .pdf

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D.

EXHIBIT D
SCHEDULE OF RATES
FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2021, through December 31, 2021

Senior Principal Engineer	\$222.00 per hour
Licensed Principal Land Surveyor	\$210.00 per hour
Licensed Principal Engineer	\$200.00 per hour
Licensed Professional Engineer	\$180.00 per hour
Other Licensed Professional	\$180.00 per hour
Project Engineer II	\$165.00 per hour
Licensed Professional Land Surveyor	\$164.00 per hour
Project Engineer I	\$150.00 per hour
Contract Administrator III	\$136.00 per hour
Senior Planner	\$136.00 per hour
CAD Technician	\$130.00 per hour
Engineering Technician III	\$122.00 per hour
Resident Engineer	\$122.00 per hour
Surveyor	\$122.00 per hour
Surveyor on Two Man Crew	\$115.00 per hour
Contract Administrator II	\$112.00 per hour
Engineering Technician II	\$105.00 per hour
Surveyor on Three Man Crew	\$102.00 per hour
Contract Administrator I	\$87.00 per hour
Engineering Technician I	\$87.00 per hour
Administrative/Clerical	\$87.00 per hour
Vehicle Mileage	\$0.56 per mile

EXHIBIT D
SCHEDULE OF RATES
FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2022, through December 31, 2022

Senior Principal Engineer	\$229.00 per hour
Licensed Principal Land Surveyor	\$213.00 per hour
Licensed Principal Engineer	\$208.00 per hour
Licensed Professional Engineer	\$188.00 per hour
Other Licensed Professional	\$185.00 per hour
Licensed Professional Land Surveyor	\$167.00 per hour
Project Engineer	\$155.00 per hour
Contract Administrator	\$142.00 per hour
Senior Planner	\$138.00 per hour
CAD Technician	\$133.00 per hour
Resident Engineer	\$126.00 per hour
Senior Engineering Technician	\$126.00 per hour
Surveyor	\$124.00 per hour
Surveyor on Two Man Crew	\$117.00 per hour
Surveyor on Three Man Crew	\$104.00 per hour
Engineering Technician	\$90.00 per hour
Word Processing Technician	\$90.00 per hour
Vehicle Mileage	Federal Rate

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

N/A

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G
Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of AGENCY OFFICIAL
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
HLA ENGINEERING AND LAND SURVEYING, INC.

whose address is

2803 RIVER ROAD YAKIMA, WA 98902

and that neither the above firm nor I have

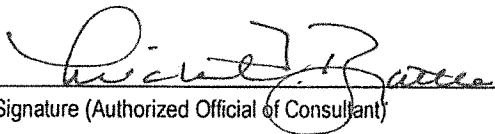
- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

HLA ENGINEERING AND LAND SURVEYING, INC.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

Nov. 21, 2021
Date

Exhibit G-1(b) Certification of AGENCY OFFICIAL

I hereby certify that I am the:

AGENCY OFFICIAL

Other

of the CITY OF UNION GAP, and HLA ENGINEERING AND LAND SURVEYING, INC.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature


Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

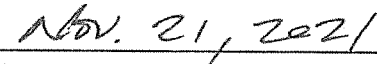
- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

HLA ENGINEERING AND LAND SURVEYING, INC.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)



Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

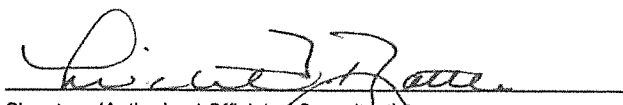
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

HLA ENGINEERING AND LAND SURVEYING, INC.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)



Date

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



City Council Communication

Meeting Date: December 13, 2021

From: Greg Cobb, Acting City Manager

Topic / Issue: Ordinance – Personnel Policy Handbook Amendment

SYNOPSIS: The City's union bargaining agreements allow for compassionate leave share, which allows union members to voluntarily share leave with a fellow employee whose accrued leaves are exhausted and who is experiencing serious personal health problems or health problems of a family member. However, this option is not currently available for exempt employees, since it is not addressed in the Personnel Policy Handbook to address this issue.

RECOMMENDATION: Adopt an ordinance amending Chapter 7 of the *City of Union Gap Personnel Policy Handbook*, to include language addressing the issue of voluntary compassionate leave share for exempt employees.

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 amending the *City of Union Gap Personnel Policy Handbook*.

WHEREAS, the City's union bargaining agreements allow for compassionate leave share, which allows union members to share, on a voluntary basis, leave with a fellow employee whose accrued leaves are exhausted and who is experiencing serious personal health problems or health problems of a family member, which forces said employee to be away from work to attend to his/her family's needs, and;

WHEREAS, since the City Personnel Policy Handbook does not address this issue, exempt employees do not have the option to share their leave with other employees, regardless of their FLSA status, under the above-mentioned circumstances, and;

WHEREAS, the City would now like to amend the *City of Union Gap Personnel Policy Handbook* to include language allowing exempt employees to voluntarily share their accrued leave with other employees, regardless of their FLSA status.

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

The *City of Union Gap Personnel Policy Handbook* is amended to add language as attached hereto, related to the compassionate leave share for exempt employees, allowing them to voluntarily share their accrued leave with other employees, regardless of their FLSA status, when that employee has exhausted their accrued leave and are experiencing serious personal health problems or health problems of a family member, which forces them to be away from work to attend to his/her family's needs.

ORDAINED this 13th day of December, 2021.

John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

CHAPTER 7 - LEAVES OF ABSENCE AND TIME OFF

7.1 LEAVES.

The City has ten (10) different types of leave:

- (a) Vacation leave (7.2)
- (b) Sick leave (7.3)
- (c) Leave without pay (7.4)
- (d) Jury and Witness leave (7.5)
- (e) Administrative leave (7.6)
- (f) Military leave (7.7)
- (g) Holidays (7.8)
- (h) Religious Holidays (7.9)
- (i) Bereavement Leave (7.10)
- (j) Family and Medical Leave (7.11)
- (k) Compassionate Leave Share (7.12)

7.2 VACATION.

- (a) Each full-time employee is entitled to vacation leave as follows:

Years of Employment	Monthly Accrual	Annual Equivalent
0 to 5 years	6.67 hours/month	10 days per year
5 to 10 years	10 hours/month	15 days per year
10 to 12 years	12 hours/month	18 days per year
12+ years	13.33 hours/month	20 days per year

- (b) Employees serving a twelve month probationary period shall not be entitled to vacation with pay during said period.
- (c) Vacation leave may be taken at such time as the employee desires, if it is possible to

schedule the employee's vacation at that time, at the employer's sole discretion.

(d) Vacation leave may be accumulated at the rate provided in 7.2. (a), to a maximum of thirty days.

(e) All vacation leaves or leaves of absence must be requested in writing in advance and approved by the employee's department manager and conflicts in vacation scheduling will be resolved based upon seniority. All vacation or leave of absence requests by department managers must be submitted to the City Manager. Absence of more than three working days without prior granted request for vacation or leave of absence will be considered to be abandonment of position, and the employee is subject to discharge without further cause.

(f) A regular employee, when leaving the service of the City and who has given at least two weeks notice of the employee's intention to leave his employment, shall be compensated for vacation leave earned to the date of the employee's separation from his/her employment. No compensation for vacation leave shall be paid to any employee who terminates his/her employment or is terminated before the employee has completed one year of service.

(g) No leave without pay will be granted an employee until the employee has first taken advantage of all of his earned vacation credits.

(h) The vacation pay of all employees who are employed on a daily wage scale shall be paid on the same schedule for the vacation period as the employee would have been paid for a regular week of work without overtime.

(i) Notwithstanding any of the foregoing provisions relating to vacation leave and the accumulation of vacation leave, the City Manager, in his or her discretion, may buy back vacation leave time from an employee who will exceed the maximum amount set forth in 7.2(d) where circumstances dictate that the employee is unable to use vacation due to the demands of the City and where it has been determined by the City Manager that the employee's presence is necessary for the City's effective functioning. (Ord. No. 2657)

7.3 **SICK LEAVE.**

- (a) All full-time regular employees, accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment and if not used shall accumulate to a maximum of one hundred eighty (180) working days. The rate of sick leave pay shall be the same per day as that paid the employee for a working day. Sick leave time shall be accumulated and recorded on the calendar year basis.
- (b) Employees accrue and may use sick leave during their probation periods. Temporary and part-time employees shall not be entitled to sick leave benefits. Employees do not accrue sick leave benefits during a leave without pay.
- (c) Sick leave covers those situations in which an employee is absent from work due to:
- (1) Physical injury or illness to the employee;
 - (2) The need to care for the employee's dependent children under the age of 18 who are ill.
 - (3) Medical or dental appointments for the employee or dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times which have the least interference with the work day;
 - (4) Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;
 - (5) Use of a prescription drug which impairs job performance or safety;
 - (6) Actual periods of temporary disability associated with pregnancy or childbirth. Employees may request additional time off beyond the actual period of disability; vacation leave, compensatory time, or leave without pay may be used.–(See 7.11 Family Medical Leave.)

- (7) The need to care for an employee's immediate family member due to a serious illness. (See 7.11 Family Medical Leave.)
- (d) A doctor's certificate must be furnished by the employee if requested by the department head or City Manager when the sick leave extends over a period of three days.
- (e) At the option of the employee, sickness in excess of the maximum number of days accrued may be charged to unused vacation.
- (f) Upon retirement or death, the city agrees to pay fifty percent (50%) of the employee's accumulated sick leave up to but not exceeding forty-five days. In the event of death, payment will revert to the employee's estate. Retirement is defined as any City employee who terminates his/her City position to begin receiving and is eligible for retirement benefits from PERS, LEOFF, ICMA, and/or Social Security.
- (g) Sickness shall be reported at the beginning of any period of illness to the department manager, and within three days after returning to work the employee shall give a written statement explaining the nature of his/her sickness and submit a formal request for approval of leave so taken, which request, when approved by the department manager, shall be filed in the personnel file kept in the office of Personnel Director.
- (h) Any employee found to have abused the sick leave privilege by falsification or misrepresentation may thereupon be subject to discipline upon recommendation of the department manager.
- (i) In case of injury or illness which is covered by state industrial insurance the employee is required to immediately submit the State industrial insurance payment to the City.
- (j) Sick leave may not be used in conjunction with vacation leave and/or holidays unless a doctor's certificate is furnished.

7.4 **LEAVE WITHOUT PAY.**

(a) The City Manager may grant leaves of absence without pay for absence from work not covered by any other type of leave or if other leave balances are exhausted. Examples of situations for which leave without pay may be granted include time off work for personal reasons, such as prolonged illness, parenting, caring for an ill relative, pursuing an education, or fulfilling a military obligation in excess of fifteen (15) days per year.

(b) Only full-time and part-time employees who have satisfactorily completed their probation period are eligible for leave without pay. The following requirements apply:

(1) Leave may be granted to an employee for a period of up to ninety (90) days upon the approval of the City Manager. Further extensions are at the discretion of the City Manager.

(2) Accrued compensatory time, if any, and vacation leave must be exhausted prior to taking any leave without pay.

(3) An employee's benefits are suspended during the period of unpaid leave until the employee returns to work. Vacation, sick leave and/or any other benefits do not accrue while an employee is on leave without pay.

(4) In certain circumstances, self-payment of benefits may apply. (See Section 6.3 on Insurance Benefits.)

(5) An employee who fails to report to work promptly at the end of the unpaid leave is presumed to have resigned.

(6) If the leave without pay is due to an illness, the City may require a doctor's certificate stating that the employee is capable of returning to work and performing the work, duties and responsibilities of the employee's position, with or without accommodations.

7.5 JURY AND WITNESS LEAVE.

(a) Employees may be granted time off with pay to serve on a jury or as a court witness, if subpoenaed. If an employee is summoned during a critical work period, the City may ask the employee to request a waiver from duty.

(b) An employee granted such leave shall reimburse the City for any pay received for serving as a juror or witness.

7.6 ADMINISTRATIVE LEAVE.

On a case-by-case basis, the City may place an employee on administrative leave with pay for an indefinite period of time, as determined by the City Manager to be in the best interests of the City during the pendency of an investigation or other administrative proceeding.

7.7 MILITARY LEAVE.

Employees who are members of the National Guard or federal reserve military units may be absent from their duties, with pay, for a period of up to fifteen (15) days per calendar year when they are performing ordered military training duty and while going to and from that duty.

7.8 **HOLIDAYS.**

(a) The following holidays are recognized by the City:

New Years Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving <u>Day before Thanksgiving for employees on a four – ten hour day schedule.</u>	Day after Thanksgiving (<u>For employees on a four – ten hour day schedule – the day before Thanksgiving will be considered a holiday in lieu of the day after).</u>)
Christmas Day	December 25
Personal Holiday	(to be selected by the employee, subject to approval of Employer)

(b) Any holiday falling on Saturday will be celebrated on the preceding Friday. **For employees working a four – ten hour day schedule (Monday through Thursday), any holiday falling on Friday or Saturday will be celebrated on the preceding Thursday. (Ord. 2693)** Any holiday falling on Sunday will be celebrated on the following Monday.

(c) Non-exempt full-time employees will be paid for the holiday plus one and one-half times their regular rate of pay for any time worked on the holiday. Such time must be pre-authorized by their department manager.

(d) Part-time employees will be paid at their regular straight-time rate for hours worked on a holiday.

(e) Holidays observed during an employee's vacation period shall not be counted as vacation leave taken.

- (f) For holiday calculations: All holidays are to be considered as eight (8) hours of leave, unless otherwise specified. **For employees working a four – ten hour day schedule, holidays are to be considered as ten (10) hours of leave. (Ord. 2693)**

7.9 **RELIGIOUS HOLIDAYS.**

If an employee's religious beliefs require observance of a holiday not included in the basic holiday schedule, the employee may, with his/her department manager's approval, take the day off using vacation, compensatory time, or leave without pay.

7.10 **BEREAVEMENT.**

In the event of a death in the immediate family of a non-union employee, the employee shall be granted up to five (5) days leave of absence with full pay to make household adjustments, and arrange/attend funeral services.

7.11 **FAMILY AND MEDICAL LEAVE**

(1) **Eligibility for Leave**

If you have been employed for at least 12 months and have worked for the City of Union Gap for at least 1250 hours the previous 12 month period, you may receive up to 12 workweeks of unpaid leave every 12 month period to care for:

- (a) your newborn child, newly adopted child, or newly placed foster child;
- (b) your spouse, child or parent with a serious health condition; or
- (c) your own serious health condition that leaves you unable to perform the essential functions of your job.

A serious health condition is one which affects one's health, if inpatient care is required

or the condition requires continuing treatment.

If you or your spouse is employed by the City, the City may restrict your leave to a combined total of up to 12 workweeks of unpaid leave in a 12 month period for the birth or adoption of a child or to care for a parent with a serious health condition. In addition, the City may, in certain situations, grant family leave to only one of you at a time.

Family leave taken to care for a newborn or newly adopted child must be completed within 12 months of the child's birth or placement for adoption. This leave is in addition to maternity disability leave which is allowed for the actual period of the disability associated with pregnancy or childbirth.

(2) Notice and Confirmation of Leave

If you have a need to take an extended absence from your job for any of the above reasons, you must inform the City of the specific reasons for the leave at least 30 days prior to the anticipated date of delivery or placement for adoption, or provide 30 days notice prior to pre-scheduled medical treatment of yourself or sick family member. If circumstances do not allow you to give the required notice, you must give notice as soon as possible.

Prior to approving your request for family leave to care for yourself or your seriously ill spouse, child or parent, the City may require you to provide confirmation from a health care provider of the need for and probable duration of the leave requested for a serious health care condition. Such notice must be provided within fifteen days of the date it is requested by the City. The City may, at its expense, obtain an opinion from a second health care provider (of the City's choosing) or third health care provider (chosen jointly by you and the City) regarding this same information. If planned medical treatment is required, you must make a reasonable effort to schedule treatment so as not to unduly disrupt City operations.

(3) Duration of Leave and Methods of Taking Leave

If you apply for and are granted a family leave, you will normally be given up to 12 consecutive weeks off your regular job. However, in situations where the reason for the leave is to care for your sick family member or for your own serious health condition, you may be permitted to use up to 12 total weeks of leave on an intermittent basis or on a reduced workweek schedule, if it is medically necessary to do so.

If you request to take family leave on a reduced or intermittent work schedule you must provide additional medical certification by a qualified health care provider which states that such accommodation is medically necessary. The certification must specify how long the leave on such basis will be necessary. If you request and are granted such a leave, you may be required to transfer temporarily to an available position with equivalent pay and benefits that is better able to accommodate your recurring periods of leave or your reduced work schedule.

While on family leave you are required to report your status and/or intention to return to work at least on a monthly basis in writing. The City may also require that you obtain subsequent re-certification of the need for continued leave.

(4) Twelve-Month Period Determination

The "rolling" 12 month period measured backward from the date an employee uses FMLA leave is the method used in determining the "12-month period" in which the 12 weeks of leave entitlement occurs.

Under this method, each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. For example, if an employee has taken eight weeks of leave during the past 12 months, an additional four weeks of leave could be taken. If an employee used four weeks beginning February 1, 1994, and four weeks beginning June 1, 1994, and four weeks beginning December 1, 1994, the employee would not be entitled to additional leave until February 1, 1995. However, on February 1, 1995, the employee would be entitled to four weeks of leave, on June 1 the employee would be entitled to an

additional four weeks.

(5) Benefits While on Leave

The City will continue your medical, vision and dental coverage for up to twelve weeks under the same conditions as before your leave commenced. However, the City's payment of the employer-paid portion of your premiums is conditioned upon your return to work. Except in certain circumstances, if you do not return from a family leave, the City may recover from you all insurance premiums it paid to continue your coverage while on leave.

Under FMLA an employee may elect or an employer may require an employee to substitute certain paid leave for unpaid FMLA leave.

If you take a family leave to care for a newborn or adopted child, you are required to use accrued vacation. The City does not allow employees to receive paid sick leave when leave is taken for bonding following the birth of a child or placement for adoption or foster care.

If you take family leave to care for yourself or a sick child due to serious illness, you are required to use accrued paid vacation and/or sick leave during the family leave.

(6) Effect on Other Benefits

Taking a family leave will not cause you to lose any employment benefits which accrued before the start of your leave (e.g., seniority). However, you will not accrue such benefits during your family leave.

(7) Return from Leave

Upon returning from a family leave, you will generally be assigned the same position held when the leave commenced or a position with equivalent pay, benefits, and other conditions of employment. Some exceptions apply to this.

(8) Extensions

In certain circumstances, a medical leave of absence may be extended beyond 12 weeks, upon request, when accompanied by an explanation of the need for an extension period from your doctor. Group insurance coverage may terminate at the end of the month in which the extended period begins. If you desire to continue your group coverage you must make arrangements to prepay your individual and dependents premiums each month. Such arrangements should be taken care of before beginning the extended leave of absence, but in no case later than 30 days after the end of the month in which the extended leave began. The City cannot guarantee that you will be able to return to the same or similar job after your return from an extended leave of absence. Failure to return from an extended leave on or before the agreed upon date may result in termination.

(9) Potential Restrictions on Availability of Family leave

The City may also limit the benefits available under this policy for certain salaried employees. Such employees may be denied the right to return to a same or equivalent position. If you are such an employee, you will be informed of your status and rights at the time you submit your request for leave.

It is impossible to cover all the details concerning Family Leave in this policy. If you believe you want to take Family Leave, please discuss it with your supervisor or the Personnel Director.

7.12 COMPASSIONATE LEAVE SHARE

At any time, an employee may elect to share, on a voluntary basis, any portion of their accrued leave with a fellow employee who's accrued leaves are exhausted and who is experiencing serious personal health problems or health problems of a family member which forces said employee to be away from work to attend to his/her family's needs.



City Council Communication

Meeting Date: December 13, 2021

From: Gregory Cobb, Acting City Manager

Topic / Issue: Resolution - Public Defense Contract - Woodard

SYNOPSIS: The City has contracted with Attorney Barry Woodard for indigent defense. Due to the increased cost of living and increased case load, Mr. Woodard is requesting an increase in the contract amount.

RECOMMENDATION: Approve a resolution authorizing the Acting City Manager to sign a new contract with Barry Woodward for indigent defense services.

LEGAL REVIEW: Reviewed by City Attorney.

FINANCIAL REVIEW: There is funding in the 2022 budget for indigent defense. In the event that this budget needs to be increased, a budget amendment will be brought before Council for authorization.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Contract

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a new contract with the Barry Woodard for public defense services.

WHEREAS, Barry Woodard is an experienced attorney in criminal defense who has been contracted with the City to provide indigent defense services; and

WHEREAS, the current contract with Barry Woodard is in need of an increase to cover the additional court dockets and defendant representation on behalf of the City of Union Gap.

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

The City Manager is authorized to sign a contract with Barry Woodard for public defense services.

PASSED this 13th day of December, 2021.

John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



City Council Communication

Meeting Date: December 13, 2021

From: Gregory Cobb, Chief of Police

Topic / Issue: Resolution - Traffic Safety Interagency Agreement

SYNOPSIS: The Washington Traffic Safety Commission has authorized funding to the Police Department for overtime reimbursement related to high visibility enforcement patrols.

RECOMMENDATION: Approve a resolution and authorize the Acting City Manager to sign the interagency agreement with the Washington Traffic Safety Commission for overtime reimbursement.

LEGAL REVIEW: Agreement reviewed by City Attorney

FINANCIAL REVIEW:

BACKGROUND INFORMATION: The Police Department has a long running partnership with the Washington State Traffic Safety Commission. This is a renewal of the 2021 agreement.

ADDITIONAL OPTIONS:

ATTACHMENTS:

1. Resolution
2. Interagency Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager or designee to sign an Interagency Agreement with the Washington Traffic Safety Commission for overtime reimbursement relating to High Visibility enforcement (HVE) traffic safety emphasis patrols.

WHEREAS The Washington Traffic Safety Commission offers grants for high visibility enforcement traffic safety emphasis patrols; and

WHEREAS this funding will be used to reimburse overtime costs relating to these patrols;

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

The City Manager or designee is authorized to sign an interagency agreement with the Washington Traffic Safety Commission, for grant funding for overtime reimbursement relating to the High Visibility enforcement traffic safety emphasis patrols.

PASSED this 13th day of December, 2021.

John Hodkinson, City Mayor

ATTEST:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

City of Union Gap

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and City of Union Gap, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.608, for traffic safety grant project **2022-HVE-4454-Region 13 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region 13 to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2022-HVE-4454-Region 13 Target Zero Task Force** was awarded to the **Region 13** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2021, and remain in effect until September 30, 2022 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

SCOPE OF WORK:

Problem and Opportunity Statement / Project Overview

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, and distracted driving. Motorcyclists also represent a high number of injured and killed as a result of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

This project will fund locally coordinated high visibility enforcement mobilizations for distracted driving and motorcycle safety. Selected regions will also be given funding for Impaired Driving HVE. Overtime patrols will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

Goal

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement.

Strategy

Prevent drivers from engaging in high-risk behaviors by increasing their perception of the risk of receiving a citation through high visibility enforcement campaigns (HVE).

HVE Campaigns influence driver behavior by creating the perception that there is an increased risk of engaging in risky driving behaviors. This perception is achieved through 1) an increase in media messages about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence (officers pulling cars over) that reinforces the media messages they received and influences them to modify their driving behavior.

Objectives and Requirements for All High Visibility Patrols

1. SUB-RECIPIENT will participate in their task force to plan and execute HVE events. The SUB-RECIPIENT in cooperation with the local task force will:
 - a. Conduct robust planning for each HVE event. WTSC recommends creating an operational plan developed by the local traffic safety task force for each HVE event that includes:
 - i. Goals for the event – For example, what behaviors is the event intended to influence?
 - ii. Summary of participating law enforcement agencies, target violations, and target locations.
 - iii. Summary of the public outreach that will be done to promote the event so that drivers in the targeted locations are forewarned and can anticipate it.
 - iv. Use data and information such as crash data, anecdotes of near misses, and professional judgement to pick target locations where the patrols will occur.

- b. The planning for HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members.
- c. Execute the event using multiple officers (a minimum of three) at the same time in the same target areas to create a visible presence so that the driving public has the perception of law enforcement omnipresence on the targeted roads. Enforcement is highly visible – clearly more than a typical day.
- d. Participating officers should maximize their contacts during their patrols so that their activity contributes to the goals of the HVE event. See this requirement described below in the section called Other Considerations, Exceptions, And Notes Regarding HVE Events.
- e. Promote the event through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. Translate messages as needed to reach the majority of drivers in the targeted locations.
- f. Invite local media involvement in the effort to reach communities in which HVE will occur.
- g. Strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.
- h. Ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on an irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.
- i. Ensure all participating personnel will receive a briefing prior to the event so that every participant understands the purpose and goals of the HVE event. This can be done in person (preferred) or electronic via telephone or virtual software. Below is a recommended briefing checklist:
 - i. Event goals, and summary of participating law enforcement agencies and officers, target violations, and target locations.
 - ii. List of on-call DREs and request procedures
 - iii. How to fill out their digital activity log in WEMS
 - iv. Information on how the Mobile Impaired Driving Unit will be used (if applicable)
 - v. Dispatch information
 - vi. Spotter processes (if applicable)
 - vii. Available Draeger machines and locations

- j. Ensure all officers participating in these patrols is BAC certified and received and passed the SFST refresher training.
- k. Support the promotion of HVE events utilizing all of their owned media channels (i.e., Facebook, Twitter, website, email newsletters, or other social media).
- l. Ensure at least one individual available for weekend media contacts, beginning at noon on Fridays before HVE mobilizations.

Objectives and Requirements for Distracted Driving HVE Patrols

1. SUB-RECIPIENT must use the spotter method for all distracted driving HVE events. This method will utilize a team of no less than three officers – one spotter identifying violations and at least two officers responding to violations.
2. Participating officers will document, in the “Comments” box of their activity log, the names of the spotter and chasers with which they were working.
3. SUB-RECIPIENTS utilizing motorcycle officers are exempt from the spotter requirement.
4. SUB-RECIPIENT agrees that distracted driving patrols conducted without using the spotter method will not be compensated by the WTSC.
5. SUB-RECIPIENT will only expend funds for these HVE events in support of the national distracted driving campaign from April 4 to April 11.
6. SUB-RECIPIENT may expend funds outside of the April national campaign, but only when 1) the Target Zero Manager receives written approval from WTSC in advance and 2) the event is in support of a distracted driving focused HVE event organized by the Task Force. Patrols conducted outside of the campaign window, and without pre-approval from WTSC will not be reimbursed.

Objectives and Requirements for Motorcycle Safety HVE Patrols

1. SUB-RECIPIENT will focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.
2. SUB-RECIPIENT ensures that enforcement will focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.
3. The SUB-RECIPIENT will utilize motorcycle officers in these patrols to the fullest extent possible.
4. The SUB-RECIPIENT will only expend funds for these motorcycle HVE events in support of the following campaigns:
5. It’s a Fine Line – (July 8-10, July 15-17, or July 22-24). Note: Patrols must take place Friday, Saturday, or Sunday during the campaign.

6. Oyster Run Event – Summer 2022 (Region 11 only).
7. ABATE Spring Opener – Summer 2022 (Region 12 only).
8. Hog Wild Ocean Shores Motorcycle Event – Summer 2022 (Region 2 only).
9. Motorcycle HVE Patrols must take place Friday, Saturday, or Sunday during the It's a Fine Line campaign, however the local Traffic Safety Task Force can request to conduct patrols during other days in the week if data shows the need for this or for special events. These requests must be sent to Mark Medalen via email (mmedalen@wtsc.wa.gov) at least one week in advance of the proposed event. During special events, patrols should be scheduled during the dates of the event and could start one day before the official event start date and end one day after the official event end date.

Other Considerations, Exceptions, And Notes Regarding HVE Events

Maximizing contacts: Participating law enforcement officers should make as many contacts as they can during their patrol in the spirit of changing driving behavior. Active, visible, consistent, and targeted traffic law enforcement has an impact on helping to modify driver behavior. A traffic stop affects future driving habits that has a positive influence on reducing the number and severity of collisions. People believe what they hear from each other and it influences what they do. Traffic stops act as a deterrent to risky driving behavior. This strategy has three primary purposes that traffic stops achieve:

- The first purpose is to stop a violation of the law for public safety. Officers will accomplish this purpose merely by stopping vehicles.
- The second purpose of the stop is to serve as a general deterrent to other drivers. Officers' visible presence with a vehicle at the roadside has this symbolic effect on other drivers.
- Finally, the third purpose is to change the drivers' future driving behavior.

Process Measures

- Percent of officers that receive a briefing prior to HVE events.
- Percent of HVE activity logs with a start date and end date / time within prescribed campaign windows.
- Percent of stops resulting in an infraction or citations issued for high-risk behaviors including but not limited to impaired driving, speeding, distracted driving, and aggressive driving.

3.1. MILESTONES AND DELIVERABLES

Mobilization	Dates
U Drive. U Text. U Pay.	April 4 – 11, 2022
It's a Fine Line	July 8 – 24, 2022

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region 13 traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.2.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending this agreement. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication among all involved parties, including the TZM, and the WTSC Fiscal Analyst. This communication shall include an HVE Allocation Adjustment form, which details the funding alterations.

Funds within the same HVE campaign budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.6. Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.7. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.8. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded \$32,785.00 to the **Region 13 Traffic Safety Task Force** for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region's traffic safety task force and TZM in order to be eligible for reimbursement.

The funding for **Region 13** is as follows:

EMPHASIS PATROL

Distracted Driving Patrols (Section 402, CFDA 20.600)	\$17,785.00
Motorcycle Safety (164 Funds, CFDA 20.608)	\$15,000.00
TOTAL	\$32,785.00

3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

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

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

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

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2021, **must be received by WTSC no later than August 10, 2022**. All invoices for goods received or services performed between July 1, 2022 and September 30, 2022, **must be received by WTSC no later than November 15, 2022**.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare

derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. 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 Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. 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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is

given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

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

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4,

debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the

employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Target Zero Manager for Region 13 is:	The Contact for WTSC is:
Chief Gregory Cobb Union Gap Police Department 102 W. Ahtanum RD Union Gap, WA 98903 509-248-0430	Charlotte Layman Region 13 Target Zero Manager clayman@wtscwa.com 509-307-3826	Hilary Torres WTSC Program Manager htorres@wtsc.wa.gov 360-725-9888

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

	WASHINGTON TRAFFIC SAFETY COMMISSION
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
November 22, 2021, Regular Meeting
MINUTES

<u>Call to Order</u>	Mayor Hodkinson called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.
<u>Council Members Present</u>	Council Members Murr, Wentz, Galloway, Hansen, and Schilling and Dailey were present.
<u>Staff Present</u>	Acting City Manager Cobb, Public Works and Community Development Director Henne, Civil Engineer Dominguez, Finance and Administration Director Clifton, and City Attorney Brown were present.
<u>Audience Present</u>	See attached list.
<u>Pledge of Allegiance</u>	Council Member Schilling led the pledge of allegiance.
<u>Consent Agenda</u>	<p>Motion by Council Member Wentz, second by Council Member Hansen to approve the consent agenda as follows:</p> <p>Regular Council Meeting Minutes dated November 8, 2021 as attached to the Agenda and maintained in electronic format.</p> <p>Payroll Vouchers – EFT’s and Voucher Nos. 103705 through 103711 for the month of October 2021, in the amount of \$351,948.14.</p> <p>Claims Vouchers – EFT’s and Voucher No. 103712 through 103785 for November 22, 2021, in the amount of \$247,488.71.</p> <p>USDA Loan Vouchers – EFT in the amount of \$114,307.00.</p> <p>Motion carried unanimously.</p>
<u>Items from the Audience</u>	None.
<u>General Items</u>	
<u>Public Hearings</u>	
2022 Final Budget	At 6:05 p.m. Mayor Hodkinson opened a Public Hearing in regards to the

2022 Final Budget. Finance and Administration Director Clifton presented the Final Budget and gave an overview. Helen Canatsey inquired about the budget for the Library and Civic Center. Clifton responded that it is in the 118 fund, page 16. Council Member Hansen asked what the total percentage increase was. Clifton responded that it was 5% for the current expense fund, due to several reasons such as the cost of living increase of employee wages, a higher WCIA billing, and catching up on some of the reserve funds. Council Member Schilling inquired about a recent fire truck purchase. Clifton responded that the purchase did come from that fund but are planning for future purchases. Clifton also explained that a recent requirement of the Auditor for a cost allocation of the newly built Civic Center has increased expenses from the general fund. With no written or additional public testimony, Mayor Hodkinson closed the public Hearing at 6:12 p.m.

Finance & Administration

Ordinance No. – 3014 –
2022 Final Budget

Motion by Council Member Wentz, second by Council Member Galloway to adopt and publish Ordinance No. – 3015 – adopting the 2022 Budget for the City of Union Gap, Washington. Council Member Schilling asked if they didn't usually have another meeting between this meeting and the final meeting, that we go through things. Mayor Hodkinson stated that we have gone through the final budget, there's no changes, so were a little early.

Voting on the motion – Ayes – Murr, Wentz, Galloway, Dailey and Hodkinson. Nays - Schilling and Hansen. Motion passes.

Public Hearing

Comprehensive Plan
Amendment and Site
Specific Change of Zoning
Application, Lynn Deitrick,
YVCOG Planning Manager

At 6:15 p.m. Mayor Hodkinson opened a Public Hearing to consider oral and written comments, for an amendment to the City of Union Gap Comprehensive Plan-Future Land Use Map and Falcon Ridge Investments, LLC – Rezone Application – 2021.0116.RZ0001, site-specific change of zoning.

YVCOG Planning Manager, Lynn Deitrick addressed the Council to explain the Falcon Ridge Investments, LLC rezone Application request. Council Member Schilling asked about the traffic. Deitrick replied that if the proposal continues, it will be evaluated at the time of development. Schilling inquired who would pay for the improvements. Deitrick replied that the applicant would, unless the City entered into an agreement that might supplement that.

With no written or public testimony Mayor Hodkinson closed the public hearing at 6:23 p.m.

Public Works & Community
Development

Ordinance No. – 3015 –
Amending the City of Union
Gap Comprehensive Plan
Future Land Use (FLU) Map
from “Commercial” to
“Residential”

Motion by Council Member Wentz, second by Council Member Murr to adopt Ordinance No. - 3015 – amending the City of Union Gap Comprehensive Plan Future Land Use (FLU) Map from “Commercial” to “Residential”. Motion carried unanimously.

Ordinance No. – 3016 –
Falcon Ridge Investments,
LLC – Rezone Application –
2021.0116.RZ0001

Motion by Council Member Wentz, second by Council Member Galloway to approve Ordinance No. – 3016 – amending the City of Union Gap Official Zoning Map to rezone two parcels from “Regional Commercial” (C-2) to “Multi-Family Residential” (R-3). Motion carried unanimously.

Resolution No. – 21-39 –
Declare Project Complete
and Approve Acceptance –
Main Street Reconstruction –
Phase 1 Project

Motion by Council Member Wentz, second by Council Member Galloway to adopt Resolution No. - 21-39 – authorizing final acceptance and authorizing close-out to the City’s contract agreement related to the Main Street Reconstruction Phase 1 Project. Motion carried unanimously.

Award of Bid – West
Ahtanum Road Resurfacing
Project

Motion by Council Member Wentz, second by Council Member Murr to accept the most qualified, lowest responsible bidder for the City of Union Gap – West Ahtanum Road Resurfacing – American Rock Products of Yakima, Washington in the amount of: \$1,242,232.50 including taxes. Motion carried unanimously.

Items from the audience

None.

City Manager Report

Acting City Manager Cobb stated that the Lighted Parade has been cancelled, we posted it on our website and will put out a press release tomorrow; we hosted some judicial officers over the weekend for some firearms training to answer questions that they had, with the highly knowledgeable and gifted Sergeant Bonson leading the event, which reminded him, especially going into Thanksgiving weekend, things he is Thank-full for. Cobb stated that our staff continually demonstrates an ability to punch way outside their weight class. We’re a town of 6500 and the staff are continually looked at to bear a heavy burden, not only in the county but also in the state. We have a detective over in the police department that is one of the subject matter experts on a particular type of crime, and constantly has people reaching out to him for guidance as they investigate these crimes, incredibly skilled individual. We have an officer who is a master DT instructor and they’re one of the leading

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – November 22, 2021

instructors state wide for I-940 which is I-940 and some of the laws that were created for the law enforcement and community safety act. In public works we have staff that bring in millions of dollars and are incredibly gifted in bring in money so our community has safe streets, drinking water and sewer flowing. Finance and administration being the hub for a major housing project study by YVCOG, with all that money flowing through our finance department, because Karen and her staff have a reputation of doing it right, recently having an audit with 0 findings. Cobb wanted to remind us all about just how successful Union Gap has been and it's because of the leadership of the Council, but also because of an incredible staff that constantly punches above their weight class and we should be very thankful for that.

Communications/Questions/Comments

None.

Development of next Agenda

None.

Adjournment of Meeting

At 6:39 p.m., Mayor Hodkinson adjourned the November 22, 2021 regular Council Meeting.

Gregory Cobb, Acting City Manager

ATTEST:

Karen Clifton, City Clerk



City Council Communication

Meeting Date: December 13, 2021
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – December 13, 2021

SYNOPSIS: Claim Vouchers Dated December 13, 2021

RECOMMENDATION: Request Council to approve EFTs and Vouchers Nos. 103786 through Voucher Nos. 103872, in the amount of \$ 1,039,776.29.

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

Time: 12:58:06 Date: 12/08/2021

01/01/2021 To: 12/31/2021

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6793	11/23/2021	Claims	2	EFT	US BANK CARDMEMBER SVC	53.21	TURLEY FUEL
6896	12/01/2021	Claims	2	EFT	MERCHANT SERVICES	920.16	CREDIT CARD PAYMENTS FEE - 11/2021
6901	12/06/2021	Claims	2	EFT	XPRESS BILL PAY	495.14	ONLINE PAYMENTS FEE - 11/2021
6932	12/03/2021	Claims	2	EFT	CHASE PAYMENTECH	842.99	ONLINE PAYMENTS FEE - 11/2021
6933	12/02/2021	Claims	2	EFT	PATHPOINT MERCHANT SERVICES LLC	2.50	ONLINE PAYMENTS FEE - 11/2021
6997	12/13/2021	Claims	2	EFT	CENTURY LINK	562.04	PUBLIC WORKS - 11/2021; SENIOR CENTER - 11/2021; FIRE DEPT. - 11/2021; CIVIC CENTER FAX & PHONE LINE - 11/2021
6998	12/13/2021	Claims	2	EFT	OFFICE DEPOT-CITY HALL	1,359.96	INK CTG'S, EXPO MARKER, PORTFOLIO & BINDER; PRINTER AND INK CTGS; PRINTER
6999	12/13/2021	Claims	2	EFT	OFFICE DEPOT-PD	182.22	REFILL INK & AA BATTERIES; COPY PAPER, POST-IT NOTES -MEDIUM/SMALL
7000	12/13/2021	Claims	2	EFT	US BANK CARDMEMBER SVC	1,280.81	20 AMP OUTLET, WALL PLATE, FAT WASHER, LAG SCREWS; LEAD FUEL - 11/11/2021; MICROSOFT LICENSE - COUNCIL LAPTOP; MICROSOFT 365 - 10/19 - 11/18/21; FIREARMS TRAINING - 11/2021; THANKSGIVING LUNCHON; EMOT
7001	12/13/2021	Claims	2	EFT	VERIZON WIRELESS - CH #742100945-0001	424.06	CH - 11/2021
7002	12/13/2021	Claims	2	EFT	VERIZON WIRELESS - PD2#672326319	440.11	MODEMS - NOV 2021
7003	12/13/2021	Claims	2	EFT	VERIZON WIRELESS - PW #542075407	314.14	PW CELL SERVICE - 11/2021
6795	11/23/2021	Claims	2	103786	LAW OFFICE OF DANIEL POLAGE	3,750.00	PUBLIC DEFENDER - 09/17/2021 - 11/17/2021
6943	12/06/2021	Claims	2	103787	TROY LEE & ASSOCIATES	3,145.00	PUBLIC DEFENDER - SEP, OCT & NOV 2021
7004	12/13/2021	Claims	2	103788	AMAZON CAPITAL SERVICES, INC	55.18	2022 CALENDARS & PENS
7005	12/13/2021	Claims	2	103789	AMERIFUEL	2,033.00	FUEL - 11/16 - 11/30/2021
7006	12/13/2021	Claims	2	103790	AT&T MOBILITY	270.66	MODEMS - NOV 2021
7007	12/13/2021	Claims	2	103791	ATLAS STAFFING INC	6,148.68	SEASONAL PARKS; WEEK WORKED 11.06.21; CARLS, TIM & SCHULER, ALMA; SEASONAL PARKS; WEEK WORKED 11.13.21; WEEK WORKED 11.13.21 & 11.20.21; SEASONAL PARKS (CARLS) & TEMP SECRETARY (SCHULER)
7008	12/13/2021	Claims	2	103792	BASIN DISPOSAL OF YAKIMA LLC	82,885.11	GA / RCY - 11/2021
7009	12/13/2021	Claims	2	103793	DEYANIRA BEJAR	300.00	CLEANING DEPOSIT REFUND - 11/13/2021 BARN
7010	12/13/2021	Claims	2	103794	BELL, BROWN & RIO	7,500.00	CITY ATTORNEY - 11/2021
7011	12/13/2021	Claims	2	103795	BISHOP RED ROCK INC	9.87	REMAINING BALANCE TO INVOICE 45314 / AP #42722
7012	12/13/2021	Claims	2	103796	BORARCHITECTURE, PLLC	612.50	LIBRARY / COMMUNITY CENTER - 11/2021
7013	12/13/2021	Claims	2	103797	BURROWS TRACTOR	27.37	BAR & CHAIN HUSKY
7014	12/13/2021	Claims	2	103798	CANON FINACIAL SERVICES	186.28	COPIER CONTRACT - NOV 2021
7015	12/13/2021	Claims	2	103799	CENTRAL WA AG MUSEUM	21,019.78	AG MUSEUM UTILITIES - 11/2021; 2021 - AUDIO TOUR, OFFICE LIGHTS & GENERAL MANAGER
7016	12/13/2021	Claims	2	103800	CI SHRED	90.77	SHRED SVC - 09/2021

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:58:06 Date: 12/08/2021

01/01/2021 To: 12/31/2021

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
7017	12/13/2021	Claims	2	103801	CINTAS CORP #605	130.88	CIVIC CENTER & PD MAT SVC - 11/05/2021 & 11/19/2021
7018	12/13/2021	Claims	2	103802	CITY OF YAKIMA	71,222.12	WHOLESALE SEWER 3 PARTY AGREEMENT; OCTOBER 2021
7019	12/13/2021	Claims	2	103803	COLEMAN OIL COMPANY	47.96	PW/ CED FUEL- 11/21
7020	12/13/2021	Claims	2	103804	COLONIAL LAWN & GARDEN, INC.	1,958.19	CIVIC CENTER LAWN SVC - 11/2021 & TREE/SHRUB TRIMMING
7021	12/13/2021	Claims	2	103805	COMMERCIAL TIRE -PW	414.45	#1021 TIRES
7022	12/13/2021	Claims	2	103806	CONCRETE SPECIAL TIES, INC.	53.07	SUPPLIES FOR SIDEWALK REPAIR
7023	12/13/2021	Claims	2	103807	COPIERS NORTHWEST	166.56	COPIER LEASE - 11/2021
7024	12/13/2021	Claims	2	103808	CORE & MAIN LP	17,273.83	REPAIR CLAMPS; METER/ANTENNAS; SIMTAP PARTS; STOCK PARTS; FIRE HYDRANT; BOXES, DI COVERS, GASKETS, NUTS BOLTS; METERS BOXES SETTER #2; WA YAKIMA RESOURCE ENTER; CIRCLE K QJCTS 90 BEND LOW LEAD; 4 FT F
7025	12/13/2021	Claims	2	103809	D & G CLEANING,LLC	450.00	AB / BARN CLEANING SVC - 09/2021
7026	12/13/2021	Claims	2	103810	EUROFINS MICROBIOLOGY LABORATOIRES, INC	2,087.85	WW SAMPLING; TOTAL COLIFORM COLILERT; WW SAMPLING11/09/21 & 11/10/21
7027	12/13/2021	Claims	2	103811	FRANK'S POINT S	65.87	18X9.50-8 C 89 AIR LOC MULTI TRAC - S TURF
7028	12/13/2021	Claims	2	103812	G O COLLISION CENTER	1,000.00	DEDUCTIBLE REIMBURSEMENT - PW
7029	12/09/2021	Claims	2	103813	G.S. LONG CO., INC.	4,525.93	KROVAR IVM & DIREX 4L
7030	12/13/2021	Claims	2	103814	GAP AUTO PARTS - PW	347.10	BRAKE FLUID, BRAKE CLEANER; MASTER CYLINDER;
7031	12/13/2021	Claims	2	103815	GARNER CONSTRUCTION	17.15	OVERPAYMENT REFUND
7032	12/13/2021	Claims	2	103816	GRANITE CONSTRUCTION CO	981.50	MOD B - WA 8.510 TON; CLASS G - WA 2.85 TON
7033	12/13/2021	Claims	2	103817	GRANT J HUNT CO	928.38	MAIL CHIMP EMAIL AD - AUG, SEPT, OCT & NOV 2021; TWITTER AD & SMALL CHAT TOURISM - AUG, SEPT & OCT 2021; UG TRANSIT FLYERS / BANNER - FAIR SHUTTLE; AGRICOPIA - SUPPLIES , SHIPPING & SUPPLIES
7034	12/13/2021	Claims	2	103818	H & V CONSTRUCTION COMPANY	16,772.37	COMPLETE STREETS PROJECT
7035	12/13/2021	Claims	2	103819	HLA ENGINEERING & LAND SURVEYING INC	40,212.86	AHT RD & MAIN ST SW IMP CON SVC; GEN SVCS; W AHTANUM RD RECON; S BROADWAY AREA SE EXT (GSP PHASE 3); E WASHINGTON AVE RESURFACING CONSTRUCTION
7036	12/13/2021	Claims	2	103820	HYUNDAI OF YAKIMA	394.78	VEH 26 - LOF /TIRE ROTATION & VEH 15 - LOF/TIRE ROTATION & FACTORY RECALL
7037	12/13/2021	Claims	2	103821	IMELDA INIGUEZ HERRERA	300.00	CLEANING DEPOSIT REFUND - AB 11/27/2021
7038	12/13/2021	Claims	2	103822	JUB ENGINEERS INC	2,945.15	BELTWAY CONNECTOR PROJECT; OCTOBER 3, 2021 TO OCTOBER 30,2021
7039	12/13/2021	Claims	2	103823	KEN LEINGANG EXCAVATING INC	36,517.50	FIRE STATION - 2021

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:58:06 Date: 12/08/2021

01/01/2021 To: 12/31/2021

Page: 3

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
7040	12/13/2021	Claims	2	103824	KEN LEINGANG EXCAVATING	1,042.54	Refund Utility Deposit
7041	12/13/2021	Claims	2	103825	KITTITAS & YAKIMA VALLEY UC	125.00	WORK RELATED EXAM; BUNTING CRAIG
7042	12/13/2021	Claims	2	103826	GINA LONGTON	87.72	OVERPAYMENT REFUND; OVERPAYMENT REFUND
7043	12/13/2021	Claims	2	103827	LOWES COMPANY INC	101.94	#2007 8'X10' SILVER / BROWN; HEAT TAPE WITH THERM AHB; CREDIT HEAT TAPE WITH THERM AHB; PLUGS FOR SEASON'S GREETING SIGNS; KNEELING PADS & CHRISTMAS TREE LIGHTS
7044	12/13/2021	Claims	2	103828	LOWES COMPANY INC	12.45	RANGE SUPPLIES
7045	12/09/2021	Claims	2	103829	MEDSTAR CABULANCE, INC.	71,256.74	DIAL A RIDE / FIXED ROUTE - 11/2021
7046	12/13/2021	Claims	2	103830	MLM ENTERTAINMENT, LLC	1,041.20	Refund Utility Deposit; 3048.1 - 2309 S3RD AVENUE
7047	12/13/2021	Claims	2	103831	MORTON & SONS	173.88	SAWDUST FOR WATER METERS
7048	12/13/2021	Claims	2	103832	McCLATCHY COMPANY LLC	953.84	LATERAL POLICE AD
7049	12/13/2021	Claims	2	103833	KASANDRA M. NAVARRO	5.10	OVERPAYMENT REFUND
7050	12/13/2021	Claims	2	103834	ROBERT R NORTHCOTT	700.00	PUBLIC DEFENDER
7051	12/13/2021	Claims	2	103835	OFFICE SOLUTIONS NORTHWEST	96.80	PRE-PERFORATED PAPER & TODAY DATE STAMP
7052	12/13/2021	Claims	2	103836	ONE CALL CONCEPTS INC	27.82	UTILITY LOCATES - 11/2021
7053	12/13/2021	Claims	2	103837	PAC VAN	113.02	Refund Utility Deposit
7054	12/13/2021	Claims	2	103838	PAPÉ MATERIAL HANDLING	865.14	REPAIR OVERHEAD DOOR AT PW SHOP; PARTS
7055	12/13/2021	Claims	2	103839	POPPOFF, INC.	42,889.40	CONCRETE WORK @ FIRE STATION
7056	12/13/2021	Claims	2	103840	POSITIVE CONCEPTS/ATPI	255.00	SECTOR PAPER
7057	12/13/2021	Claims	2	103841	ANGEL PRECIADO	102.88	OVERPAYMENT REFUND
7058	12/13/2021	Claims	2	103842	PRO RENTALS & SALES, INC.	592.34	RENTAL AGREEMENT; BROOMLIFT 45' ARTICULATED 4X4; GENIE Z-45/25 IC #Z452513A-48736
7059	12/13/2021	Claims	2	103843	QUADIENT FINANCE USA, INC.	1,199.34	POSTAGE - 11/2021; POSTAGE MACHINE INK CRTG - 11/2021
7060	12/13/2021	Claims	2	103844	REPUBLIC PUBLISHING CO	1,793.53	NTC OF COUNCIL MEETING - 11/22/2021; NTC OF COUNCIL MEETING - 11/15/2021, SUMMARY OF ORD# 3013; SUMMARY OF ORD # 3014, 3015 & 3016; NTC OF COUNCIL MEETING - 11/22/2021 & 2022 FINAL BUDGET; NTC OF LTAC
7061	12/13/2021	Claims	2	103845	RWC INTERNATIONAL, LTD.	1,450.38	#2014 SERVICE
7062	12/13/2021	Claims	2	103846	ANGELICA SALCEDO	27.19	OVERPAYMENT REFUND
7063	12/13/2021	Claims	2	103847	SHUELS WHOLESALE LUMBER	816.69	4X4X12 BROWN TON PRE TREATED; 4X4X12 BROWN TON PRE TREATED POSTS
7064	12/13/2021	Claims	2	103848	DON C. SMITH	487.98	LEOFF 1 RETIREE RX / MEDICARE
7065	12/09/2021	Claims	2	103849	TINA M. STEINMETZ	229.00	10/25/21 UG COUNCIL MEETING TRANSCRIPTION SVC
7066	12/13/2021	Claims	2	103850	STRIPE RITE INC	23,924.88	18'X24" .080 ALUM WHITE HIP / RED NO PARKING SIGNS; STREET RESTRIPE PROJECT
7067	12/13/2021	Claims	2	103851	TTC CONSTRUCTION	1,017.68	Refund Utility Deposit
7068	12/13/2021	Claims	2	103852	U.S. LINEN & UNIFORM	665.58	UNIFORM SERVICE; 11.01.21 THRU 11.22.21
7069	12/13/2021	Claims	2	103853	UNION GAP WATER FUND & SEWER	2,740.18	4401 MAIN STREET - 11/2021; PARKS - 11/2021; FIRE DEPT. - 11/2021; CIVIC CENTER - 11/2021

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:58:06 Date: 12/08/2021

01/01/2021 To: 12/31/2021

Page: 4

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
7070	12/13/2021	Claims	2	103854	UNITED STATES POSTAL SERVICE	188.00	PO BOX RENTAL 3228 - 2022
7071	12/13/2021	Claims	2	103855	UNUM LIFE INSURANCE	111.30	LEOFF 1 LONG TERM CARE - 12/2021
7072	12/13/2021	Claims	2	103856	UPS	184.12	SHIPPING - 09/2021 & 10/2021
7073	12/13/2021	Claims	2	103857	WA ASSN OF SHERIFFS &	350.00	WASPC 2021 FALL TRAINING CONFERENCE - COBB
7074	12/13/2021	Claims	2	103858	WA CITIES INS. AUTHORITY	4,124.56	WCIA CLAIMS # APD 211200
7075	12/13/2021	Claims	2	103859	WA STATE DEPT OF AGRICULTURE	50.00	PESTICIDE LICENSE RENEWAL; BUNTING, CRAIG
7076	12/13/2021	Claims	2	103860	WA STATE DEPT OF TRANS.	8,637.22	REPAYMENT OF DESIGN FUNDS DUE TO INELIGIBLE CONSULTANT EXPENDITURES
7077	12/13/2021	Claims	2	103861	WA STATE PATROL	53.00	BACKGROUND - NOVEMBER 2021
7078	12/13/2021	Claims	2	103862	BARRY M WOODARD	12,000.00	PUBLIC DEFENDER - 11/2021
7079	12/13/2021	Claims	2	103863	YAKIMA CITY TREASURER	452,496.80	4TH QTR FIRE PROTECTION SVC - 2021; 4TH QTR DISTACH FEE / EQUIP CHARGE - 2021; 4TH QTR IT SVC, DISTOP SVC, MOBILE SVC, POLIE C/E SVC - 2021
7080	12/13/2021	Claims	2	103864	YAKIMA CO DEPT OF CORRECTIONS	33,059.52	INMATE HOUSING & MEDICAL - 10/2021
7081	12/13/2021	Claims	2	103865	YAKIMA CO DEVELOPMENT ASSN	5,000.00	2021 SEMI-ANNUAL PLEDGE TO YCDA
7082	12/13/2021	Claims	2	103866	YAKIMA CO PUBLIC SERVICES	206.72	11.16.21; 0.32 TON; GARBAGE; 11.05.21; 1.08 TON YARD WASTE; 11.08.21 THRU 11.10.21; GARBAGE & YARD WASTE; 11.19.21; 1.05 TON YARD WASTE; 11.22.21; 1.11 TON YARD WASTE; 11.23.21; 1.35 TON YARD WASTE;
7083	12/13/2021	Claims	2	103867	YAKIMA COOPERATIVE ASSN	653.91	BULK PROPANE; 270.800 GALLONS; ACTIVITIES; PROPANE 22.30; SHOP
7084	12/13/2021	Claims	2	103868	YAKIMA DRY CLEANERS	23.60	DRY CLEAN - 11/2021
7085	12/13/2021	Claims	2	103869	YAKIMA HUMANE SOCIETY	3,000.00	ANIMAL CONTROL SVC - 11/2021
7086	12/13/2021	Claims	2	103870	YAKIMA VALLEY SPORTS COMMISSION	17,500.00	4TH QTR SPORT MANAGEMENT 2021; 2021 ADVERTISING, SUPPLIES & WIAA
7087	12/13/2021	Claims	2	103871	YAKIMA VALLEY TOURISM	13,372.73	FACEBOOK AD - SEATTLE MAG - 9/21; AAA WESTERN JOUR-WEKND EMAIL;PHOTO-UG CORN MAZE; 4TH QTR 2021 TOURISM CONTACT
7088	12/13/2021	Claims	2	103872	YAKIMA WELDERS SUPPLY INC	244.53	OXYGEN NONFLAMMABLE, ACETYLENE FLAMMABLE, CYL CAP

001 Current Expense Fund	543,079.78
101 Street Fund	37,777.83
107 Convention Center Reserve Fund	43,161.40
108 Tourism Promotion Area Fund	9,937.62
109 Contingency Fund - "Agility Fund"	229.00
111 Library & Community Center Fund	612.50
113 Fire Truck Reserve Fund	36,517.50
121 Street Development Reserve Fund	25,733.23
123 Criminal Justice Fund	42,889.40
124 Infrastructure Reserve Fund	8,637.22
128 Transit System Fund	71,696.94
401 Water Fund	22,851.99
402 Garbage Fund	85,823.30

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:58:06 Date: 12/08/2021

01/01/2021 To: 12/31/2021

Page: 5

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
		403 Sewer Fund				92,869.94	
		405 Sewer Improvement Reserve				14,803.00	
		414 Water Deposits				3,155.64	
						<hr/>	
		* Transaction Has Mixed Revenue And Expense Accounts				1,039,776.29	Claims: 1,039,776.29

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:58:27 Date: 12/08/2021

01/01/2021 To: 12/31/2021

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6793	11/23/2021	Claims	2	EFT	US BANK CARDMEMBER SVC	53.21	TURLEY FUEL
			001 - 521 22 32 00 - PATROL FUEL			53.21	
6896	12/01/2021	Claims	2	EFT	MERCHANT SERVICES	920.16	CREDIT CARD PAYMENTS FEE - 11/2021
			401 - 534 50 49 00 - MISCELLANEOUS			306.72	
			403 - 535 50 49 00 - MISCELLANEOUS			306.72	
			402 - 537 50 49 00 - MISCELLANEOUS			306.72	
6901	12/06/2021	Claims	2	EFT	XPRESS BILL PAY	495.14	ONLINE PAYMENTS FEE - 11/2021
			001 - 524 20 49 00 - MISCELLANEOUS			99.03	
			401 - 534 50 49 00 - MISCELLANEOUS			99.03	
			403 - 535 50 49 00 - MISCELLANEOUS			99.03	
			402 - 537 50 49 00 - MISCELLANEOUS			99.03	
			001 - 558 60 49 00 - MISCELLANEOUS			99.02	
6932	12/03/2021	Claims	2	EFT	CHASE PAYMENTECH	842.99	ONLINE PAYMENTS FEE - 11/2021
			001 - 524 20 49 00 - MISCELLANEOUS			27.74	
			401 - 534 50 49 00 - MISCELLANEOUS			262.50	
			403 - 535 50 49 00 - MISCELLANEOUS			262.50	
			402 - 537 50 49 00 - MISCELLANEOUS			262.51	
			001 - 558 60 49 00 - MISCELLANEOUS			27.74	
6933	12/02/2021	Claims	2	EFT	PATHPOINT MERCHANT SERVICES LLC	2.50	ONLINE PAYMENTS FEE - 11/2021
			001 - 524 20 49 00 - MISCELLANEOUS			0.50	
			401 - 534 50 49 00 - MISCELLANEOUS			0.50	
			403 - 535 50 49 00 - MISCELLANEOUS			0.50	
			402 - 537 50 49 00 - MISCELLANEOUS			0.50	
			001 - 558 60 49 00 - MISCELLANEOUS			0.50	
6997	12/13/2021	Claims	2	EFT	CENTURY LINK	562.04	PUBLIC WORKS - 11/2021; SENIOR CENTER - 11/2021; FIRE DEPT. - 11/2021; CIVIC CENTER FAX & PHONE LINE - 11/2021
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			14.70	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			20.50	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			18.43	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			8.92	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			186.66	
			001 - 522 10 42 00 - COMMUNICATION			65.08	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			9.41	
			401 - 534 50 42 00 - COMMUNICATION			34.93	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			8.54	
			403 - 535 50 42 00 - COMMUNICATION			34.93	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			6.22	
			402 - 537 50 42 00 - COMMUNICATION			34.93	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			0.65	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			1.17	
			101 - 543 30 42 00 - COMMUNICATION			34.93	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			3.14	
			128 - 547 60 47 01 - CIVIC CAMPUS UTILITIES-TRAN!			2.62	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLAN!			8.17	
			001 - 571 21 42 00 - COMMUNICATION			65.67	
			001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARK			2.44	
6998	12/13/2021	Claims	2	EFT	OFFICE DEPOT-CITY HALL	1,359.96	INK CTG'S, EXPO MARKER, PORTFOLIO & BINDER; PRINTER AND INK CTGS; PRINTER
			001 - 514 23 31 00 - SUPPLIES			63.65	
			001 - 514 23 31 00 - SUPPLIES			237.34	
			001 - 514 23 31 00 - SUPPLIES			378.99	
			001 - 514 30 31 00 - SUPPLIES			63.65	
			001 - 514 30 31 00 - SUPPLIES			237.34	
			001 - 514 30 31 00 - SUPPLIES			378.99	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:58:27 Date: 12/08/2021

01/01/2021 To: 12/31/2021

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6999	12/13/2021	Claims	2	EFT	OFFICE DEPOT-PD	182.22	REFILL INK & AA BATTERIES; COPY PAPER, POST-IT NOTES -MEDIUM/SMALL
			001 - 521 22 31 00 - PATROL SUPPLIES			36.82	
			001 - 521 22 31 00 - PATROL SUPPLIES			145.40	
7000	12/13/2021	Claims	2	EFT	US BANK CARDMEMBER SVC	1,280.81	20 AMP OUTLET, WALL PLATE, FAT WASHER, LAG SCREWS; LEAD FUEL - 11/11/2021; MICROSOFT LICENSE - COUNCIL LAPTOP; MICROSOFT 365 - 10/19 - 11/18/21; FIREARMS TRAINING - 11/2021; THANKSGIVING LUNCHON; EMOT
			001 - 511 60 49 00 - MISCELLANEOUS			8.91	
			001 - 511 60 64 01 - MACHINERY & EQUIPMENT			315.16	
			001 - 517 91 31 00 - SUPPLIES			450.01	
			001 - 521 10 31 00 - PD ADMIN SUPPLIES			13.50	
			001 - 521 21 32 01 - LEAD TASK FORCE - FUEL			91.69	
			001 - 521 40 32 00 - PD TRAINING FUEL			48.63	
			001 - 521 40 43 00 - PD TRAINING TRAVEL			165.72	
			001 - 521 40 43 00 - PD TRAINING TRAVEL			165.75	
			001 - 522 50 35 00 - FD FACILITIES - SMALL TOOLS &			21.44	
7001	12/13/2021	Claims	2	EFT	VERIZON WIRELESS - CH #742100945-0001	424.06	CH - 11/2021
			001 - 511 60 42 01 - COMMUNICATION			320.08	
			001 - 513 10 42 01 - COMMUNICATION			51.99	
			001 - 514 23 42 00 - COMMUNICATIONS			25.99	
			001 - 514 30 42 00 - COMMUNICATIONS			26.00	
7002	12/13/2021	Claims	2	EFT	VERIZON WIRELESS - PD2#672326319	440.11	MODEMS - NOV 2021
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			440.11	
7003	12/13/2021	Claims	2	EFT	VERIZON WIRELESS - PW #542075407	314.14	PW CELL SERVICE - 11/2021
			401 - 534 50 42 00 - COMMUNICATION			62.83	
			403 - 535 50 42 00 - COMMUNICATION			62.83	
			402 - 537 50 42 00 - COMMUNICATION			62.83	
			101 - 542 30 42 00 - COMMUNICATIONS			62.83	
			001 - 576 80 42 00 - COMMUNICATION			62.82	
6795	11/23/2021	Claims	2	103786	LAW OFFICE OF DANIEL POLAGE	3,750.00	PUBLIC DEFENDER - 09/17/2021 - 11/17/2021
			001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC DEFEN			3,750.00	
6943	12/06/2021	Claims	2	103787	TROY LEE & ASSOCIATES	3,145.00	PUBLIC DEFENDER - SEP, OCT & NOV 2021
			001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC DEFEN			3,145.00	
7004	12/13/2021	Claims	2	103788	AMAZON CAPITAL SERVICES, INC	55.18	2022 CALENDARS & PENS
			001 - 514 23 31 00 - SUPPLIES			27.59	
			001 - 514 30 31 00 - SUPPLIES			27.59	
7005	12/13/2021	Claims	2	103789	AMERIFUEL	2,033.00	FUEL - 11/16 - 11/30/2021
			001 - 521 10 32 00 - PD ADMIN FUEL			158.84	
			001 - 521 21 32 00 - INVESTIGATION FUEL			66.65	
			001 - 521 21 32 01 - LEAD TASK FORCE - FUEL			165.41	
			001 - 521 22 32 00 - PATROL FUEL			1,642.10	
7006	12/13/2021	Claims	2	103790	AT&T MOBILITY	270.66	MODEMS - NOV 2021
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			270.66	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:58:27 Date: 12/08/2021

01/01/2021 To: 12/31/2021

Page: 3

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
7007	12/13/2021	Claims	2	103791	ATLAS STAFFING INC	6,148.68	SEASONAL PARKS; WEEK WORKED 11.06.21; CARLS, TIM & SCHULER, ALMA; SEASONAL PARKS; WEEK WORKED 11.13.21; WEEK WORKED 11.13.21 & 11.20.21; SEASONAL PARKS (CARLS) & TEMP SECRETARY (SCHULER)
					001 - 513 10 41 01 - PROFESSIONAL SERVICES	1,209.00	
					001 - 513 10 41 01 - PROFESSIONAL SERVICES	2,418.00	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES-ATLA	900.60	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES-ATLA	720.48	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES-ATLA	900.60	
7008	12/13/2021	Claims	2	103792	BASIN DISPOSAL OF YAKIMA LLC	82,885.11	GA / RCY - 11/2021
					402 - 537 60 49 00 - CONTRACTED SERVICES	82,885.11	
7009	12/13/2021	Claims	2	103793	DEYANIRA BEJAR	300.00	CLEANING DEPOSIT REFUND - 11/13/2021 BARN
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	300.00	
7010	12/13/2021	Claims	2	103794	BELL, BROWN & RIO	7,500.00	CITY ATTORNEY - 11/2021
					001 - 515 31 41 01 - LEGAL SERVICES-CIVIL - CITY AT	7,500.00	
7011	12/13/2021	Claims	2	103795	BISHOP RED ROCK INC	9.87	REMAINING BALANCE TO INVOICE 45314 / AP #42722
					101 - 542 66 31 00 - SUPPLIES	9.87	
7012	12/13/2021	Claims	2	103796	BORARCHITECTURE, PLLC	612.50	LIBRARY / COMMUNITY CENTER - 11/2021
					111 - 594 57 41 43 - LIBRARY/COMM CENTER-DESIG	612.50	
7013	12/13/2021	Claims	2	103797	BURROWS TRACTOR	27.37	BAR & CHAIN HUSKY
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	27.37	
7014	12/13/2021	Claims	2	103798	CANON FINACIAL SERVICES	186.28	COPIER CONTRACT - NOV 2021
					001 - 521 10 45 01 - PD CLERICAL RENTALS & LEASE	186.28	
7015	12/13/2021	Claims	2	103799	CENTRAL WA AG MUSEUM	21,019.78	AG MUSEUM UTILITIES - 11/2021; 2021 - AUDIO TOUR, OFFICE LIGHTS & GENERAL MANAGER
					107 - 571 00 42 00 - COMMUNICATION-AG MUSEUM	170.67	
					107 - 571 00 47 00 - UTILITIES-AG MUSEUM	758.48	
					107 - 571 10 41 00 - PROF SVCS-AG MUSEUM	17,168.40	
					107 - 571 20 31 07 - SUPPLIES	2,922.23	
7016	12/13/2021	Claims	2	103800	CI SHRED	90.77	SHRED SVC - 09/2021
					001 - 521 50 41 00 - PD FACILITIES PROFESSIONAL S	90.77	
7017	12/13/2021	Claims	2	103801	CINTAS CORP #605	130.88	CIVIC CENTER & PD MAT SVC - 11/05/2021 & 11/19/2021
					001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-	6.60	
					001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-	9.20	
					001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-	8.28	
					001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-	4.00	
					001 - 521 50 48 00 - PD FACILITIES REPAIRS & MAIN	83.79	
					001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-	4.23	
					401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-	3.83	
					403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-	2.77	
					402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-	0.29	
					101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-	0.53	
					101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-	1.41	
					128 - 547 60 48 01 - CIVIC CAMPUS MAINTENANCE-	1.18	
					001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-	3.67	
					001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE	1.10	
7018	12/13/2021	Claims	2	103802	CITY OF YAKIMA	71,222.12	WHOLESALE SEWER 3 PARTY AGREEMENT; OCTOBER 2021

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:58:27 Date: 12/08/2021

01/01/2021 To: 12/31/2021

Page: 4

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			403 - 535 50 41 03 - INTERGOVERNMENTAL PROFES			71,222.12	
7019	12/13/2021	Claims	2	103803	COLEMAN OIL COMPANY	47.96	PW/ CED FUEL- 11/21
			001 - 524 20 32 00 - FUEL			23.98	
			001 - 558 60 32 00 - FUEL			23.98	
7020	12/13/2021	Claims	2	103804	COLONIAL LAWN & GARDEN, INC.	1,958.19	CIVIC CENTER LAWN SVC - 11/2021 & TREE/SHRUB TRIMMING
			001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-			98.71	
			001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-			137.68	
			001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-			123.81	
			001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-			59.90	
			001 - 521 50 48 00 - PD FACILITIES REPAIRS & MAIN			1,253.64	
			001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-			63.22	
			401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-			57.34	
			403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-			41.71	
			402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-			4.36	
			101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-			7.88	
			101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-			21.06	
			128 - 547 60 48 01 - CIVIC CAMPUS MAINTENANCE-			17.63	
			001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-			54.84	
			001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE			16.41	
7021	12/13/2021	Claims	2	103805	COMMERCIAL TIRE -PW	414.45	#1021 TIRES
			403 - 531 30 48 00 - STORMWATER REPAIRS & MAINT			62.17	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			352.28	
7022	12/13/2021	Claims	2	103806	CONCRETE SPECIAL TIES, INC.	53.07	SUPPLIES FOR SIDEWALK REPAIR
			101 - 542 70 31 00 - SUPPLIES			53.07	
7023	12/13/2021	Claims	2	103807	COPIERS NORTHWEST	166.56	COPIER LEASE - 11/2021
			001 - 521 10 45 01 - PD CLERICAL RENTALS & LEASE			166.56	
7024	12/13/2021	Claims	2	103808	CORE & MAIN LP	17,273.83	REPAIR CLAMPS; METER/ANTENNAS; SIMTAP PARTS; STOCK PARTS; FIRE HYDRANT; BOXES, DI COVERS, GASKETS, NUTS BOLTS; METERS BOXES SETTER #2; WA YAKIMA RESOURCE ENTER; CIRCLE K QJCTS 90 BEND LOW LEAD; 4 FT F
			401 - 534 50 31 00 - SUPPLIES			4,132.10	
			401 - 534 50 31 00 - SUPPLIES			6,108.81	
			401 - 534 50 31 00 - SUPPLIES			3,429.04	
			401 - 534 50 31 00 - SUPPLIES			2,040.88	
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			1,563.00	
7025	12/13/2021	Claims	2	103809	D & G CLEANING,LLC	450.00	AB / BARN CLEANING SVC - 09/2021
			001 - 576 80 41 01 - PROF SVC- WHITE GLOVE CLEAN			450.00	
7026	12/13/2021	Claims	2	103810	EUROFINS MICROBIOLOGY LABORATOIRES, INC	2,087.85	WW SAMPLING; TOTAL COLIFORM COLILERT; WW SAMPLING11/09/21 & 11/10/21
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			217.00	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			984.30	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			886.55	
7027	12/13/2021	Claims	2	103811	FRANK'S POINT S	65.87	18X9.50-8 C 89 AIR LOC MULTI TRAC - S TURF
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			65.87	
7028	12/13/2021	Claims	2	103812	G O COLLISION CENTER	1,000.00	DEDUCTIBLE REIMBURSEMENT - PW
			401 - 534 50 49 00 - MISCELLANEOUS			250.00	
			403 - 535 50 49 00 - MISCELLANEOUS			250.00	
			402 - 537 50 49 00 - MISCELLANEOUS			250.00	
			101 - 542 30 49 00 - MISCELLANEOUS			250.00	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:58:27 Date: 12/08/2021

01/01/2021 To: 12/31/2021

Page: 5

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
7029	12/09/2021	Claims	2	103813	G.S. LONG CO., INC.	4,525.93	KROVAR IVM & DIREX 4L
					101 - 542 70 31 00 - SUPPLIES	4,525.93	
7030	12/13/2021	Claims	2	103814	GAP AUTO PARTS - PW	347.10	BRAKE FLUID, BRAKE CLEANER; MASTER CYLINDER;
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	69.42	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	69.42	
					402 - 537 50 48 00 - REPAIRS & MAINTENANCE	69.42	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	69.42	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	69.42	
7031	12/13/2021	Claims	2	103815	GARNER CONSTRUCTION	17.15	OVERPAYMENT REFUND
					401 - 589 10 04 01 - 210-10) WATER REFUNDS	17.15	
7032	12/13/2021	Claims	2	103816	GRANITE CONSTRUCTION CO	981.50	MOD B - WA 8.510 TON; CLASS G - WA 2.85 TON
					401 - 534 50 31 00 - SUPPLIES	981.50	
7033	12/13/2021	Claims	2	103817	GRANT J HUNT CO	928.38	MAIL CHIMP EMAIL AD - AUG, SEPT, OCT & NOV 2021; TWITTER AD & SMALL CHAT TOURISM - AUG, SEPT & OCT 2021; UG TRANSIT FLYERS / BANNER - FAIR SHUTTLE; AGRICOPIA - SUPPLIES , SHIPPING & SUPPLIES
					128 - 547 60 44 00 - ADVERTISING	54.20	
					107 - 557 30 31 00 - OFFICE & OPERATING SUPPLIES	266.62	
					108 - 557 30 44 03 - ADVERTISING-AG MUSEUM	192.56	
					108 - 557 30 44 10 - ADVERTISING-GRANT J HUNT	225.00	
					108 - 557 30 44 10 - ADVERTISING-GRANT J HUNT	190.00	
7034	12/13/2021	Claims	2	103818	H & V CONSTRUCTION COMPANY	16,772.37	COMPLETE STREETS PROJECT
					121 - 595 61 61 46 - COMPLETE STREETS-CONSTRUC	16,772.37	
7035	12/13/2021	Claims	2	103819	HLA ENGINEERING & LAND SURVEYING INC	40,212.86	AHT RD & MAIN ST SW IMP CON SVC; GEN SVCS; W AHTANUM RD RECON; S BROADWAY AREA SE EXT (GSP PHASE 3); E WASHINGTON AVE RESURFACING CONSTRUCTION SVCS
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	6,953.00	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	4,962.50	
					101 - 543 30 41 00 - PROFESSIONAL SERVICES	4,533.50	
					405 - 594 35 63 42 - S BROADWAY AREA SEWER EXT	1,095.00	
					405 - 594 38 64 25 - AHTANUM/MAIN ST STORMWF	13,708.00	
					121 - 595 10 41 08 - W. AHTANUM RD-GOODMAN T	5,211.46	
					121 - 595 30 63 51 - E WASHINGTON GRIND & OVEI	3,749.40	
7036	12/13/2021	Claims	2	103820	HYUNDAI OF YAKIMA	394.78	VEH 26 - LOF /TIRE ROTATION & VEH 15 - LOF/TIRE ROTATION & FACTORY RECALL
					001 - 521 22 48 00 - PATROL REPAIRS & MAINT	394.78	
7037	12/13/2021	Claims	2	103821	IMELDA INIGUEZ HERRERA	300.00	CLEANING DEPOSIT REFUND - AB 11/27/2021
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	300.00	
7038	12/13/2021	Claims	2	103822	JUB ENGINEERS INC	2,945.15	BELTWAY CONNECTOR PROJECT; OCTOBER 3, 2021 TO OCTOBER 30,2021
					403 - 594 35 64 00 - MACHINERY & EQUIPMENT - SI	2,945.15	
7039	12/13/2021	Claims	2	103823	KEN LEINGANG EXCAVATING INC	36,517.50	FIRE STATION - 2021
					113 - 594 22 62 13 - BUILDINGS & STRUCTURES	36,517.50	
7040	12/13/2021	Claims	2	103824	KEN LEINGANG EXCAVATING	1,042.54	Refund Utility Deposit

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:58:27 Date: 12/08/2021

01/01/2021 To: 12/31/2021

Page: 6

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			414 - 582 10 04 14 - DEPOSIT REFUND			1,042.54	Refund Utility Deposit
7041	12/13/2021	Claims	2	103825	KITTITAS & YAKIMA VALLEY UC	125.00	WORK RELATED EXAM; BUNTING CRAIG
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			31.25	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			31.25	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			31.25	
			101 - 542 30 41 00 - PROFESSIONAL SERVICES			31.25	
7042	12/13/2021	Claims	2	103826	GINA LONGTON	87.72	OVERPAYMENT REFUND; OVERPAYMENT REFUND
			401 - 589 10 04 01 - 210-10) WATER REFUNDS			25.70	
			401 - 589 10 04 01 - 210-10) WATER REFUNDS			62.02	
7043	12/13/2021	Claims	2	103827	LOWES COMPANY INC	101.94	#2007 8'X10' SILVER / BROWN; HEAT TAPE WITH THERM AHB; CREDIT HEAT TAPE WITH THERM AHB; PLUGS FOR SEASON'S GREETING SIGNS; KNEELING PADS & CHRISTMAS TREE LIGHTS
			401 - 534 50 31 00 - SUPPLIES			2.62	
			403 - 535 50 31 00 - SUPPLIES			2.62	
			403 - 535 50 31 00 - SUPPLIES				
			101 - 542 30 31 00 - SUPPLIES			84.46	
			101 - 542 66 31 00 - SUPPLIES			8.74	
			101 - 542 70 31 00 - SUPPLIES			1.75	
			128 - 547 60 31 00 - OFFICE & OPERATING SUPPLIES			0.88	
			001 - 576 80 31 00 - SUPPLIES			0.87	
7044	12/13/2021	Claims	2	103828	LOWES COMPANY INC	12.45	RANGE SUPPLIES
			001 - 521 40 31 00 - PD TRAINING SUPPLIES			12.45	
7045	12/09/2021	Claims	2	103829	MEDSTAR CABULANCE, INC.	71,256.74	DIAL A RIDE / FIXED ROUTE - 11/2021
			128 - 547 60 49 00 - TRANSIT SERVICE PAYMENT			71,256.74	
7046	12/13/2021	Claims	2	103830	MLM ENTERTAINMENT, LLC	1,041.20	Refund Utility Deposit; 3048.1 - 2309 S3RD AVENUE
			401 - 343 41 04 01 - WATER REVENUES			-58.80	
			414 - 582 10 04 14 - DEPOSIT REFUND			982.40	Refund Utility Deposit
7047	12/13/2021	Claims	2	103831	MORTON & SONS	173.88	SAWDUST FOR WATER METERS
			401 - 534 50 31 00 - SUPPLIES			173.88	
7048	12/13/2021	Claims	2	103832	McCLATCHY COMPANY LLC	953.84	LATERAL POLICE AD
			001 - 521 22 44 00 - PATROL ADVERTISING			953.84	
7049	12/13/2021	Claims	2	103833	KASANDRA M. NAVARRO	5.10	OVERPAYMENT REFUND
			401 - 589 10 04 01 - 210-10) WATER REFUNDS			5.10	
7050	12/13/2021	Claims	2	103834	ROBERT R NORTHCOTT	700.00	PUBLIC DEFENDER
			001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC DEFEN			700.00	
7051	12/13/2021	Claims	2	103835	OFFICE SOLUTIONS NORTHWEST	96.80	PRE-PERFORATED PAPER & TODAY DATE STAMP
			401 - 534 50 31 00 - SUPPLIES			32.27	
			403 - 535 50 31 00 - SUPPLIES			32.27	
			402 - 537 50 31 00 - SUPPLIES			32.26	
7052	12/13/2021	Claims	2	103836	ONE CALL CONCEPTS INC	27.82	UTILITY LOCATES - 11/2021
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			13.91	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			13.91	
7053	12/13/2021	Claims	2	103837	PAC VAN	113.02	Refund Utility Deposit
			414 - 582 10 04 14 - DEPOSIT REFUND			113.02	Refund Utility Deposit
7054	12/13/2021	Claims	2	103838	PAPÉ MATERIAL HANDLING	865.14	REPAIR OVERHEAD DOOR AT PW SHOP; PARTS

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:58:27 Date: 12/08/2021

01/01/2021 To: 12/31/2021

Page: 7

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			401 - 534 50 41 00		PROFESSIONAL SERVICES	154.73	
			401 - 534 50 48 00		REPAIRS & MAINTENANCE	18.30	
			403 - 535 50 41 00		PROFESSIONAL SERVICES	154.73	
			403 - 535 50 48 00		REPAIRS & MAINTENANCE	18.30	
			402 - 537 50 31 00		SUPPLIES	18.29	
			402 - 537 50 41 00		PROFESSIONAL SERVICES	154.73	
			101 - 542 30 41 00		PROFESSIONAL SERVICES	154.73	
			101 - 542 30 48 00		REPAIRS & MAINTENANCE	18.30	
			001 - 576 80 41 03		PROFESSIONAL SERVICES	154.73	
			001 - 576 80 48 00		REPAIRS & MAINTENANCE	18.30	
7055	12/13/2021	Claims	2	103839	POPPOFF, INC.	42,889.40	CONCRETE WORK @ FIRE STATION
			123 - 594 21 62 01		POLICE DEPT BUILDING RESERV	42,889.40	
7056	12/13/2021	Claims	2	103840	POSITIVE CONCEPTS/ATPI	255.00	SECTOR PAPER
			001 - 521 22 31 00		PATROL SUPPLIES	255.00	
7057	12/13/2021	Claims	2	103841	ANGEL PRECIADO	102.88	OVERPAYMENT REFUND
			401 - 589 10 04 01		210-10) WATER REFUNDS	102.88	
7058	12/13/2021	Claims	2	103842	PRO RENTALS & SALES, INC.	592.34	RENTAL AGREEMENT; BROOMLIFT 45' ARTICULATED 4X4; GENIE Z-45/25 IC #Z452513A-48736
			101 - 542 70 45 00		RENTALS & LEASES	592.34	
7059	12/13/2021	Claims	2	103843	QUADIANT FINANCE USA, INC.	1,199.34	POSTAGE - 11/2021; POSTAGE MACHINE INK CRTG - 11/2021
			001 - 513 10 31 00		SUPPLIES	0.60	
			001 - 513 10 31 00		SUPPLIES	0.60	
			001 - 513 10 42 01		COMMUNICATION	2.99	
			001 - 514 23 31 00		SUPPLIES	24.89	
			001 - 514 23 42 00		COMMUNICATIONS	124.87	
			001 - 514 30 31 00		SUPPLIES	41.51	
			001 - 514 30 42 00		COMMUNICATIONS	208.24	
			001 - 521 10 31 00		PD ADMIN SUPPLIES	4.66	
			001 - 521 10 42 00		PD ADMIN COMMUNICATIONS	23.37	
			001 - 524 20 31 00		SUPPLIES	9.36	
			001 - 524 20 42 00		COMMUNICATION	46.95	
			401 - 534 50 31 00		SUPPLIES	36.68	
			401 - 534 50 42 00		COMMUNICATION	184.01	
			403 - 535 50 31 00		SUPPLIES	36.68	
			403 - 535 50 42 00		COMMUNICATION	184.01	
			402 - 537 50 31 00		SUPPLIES	36.08	
			402 - 537 50 42 00		COMMUNICATION	184.03	
			001 - 558 60 31 00		SUPPLIES	8.28	
			001 - 558 60 45 00		OPERATING RENTALS & LEASES	41.53	
7060	12/13/2021	Claims	2	103844	REPUBLIC PUBLISHING CO	1,793.53	NTC OF COUNCIL MEETING - 11/22/2021; NTC OF COUNCIL MEETING - 11/15/2021, SUMMARY OF ORD# 3013; SUMMARY OF ORD # 3014, 3015 & 3016; NTC OF COUNCIL MEETING - 11/22/2021 & 2022 FINAL BUDGET; NTC OF LTAC
			001 - 511 60 44 01		ADVERTISING	313.34	
			001 - 511 60 44 01		ADVERTISING	352.38	
			001 - 511 60 44 01		ADVERTISING	89.68	
			001 - 511 60 44 01		ADVERTISING	705.80	
			108 - 557 30 44 14		ADVERTISING-GENERAL	332.33	
7061	12/13/2021	Claims	2	103845	RWC INTERNATIONAL, LTD.	1,450.38	#2014 SERVICE
			401 - 534 50 48 00		REPAIRS & MAINTENANCE	217.56	
			403 - 535 50 48 00		REPAIRS & MAINTENANCE	217.56	
			101 - 542 66 48 00		REPAIRS & MAINTENANCE	725.18	
			101 - 542 70 48 00		REPAIRS & MAINTENANCE	145.04	
			128 - 547 60 48 00		REPAIRS & MAINTENANCE	72.52	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:58:27 Date: 12/08/2021

01/01/2021 To: 12/31/2021

Page: 8

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			72.52	
7062	12/13/2021	Claims	2 103846		ANGELICA SALCEDO	27.19	OVERYPAYMENT REFUND
			401 - 589 10 04 01 - 210-10) WATER REFUNDS			27.19	
7063	12/13/2021	Claims	2 103847		SHUELS WHOLESALE LUMBER	816.69	4X4X12 BROWN TON PRE TREATED; 4X4X12 BROWN TON PRE TREATED POSTS
			101 - 542 64 31 00 - SUPPLIES			388.87	
			101 - 542 64 31 00 - SUPPLIES			427.82	
7064	12/13/2021	Claims	2 103848		DON C. SMITH	487.98	LEOFF 1 RETIREE RX / MEDICARE
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			487.98	
7065	12/09/2021	Claims	2 103849		TINA M. STEINMETZ	229.00	10/25/21 UG COUNCIL MEETING TRANSCRIPTION SVC
			109 - 511 60 41 00 - INTERGOVERNMENTAL PROFES			229.00	
7066	12/13/2021	Claims	2 103850		STRIPE RITE INC	23,924.88	18'X24" .080 ALUM WHITE HIP / RED NO PARKING SIGNS; STREET RESTRIPE PROJECT
			101 - 542 64 41 00 - INTERGOVERNMENTAL PROFES			23,407.51	
			101 - 542 64 49 00 - MISCELLANEOUS			517.37	
7067	12/13/2021	Claims	2 103851		TTC CONSTRUCTION	1,017.68	Refund Utility Deposit
			414 - 582 10 04 14 - DEPOSIT REFUND			1,017.68	Refund Utility Deposit
7068	12/13/2021	Claims	2 103852		U.S. LINEN & UNIFORM	665.58	UNIFORM SERVICE; 11.01.21 THRU 11.22.21
			401 - 534 50 21 00 - UNIFORMS & EQUIPMENT			139.77	
			403 - 535 50 21 00 - UNIFORMS & EQUIPMENT			139.77	
			402 - 537 50 21 00 - UNIFORMS & EQUIPMENT			46.59	
			101 - 542 30 21 00 - UNIFORMS & EQUIPMENT			139.77	
			128 - 547 60 21 00 - UNIFORMS & EQUIPMENT			86.53	
			001 - 576 80 21 00 - UNIFORMS & EQUIPMENT			113.15	
7069	12/13/2021	Claims	2 103853		UNION GAP WATER FUND & SEWER	2,740.18	4401 MAIN STREET - 11/2021; PARKS - 11/2021; FIRE DEPT. - 11/2021; CIVIC CENTER - 11/2021
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			25.02	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			34.90	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			31.38	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			15.19	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			317.79	
			001 - 522 50 47 00 - FD FACILITIES - UTILITIES			240.43	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			16.03	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			14.53	
			403 - 535 50 47 00 - UTILITIES			699.34	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			10.57	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			1.11	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			2.00	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			5.34	
			128 - 547 60 47 01 - CIVIC CAMPUS UTILITIES-TRAN'			4.47	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI			13.90	
			001 - 576 80 47 00 - UTILITIES			1,304.02	
			001 - 576 80 47 01 - CIVIC CAMPUS U TILITIES-PARK			4.16	
7070	12/13/2021	Claims	2 103854		UNITED STATES POSTAL SERVICE	188.00	PO BOX RENTAL 3228 - 2022
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			188.00	
7071	12/13/2021	Claims	2 103855		UNUM LIFE INSURANCE	111.30	LEOFF 1 LONG TERM CARE -
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			111.30	
7072	12/13/2021	Claims	2 103856		UPS	184.12	SHIPPING - 09/2021 & 10/2021
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			184.12	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:58:27 Date: 12/08/2021

01/01/2021 To: 12/31/2021

Page: 9

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
7073	12/13/2021	Claims	2	103857	WA ASSN OF SHERIFFS &	350.00	WASPC 2021 FALL TRAINING CONFERENCE - COBB
					001 - 521 40 49 00 - PD TRAINING MISCELLANEOUS	350.00	
7074	12/13/2021	Claims	2	103858	WA CITIES INS. AUTHORITY	4,124.56	WCIA CLAIMS # APD 211200
					401 - 534 50 49 00 - MISCELLANEOUS	1,031.14	
					403 - 535 50 49 00 - MISCELLANEOUS	1,031.14	
					402 - 537 50 49 00 - MISCELLANEOUS	1,031.14	
					101 - 542 30 49 00 - MISCELLANEOUS	1,031.14	
7075	12/13/2021	Claims	2	103859	WA STATE DEPT OF AGRICULTURE	50.00	PESTICIDE LICENSE RENEWAL; BUNTING, CRAIG
					101 - 542 70 49 00 - MISCELLANEOUS	50.00	
7076	12/13/2021	Claims	2	103860	WA STATE DEPT OF TRANS.	8,637.22	REPAYMENT OF DESIGN FUNDS DUE TO INELIGIBLE CONSULTANT EXPENDITURES
					124 - 597 01 55 99 - TRAN-OUT-121-MAIN ST ROW	8,637.22	
7077	12/13/2021	Claims	2	103861	WA STATE PATROL	53.00	BACKGROUND - NOVEMBER 2021
					001 - 521 10 41 00 - PD ADMIN PROFESSIONAL SER	53.00	
7078	12/13/2021	Claims	2	103862	BARRY M WOODARD	12,000.00	PUBLIC DEFENDER - 11/2021
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC DEFEN	12,000.00	
7079	12/13/2021	Claims	2	103863	YAKIMA CITY TREASURER	452,496.80	4TH QTR FIRE PROTECTION SVC - 2021; 4TH QTR DISTACH FEE / EQUIP CHARGE - 2021; 4TH QTR IT SVC, DISTOP SVC, MOBILE SVC, POLIE C/E SVC - 2021
					001 - 511 60 41 02 - IT SERVICES	741.80	
					001 - 513 10 41 03 - IT SERVICES	660.35	
					001 - 514 23 41 04 - IT SERVICES-FINANCE	2,348.53	
					001 - 514 30 41 03 - IT SERVICES-CLERK	1,118.52	
					001 - 521 10 41 01 - PD CLERICAL IT PROFESSIONAL	7,948.83	
					001 - 521 20 41 00 - INTERGOV PROF SVCS-PD DISP.	35,775.39	
					001 - 522 10 49 01 - FIRE PROTECTION SERVICES	399,109.75	
					001 - 524 20 41 03 - IT SERVICES-BUILDING	1,560.20	
					403 - 531 30 41 01 - STORMWATER - IT SERVICES	112.55	
					401 - 534 50 41 04 - IT SERVICES	813.75	
					403 - 535 50 41 05 - IT SERVICES	619.76	
					402 - 537 50 41 04 - IT SERVICES	43.97	
					101 - 542 30 41 04 - IT SERVICES	152.19	
					101 - 543 30 41 03 - IT SERVICES	231.13	
					128 - 547 60 41 04 - IT SERVICES	200.17	
					001 - 558 60 41 03 - IT SERVICES-PLANNING	876.41	
					001 - 576 80 41 04 - IT SERVICES-PARKS	183.50	
7080	12/13/2021	Claims	2	103864	YAKIMA CO DEPT OF CORRECTIONS	33,059.52	INMATE HOUSING & MEDICAL - 10/2021
					001 - 523 20 41 04 - DETENTION & CORRECTION CC	31,270.42	
					001 - 523 20 41 07 - DETENTION & CORRECTION-MI	1,789.10	
7081	12/13/2021	Claims	2	103865	YAKIMA CO DEVELOPMENT ASSN	5,000.00	2021 SEMI-ANNUAL PLEDGE TO YCDA
					001 - 511 60 49 12 - YAKIMA COUNTY DEVELOPMEN	5,000.00	
7082	12/13/2021	Claims	2	103866	YAKIMA CO PUBLIC SERVICES	206.72	11.16.21; 0.32 TON; GARBAGE; 11.05.21; 1.08 TON YARD WASTE; 11.08.21 THRU 11.10.21; GARBAGE & YARD WASTE; 11.19.21; 1.05 TON YARD WASTE; 11.22.21; 1.11 TON YARD WASTE; 11.23.21; 1.35 TON YARD WASTE; 1
					402 - 537 50 49 00 - MISCELLANEOUS	12.16	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 12:58:27 Date: 12/08/2021

01/01/2021 To: 12/31/2021

Page: 10

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			402 - 537 50 49 00 - MISCELLANEOUS			20.52	
			402 - 537 50 49 00 - MISCELLANEOUS			99.56	
			402 - 537 50 49 00 - MISCELLANEOUS			19.95	
			402 - 537 50 49 00 - MISCELLANEOUS			21.09	
			402 - 537 50 49 00 - MISCELLANEOUS			33.44	
7083	12/13/2021	Claims	2	103867	YAKIMA COOPERATIVE ASSN	653.91	BULK PROPANE; 270.800 GALLONS; ACTIVITIES; PROPANE 22.30; SHOP
			401 - 534 50 32 00 - FUEL			11.88	
			403 - 535 50 32 00 - FUEL			11.88	
			402 - 537 50 32 00 - FUEL			11.88	
			101 - 542 30 32 00 - FUEL			11.89	
			001 - 576 80 32 00 - FUEL			594.50	
			001 - 576 80 32 00 - FUEL			11.88	
7084	12/13/2021	Claims	2	103868	YAKIMA DRY CLEANERS	23.60	DRY CLEAN - 11/2021
			001 - 521 10 21 00 - PD ADMIN UNIFORMS & EQUIF			23.60	
7085	12/13/2021	Claims	2	103869	YAKIMA HUMANE SOCIETY	3,000.00	ANIMAL CONTROL SVC - 11/2021
			001 - 554 30 41 00 - PROF SERVICES-ANIMAL CONTI			3,000.00	
7086	12/13/2021	Claims	2	103870	YAKIMA VALLEY SPORTS COMMISSION	17,500.00	4TH QTR SPORT MANAGEMENT 2021; 2021 ADVERTISING, SUPPLIES & WIAA
			107 - 557 30 31 03 - SUPPLIES-SPORTS COMMISSIOI			5,000.00	
			107 - 557 30 44 00 - ADVERTISING-YAK VALLEY SPO			7,500.00	
			108 - 557 30 44 02 - ADVERTISING-SPORTS COMM \			1,500.00	
			108 - 557 30 44 13 - ADVERTISING-SPORTS COMM			3,500.00	
7087	12/13/2021	Claims	2	103871	YAKIMA VALLEY TOURISM	13,372.73	FACEBOOK AD - SEATTLE MAG - 9/21; AAA WESTERN JOUR-WEKND EMAIL; PHOTO-UG CORN MAZE; 4TH QTR 2021 TOURISM CONTACT
			107 - 557 30 41 00 - YAKIMA VALLEY TOURISM			9,375.00	
			108 - 557 30 44 08 - ADVERTISING-YAK VALLEY TOU			3,997.73	
7088	12/13/2021	Claims	2	103872	YAKIMA WELDERS SUPPLY INC	244.53	OXYGEN NONFLAMMABLE, ACETYLENE FLAMMABLE, CYL CAP
			401 - 534 50 32 00 - FUEL			48.90	
			403 - 535 50 32 00 - FUEL			48.90	
			402 - 537 50 32 00 - FUEL			48.90	
			101 - 542 30 32 00 - FUEL			48.90	
			001 - 576 80 32 00 - FUEL			48.93	

001 Current Expense Fund	543,079.78
101 Street Fund	37,777.83
107 Convention Center Reserve Fund	43,161.40
108 Tourism Promotion Area Fund	9,937.62
109 Contingency Fund - "Aqility Fund"	229.00
111 Library & Community Center Fund	612.50
113 Fire Truck Reserve Fund	36,517.50
121 Street Development Reserve Fund	25,733.23
123 Criminal Justice Fund	42,889.40
124 Infrastructure Reserve Fund	8,637.22
128 Transit System Fund	71,696.94
401 Water Fund	22,851.99
402 Garbage Fund	85,823.30
403 Sewer Fund	92,869.94
405 Sewer Improvement Reserve	14,803.00
414 Water Deposits	3,155.64

Claims: 1,039,776.29

* Transaction Has Mixed Revenue And Expense Accounts

1,039,776.29