

**UNION GAP CITY COUNCIL  
REGULAR MEETING AGENDA**

**MONDAY MARCH 11, 2024 – 6:00 P.M.**

**CIVIC CAMPUS, 102 W. AHTANUM ROAD, UNION GAP**

*The public will be allowed to comment on agenda items as they are presented during the meeting. Please signal the chair if you wish to comment on an items. Each speaker will have three (3) minutes to address the city council.*

**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 February 26,2024, as attached to the Agenda and maintained in electronic format

*B. Approve Vouchers:*

Payroll Vouchers – EFT’s, and Check No’s 108109 through 108116 for the month of February 2024, in the amount of \$469,039.44

Claim Vouchers – EFT’s, and Check No’s 108040 through 108108 for March 11, 2024, in the amount of \$591,339.73

Advance Travel Vouchers – Check No. 1309 through 1310 in the amount of \$526.55

USDA Loan – EFT for March 11, 2024 in the amount of \$114,307.00

Petty Cash Vouchers – EFT’s, and Voucher No. 1929 through 1930 March 2024, in the amount of \$2,111.55

Petty Cash Vouchers – EFT’s, and Voucher No. 1931 March 2024, in the amount of \$485.15

Petty Cash Vouchers – EFT’s, and Voucher No. 1932 through 1933 March 2024 in the amount of \$120.00



### **III. GENERAL ITEMS**

#### **Finance & Administration**

Ordinance No. - \_\_\_\_\_ - 2024 Budget Amendment - WA State Recreation and Conservation Office (RCO) Grant

#### **Police**

Resolution No. - \_\_\_\_\_ - Yakima Humane Society - Animal Sheltering Services Agreement

#### **Public Works & Community Development**

1. Resolution No. - \_\_\_\_\_ - Yakima County ARPA Agreement No. 38120
2. Resolution No. - \_\_\_\_\_ - TwoEagles Sewer Payment Agreement
3. Award of Bid – South Broadway Area Sewer Extension (GSP Ph 3) – On-Site Public Improvements

### **IV. COMMITTEE REPORTS**

**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. ADJOURN REGULAR MEETING**



## City Council Communication

**Meeting Date:** March 11, 2024  
**From:** Karen Clifton, Director of Finance & Administration  
**Topic/Issue:** Ordinance – 2024 Budget Amendment - WA State Recreation and Conservation Office (RCO) Grant

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**SYNOPSIS:** On February 12, 2024, the Council authorized the City Manager to sign a grant agreement with WA State Recreation and Conservation Office (RCO) for the Local Park Maintenance Program. It is now necessary to amend the 2024 budget to authorize the receipt and expenditure of these funds.

**RECOMMENDATION:** Adopt an ordinance, amending the 2024 Budget, authorizing the receipt and expenditure of the RCO grant funds.

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

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** The grant agreement was discussed and approved at the February 12, 2024 Council meeting.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Ordinance

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

**AN ORDINANCE** amending the 2024 budget, accepting the Recreation and Conservation Office (RCO) grant and authorizing the expenditure of those funds.

**WHEREAS**, on February 12, 2024, the Council authorized the City Manager to sign a grant agreement with RCO, for the Local Park Maintenance Program Multi – Tier 1; and

**WHEREAS**, the grant, entitled *Outdoor Sports Court and Picnic Table Rehab*, is for \$100,000.00; and

**WHEREAS**, it is necessary to amend the 2024 budget, authorizing the receipt and expenditure of these funds.

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

**Section 1. Revenue Acceptance.** Authorize acceptance of grant funding of \$100,000.00 from RCO, into Fund 130 – Park Development Reserve Fund.

**Section 2. Expenditure Authorized.** Authorize the expenditure of \$100,000.00 for grant funds from RCO, from Fund 130 – Park Development Reserve Fund.

ORDAINED this 11<sup>th</sup> day of March 2024.

\_\_\_\_\_  
John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Jessica Foltz, City Attorney



## City Council Communication

**Meeting Date:** March 11, 2024

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

**Topic / Issue:** Resolution – Yakima Humane Society - Animal Sheltering Services Agreement

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**SYNOPSIS:** The City requires the use of an animal shelter to shelter animals impounded by the police department. The City currently has a services agreement with the Yakima Humane Society for animal control and sheltering services. In the approved 2024 the City created the Community Service Officer (CSO) position whose duties will include animal control. This will require a new contract with the Humane Society for sheltering services only.

**RECOMMENDATION:** Approve Ordinance and authorize the City Manager to sign the professional services agreement with the Yakima Humane Society for animal sheltering services.

**LEGAL REVIEW:** Reviewed by City Attorney .

**FINANCIAL REVIEW:** There is no financial impact. The costs were approved in the 2024 budget.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Ordinance  
2. Agreement

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

A **RESOLUTION** authorizing the City Manager to sign an Animal Sheltering Services Agreement with Yakima Humane Society.

**WHEREAS**, the City currently has an agreement with Yakima Humane Society for animal control and sheltering; and

**WHEREAS**, through the 2024 Budget process, the Council approved a new position for a Community Service Officer (CSO) position, whose duties will include animal control; and

**WHEREAS**, this change requires a new agreement with Yakima Humane Society for sheltering services only.

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

The City Manager is authorized to sign an Animal Sheltering Services Agreement with Yakima Humane Society.

**PASSED** this 11<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
John Hodkinson, Mayor

ATTEST:

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

\_\_\_\_\_  
Jessica Foltz, City Attorney

## **ANIMAL SHELTERING SERVICES AGREEMENT**

This agreement is made and entered into by and between the CITY OF UNION GAP, a Washington municipal corporation (hereinafter the "City") and the YAKIMA HUMANE SOCIETY, a non-profit corporation (hereinafter the Humane Society).

WHEREAS, the Humane Society operates an animal shelter to shelter animals impounded by the City's Officers; and

WHEREAS, the City of Union Gap requires the use of an animal shelter to shelter animals impounded by the City's Officers; and

WHEREAS, the City has previously contracted with the Humane Society for the boarding of impounded animals and other services at the Humane Society's animal shelter; and

WHEREAS, the Humane Society is willing to continue providing said animal shelter services to the City in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into a contract for continued animal shelter services in accordance with the terms and conditions of the attached agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and the Humane Society as follows:

### **1. Animal Shelter Services**

a. **Impounded Animals.** On delivery by the City, the Humane Society shall board all animals impounded by the City's officers at its animal shelter located at 2405 West Birchfield Road. The Humane Society shall keep accurate records of all animals impounded by the City's officers that are delivered to its animal shelter. The Humane Society shall keep records of all animals impounded, the date delivered to the animal shelter, the number of days impounded, the date of release, and/or the date euthanized.

b. **Stray Animals.** The Humane Society shall keep accurate records of all stray animals picked up within the City limits and delivered to its animal shelter.

c. **Owner Surrendered Animals.** The Humane Society shall also keep accurate records on all owner-surrendered animals accepted at its animal shelter and originating within the City limits.

d. **Unclaimed Animals.** Unclaimed animals impounded by the City and delivered to the animal shelter shall become the property of the Humane Society. All animals without any form of ID (License, ID Tag, Microchip etc.) will be held for three (3) days. All animals with some form of ID (license, ID Tag, microchip etc.) will be held for five (5) days.

e. **Disposal of Dead Animals.** Upon delivery by the City, the Humane Society shall properly dispose of all dead animals (dogs, cats, and other animals of similar size) picked up by

the City's officer. The Humane Society shall provide a means of proper disposal for these dead animals for a fee of \$40 per animal.

f. **Redemption of Animals.** The owner of any redeemed animal shall be responsible for the YHS fees for such animal. The City shall not be responsible to the Humane Society for any fee in connection with a redeemed animal, with the exception of the \$15/day fee incurred in cases of legal holds in which an animal stays at the shelter after the ten-day mandatory period. In cases where the animal is redeemed after a legal hold, the owner shall reimburse the City directly.

g. **Treatment of Animals.** The Humane Society shall, at all times, both during and after the impound period, treat animals delivered by the City to its animal shelter in a humane manner. The Humane Society may euthanize, in a humane manner, any animal delivered to its animal shelter by the City, which obviously has a contagious disease, is so injured that it cannot be helped with medical treatment or is otherwise unadoptable due to behavioral issues.

h. **Record Retention.** The records relating to this Agreement must be made available to the City and are the City of Union Gaps records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records related to this Agreement must be retained by the Humane Society for a minimum of 6 years after the end date or termination of this Agreement. The records shall at all times be subject to inspection by and with the approval of the City of Union Gap, and will be provided to the City upon the city's request. This Section shall survive the termination of this Agreement.

i. **Legal Holds.** The City will pay 15.00 per day for sheltering an animal, if the animal is required to stay at the shelter after the ten-day mandatory legal hold and the hold is caused by the City. This is an additional charge to this contract to be paid monthly, at the end of the following month after the month in which the charge is incurred. Costs incurred due to a hold beyond the hold duration specified by the City officer will be the responsibility of the Humane Society. It will be the responsibility of the Humane Society to keep track of the duration of a hold, unless the hold duration is extended by the City beyond the time determined by the officer at the time of intake.

j. **Maximum Number of Impounded and Stray Animals Per Month.** The City will be allotted a maximum of (8) eight animals per month that can be dropped off at the Humane Society. In the event a maximum number is not reached in a given month, the excess amount cannot be carried over to the following month.

## **2. City Representative**

- a. Upon delivery of impounded animals to the Humane Society animal shelter, a City Representative will complete a form provided by the Humane Society that describes the status of the animal, the location where the animal was picked up, the animal owner's name and contact information (if known), the required duration of the hold (if



applicable), and other information deemed necessary by the Humane Society for animal intake.

- b. The City will notify the Humane Society of hold extensions that are beyond the time determined at the time of delivery of the animal to the Humane Society animal shelter.

**3. Consideration.**

Effective May 1, 2024, the City of Union Gap will pay a flat fee of \$110 per animal for the sheltering services provided by the Yakima Humane Society. This fee will be applied regardless of how long the animal's length of stay at YHS is. This will be in addition to the \$15/day legal and court hold (when applicable). Invoices over 30 days outstanding will be assessed a 3% late fee for each month outstanding.

- 4. Term of Agreement.** The term of this agreement shall commence on May 1, 2024, and shall continue through December 31, 2024.

- 5. Status of Humane Society.** The Humane Society and the City understand and expressly agree that the Humane Society is an independent contractor in the performance of each and every part of this Agreement. The Humane Society and its employees shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement.

- 6. Taxes and Assessments.** The Humane Society shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement, the Humane Society shall pay the same before it becomes due.

- 7. Nondiscrimination Provision.** During the performance of this Agreement, the Humane Society shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

- 8. Compliance with Law.** The Humane Society agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local or otherwise.

9. **No Insurance.** It is understood that the City does not maintain liability insurance for the Humane Society and/or its employees.
10. **No Conflict of Interest.** The Humane Society represents that neither it nor its employees have any interest and shall not hereafter acquire an interest, direct or indirect, which would conflict in any manner of degree with the performance of this Agreement. The Humane Society further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Agreement.
11. **Indemnification and Hold Harmless.** The Humane Society agrees to protect, defend, indemnify, exonerate, and hold harmless the City, its elected and appointed officials, agents, officers, and employees (hereafter "parties protected") from (1) any and all claims, demands, liens, lawsuits, administrative and other proceedings, and (2) any and all judgments, awards, losses, liabilities, damages (including punitive or exemplary damages), penalties, fines, costs and expenses (including legal fees, costs, and disbursements) for, and arising out of, or related to any actual or alleged death, injury, damage or destruction to any person or any property (including but not limited to any actual or alleged violations of civil rights) to the extent solely or concurrently caused by, arising out of, or related to any actual or alleged act, action, default, or omission (whether intentional, willful, reckless, negligent, inadvertent, or otherwise) resulting from, arising out of, or related to the Humane Society's provision of services, work or materials pursuant to this Agreement.
12. **Humane Society Insurance.**
  - (a) **Commercial Liability.** On or before the date this Agreement is executed, the Humane Society shall provide the City with a certificate or insurance as proof of liability insurance in the amount of Two Million Dollars (\$2,000,000.00) that clearly states who the provider is, the amount of coverage, the policy number, and when the policy and the provisions provided are in effect (any statement in the certificate to the effect of "this certificate is issued as a matter of information only and covers no right upon the certificate holder" shall be deleted). Said policy shall be in effect for the duration of this Agreement. The policy shall name the City, its elected officials, officers, agents, and employees as additional insured's and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.
  - (b) **Worker's Compensation.** The Humane Society agrees to pay all premiums provided for by the Worker's Compensation Act of the State of Washington. Evidence of the Humane Society's workers' compensation coverage will be furnished to the City. The Humane Society holds the City harmless for any injury or death to the Humane Society's employees while performing this Agreement.

(c) **Umbrella policy.** The Humane Society shall provide the City with a certificate of insurance as proof of an umbrella insurance policy with a total minimum liability limit of One Million Dollars (\$1,000,000.00). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall continue in effect for the duration of the Agreement. The policy shall name the City, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability or any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

13. **Delegation of Services.** The services provided for herein shall be performed by the Humane Society, and no other person other than regular associates or employees of the Humane Society shall be engaged upon such work or services except upon written approval of City.
14. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Humane Society to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Humane Society as stated herein.
15. **Severability.** If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
16. **Integration.** This written document constitutes the entire agreement between the City and the Humane Society. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties. This Agreement supersedes any and all previous agreements between the parties.
17. **Non-Waiver.** The Waiver by the Humane Society or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.
18. **Termination for Cause.** In the event that either party breaches or defaults with respect to any of its duties, obligations and conditions of this Agreement, the other party shall be entitled to terminate this Agreement by providing the breaching/defaulting party with a written termination notice thirty (30) calendar days in advance of the effective termination date. The notice shall describe how the other party is in breach/default of this

Agreement. The preaching/defaulting party shall have the right to cure such breach/default during the thirty (30) day notice period.

19. **Modification or Termination of Agreement.** If either party desire to change/modify or terminate this Agreement, such party shall give written notice to the other (90) calendar days in advance of the effective modification/termination date.
20. **Feral Cats.** This contract does not include services for feral or community cats.
  - a. Definition: Feral are free roaming cats that are not owned and are unable to touch. Community cats are unowned cats that live outdoors in the community. They may be friendly but have no owners.
21. **Animal Drop-off Times:** City Officers can drop off animals at the shelter between 8 AM-5 PM, seven days a week. Holiday drop off times are 8 AM-12 PM.
  - a) On Call shelter staff will respond outside the shelter's regular working hours for sick, injured, and vicious animals only. On Call is billed at \$50.00 a callout.
  - b) Definition: Sick and Injured are animals unable to ambulate on their own. Vicious are animals that have attacked humans not living in the home.
  - c) City Officers are responsible for delivery animals to the shelter.
22. **Notices.** Unless stated otherwise here, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY:

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

TO HUMANE SOCIETY:

Yakima Humane Society  
2405 W. Birchfield Road  
Yakima, WA 98901

or to other such addresses as the parties may hereafter designate in writing. Notice and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

1. **Survival.** Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.
2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

3. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

EXECUTED this 1st Day of May, 2024

**CITY OF UNION GAP**

**YAKIMA HUMANE SOCIETY**

By: \_\_\_\_\_  
*Sharon Bounds, City Manager*

By: \_\_\_\_\_  
Jeff Boyd, Executive Director

ATTEST:

By: \_\_\_\_\_  
*Karen Clifton, City Clerk*

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



## City Council Communication

**Meeting Date:** March 11, 2024  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Resolution – Yakima County ARPA Agreement No. 38120

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**SYNOPSIS:** Agreement No. 38120 between Yakima County and City of Union Gap in conjunction with the American Rescue Plan (ARP) Coronavirus State and Local Fiscal Recovery Funds Award. Approved for reimbursement of eligible use expenses per the Yakima Board of County Commissioners award amount not to exceed \$400,000.00 – Union Gap Library and Community Center.

**RECOMMENDATION:** Adopt a Resolution authorizing the City Manager to sign Agreement No. 38120 between Yakima County in conjunction with the American Rescue Plan (ARPA), Corona Virus State and Local Fiscal Recovery.

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

**FINANCIAL REVIEW:** Yakima County ARPA Funds: \$ 400,000

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. Yakima County ARPA Agreement No 38120

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

A **RESOLUTION** authorizing the City Manager to sign Agreement No. 38120 between Yakima County in conjunction with the American Rescue Plan (ARPA), Corona Virus State and Local Fiscal Recovery .

**WHEREAS**, the City desires to enter into an agreement with Yakima County to obtain ARPA funds; and

**WHEREAS**, the grant would provide ARPA Fund Grant reimbursements for up to \$400,000; and

**WHEREAS**, the funds would be used for construction of a community facility roughly 5,000 sq. ft. split between two functions; a Library and Community Center, with parking area, landscaping, water and sewer connections. The Library and Community Center share common primary components such as heating, air conditioning, electrical and plumbing systems.

**WHEREAS**, the project will complete the library premises, including paint and carpet. The Yakima Valley Libraries District (District) will provide all shelving, book racks, tables, chairs, computers, etc. The Community Center will have a warming kitchen, refrigerator, sink, dishwasher, tables, chairs and television monitor.

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

The City Manager is authorized to sign Agreement No. 38120 between Yakima County in conjunction with the American Rescue Plan (ARPA), Corona Virus State and Local Fiscal Recovery.

**PASSED** this 11<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
John Hodkinson, Mayor

ATTEST:

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

\_\_\_\_\_  
Jessica Foltz, City Attorney

**AGREEMENT NO. 38120 BETWEEN YAKIMA COUNTY AND  
CITY OF UNION GAP IN CONJUNCTION WITH THE AMERICAN  
RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD**

<b>1. Contracted Firm</b> City of Union Gap 102 W Ahtanum Rd Union Gap, WA 98903		<b>2. Award Amount</b>  \$400,000.00		<b>3. Contractor is a:</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	
<b>4. Contracted Firm Representative</b> City of Union Gap Sharon Bounds, City of Manager 102 W. Ahtanum Road Union Gap, WA 98903 (509)248-0432 sharon.bounds@uniongapwa.gov		<b>5. Yakima County Financial Services</b> Craig Warner, Financial Services Director Yakima County 128 N. 2 <sup>nd</sup> St Rm 231 Yakima, WA 98901 509-574-1313 craig.warner@co.yakima.wa.us			
<b>6. Yakima County Contract Manager</b> Stefanie Truex, Sr Manager Yakima County 128 N. 2 <sup>nd</sup> St Rm 231 Yakima, WA 98901 509-574-1504 Stefanie.Truex@co.yakima.wa.us		<b>7. Start Date</b>  08/01/2023			
		<b>8. End Date</b>  08/31/2026			
		<b>9. ALN #</b> 21.027 – Coronavirus State and Local Fiscal Recovery Funds			
		<b>10. Federal Agency:</b>  U.S. Department of Treasury			
<b>11. UEI #</b> R9B9C53VD1G3	<b>12. Contract Number</b> ARPA-38120	<b>13. Fain Number</b> SLFRP2815		<b>14. Federal Award Date</b> 06/02/2021	
<b>15. Contract Purpose &amp; Description:</b> The American Rescue Plan (ARP) /Coronavirus State and Local Fiscal Recovery Funds (SLFRF) requires that the payments from the Coronavirus State and Local Fiscal Recovery Funds be used to cover expenses: (1) that respond to the COVID-19 public health emergency or its' negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (2) that respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (3) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent fiscal year prior to the emergency; and (4) that make necessary investments in water, sewer, or broadband infrastructure.					
<b>16. IN WITNESS WHEREOF YAKIMA COUNTY and the AGENCY NAME acknowledge and accept the terms of this AGREEMENT, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this AGREEMENT as of the date below. This AGREEMENT Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this AGREEMENT. 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.</b>					
<b>FOR THE CONTRACTED FIRM:</b>			<b>BOARD OF COUNTY COMMISSIONERS</b>		
Signature _____		Date _____	LaDon Linde, Chairman		
Name _____		Mayor	Amanda McKinney, Commissioner		
Title _____			Kyle Curtis, Commissioner		
<b>Approved as to Form:</b>			<b>DATED</b>		<b>Agreement Number:</b>
_____			Attest: _____		
Yakima County Deputy Prosecuting Attorney			Julie Lawrence, Clerk of the Board		

(FACE SHEET)



**WHEREAS**, pursuant to the provisions of the Revised Code of Washington (RCW) §36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

**WHEREAS**, this AGREEMENT is entered into between the local government ARPA recipient YAKIMA County (herein call COUNTY) and City of Union Gap (herein called FIRM).

**NOW, THEREFORE**, in consideration of the mutual promises and conditions set forth herein, the parties mutually agree as follows:

**SECTION NO. 1: SERVICES**

FIRM shall provide those services set forth in the Scope of Work attached hereto as Attachment "A" consisting of one page and is incorporated herein by reference. Services provided by FIRM shall be performed to the standard set by the County Representative, listed on the contract.

**SECTION NO. 2: FINANCIAL REQUIREMENTS**

FIRM agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this AGREEMENT, and the federal regulations and any executive orders commonly applicable to federal grants.

**SECTION NO. 3: TERM**

The term of this AGREEMENT shall commence as of the start date on the FACE SHEET and shall terminate on the end date on the FACE SHEET.

**SECTION NO. 4: RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contracted FIRM relationship will be created by this AGREEMENT. FIRM and/or employees, agents or any subrecipient to this contracted FIRM performing under this AGREEMENT are not employees or agents of the COUNTY in any manner whatsoever. FIRM will not be presented as, nor claim to be, an officer or employee of the COUNTY by reason of this AGREEMENT nor will FIRM make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY by reason of this AGREEMENT, including but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

The above section requirements shall not be applicable if the Firm is a Yakima County department.

**SECTION NO. 5: COMPLIANCE WITH LAWS**

FIRM and the COUNTY agree that all activity pursuant to this AGREEMENT will be in accordance with all applicable current federal, state and local laws, rules and regulations. As a recipient of federal financial assistance under this AGREEMENT, FIRM shall comply with all applicable state and federal statutes, regulations, executive orders and guidelines, including but not limited to the following:

- A. FIRM must comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the ADA 28 CFR Part 35. The ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.
- B. FIRM shall solely comply with any and all applicable federal, state and local laws, regulations, executive orders, OMB Circulars and/or policies and the COUNTY will not be responsible for determining FIRM's compliance. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Person (RCW 70.92), and safety and health regulations.

FIRM shall comply with all applicable federal/state non-discrimination laws, regulations and policies and the COUNTY will not be responsible for determining FIRM's compliance. No person shall on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded in whole or in part, under this AGREEMENT.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by FIRM, the COUNTY may rescind, cancel or terminate the AGREEMENT in whole or in part in its sole discretion. FIRM is responsible for all costs or liability arising from its failure to comply with application laws, regulations, executive orders, OMB Circulars or policies.

**SECTION NO. 6: EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS**

FIRM agrees to comply with the applicable requirements of 28 CFR Part 38.

**SECTION NO. 7: NEW CIVIL RIGHTS PROVISION**

FIRM shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT and the COUNTY will not be responsible for determining FIRM's compliance.

**SECTION NO. 8: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

FIRM must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services and the COUNTY will not be responsible for determining FIRM's compliance. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. Department of Homeland Security (DHS) published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**SECTION NO. 9: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)**

FIRM will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If FIRM is not required to formulate an EEOP, it will submit a certification to the Office of Civil Rights (OCR) and the COUNTY indicating that it is not required to develop an EEOP and the COUNTY will not be responsible for determining FIRM's compliance.

If FIRM is required to develop an EEOP but not required to submit the EEOP to the OCR, FIRM will certify in writing to the COUNTY that it has an EEOP on file which meets the applicable requirements. If FIRM is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and the COUNTY. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification will also be submitted to the COUNTY. Information about civil rights obligations of grantees can be found at <http://www.opj.usdoj.gov/program/civil-rights/overview>.

**SECTION NO. 10: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION**

- A. FIRM, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. 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 (A)(2) of this section; and
  4. Have not within a three (3) year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.
- B. Where FIRM is unable to certify to any of the statements in this AGREEMENT, FIRM shall attach an explanation to this AGREEMENT.
- C. FIRM agrees by signing this AGREEMENT that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the COUNTY.
- D. FIRM further agrees by signing this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

**LOWER TIER COVERED TRANSACTIONS**

- a) The lower tier grantee 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.
  - b) Where the lower tier grantee is unable to certify to any of the statements in this AGREEMENT, such grantee shall attach an explanation to this AGREEMENT.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

**SECTION NO. 11: COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES**

- A. The COUNTY shall reimburse FIRM an amount up to and not exceeding the award amount referenced on the face sheet. This reimbursement amount is based upon the budget line items set forth in Exhibit "B", attached hereto consisting of two pages and hereby incorporated herein by reference. There will be no initial payment.

- B. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this AGREEMENT. FIRM shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.
- C. FIRM will submit monthly reimbursement requests to the COUNTY by detailing the expenditures for which reimbursement is sought. Payment for the expenditures will only occur if the request is submitted with the appropriate supporting documentation, including, but not limited to timesheets and time/effort certifications. Requests for reimbursement shall be uploaded directed to COUNTY ARP portal.
- D. In conjunction with each reimbursement request, FIRM shall certify that services performed under this AGREEMENT do not duplicate any services charged against any other grant, subgrant, or other funding source.
- E. Unless otherwise set forth in the bid, quote, submittal, and accepted by the COUNTY in the AGREEMENT, payment shall be timely if made by the COUNTY no later than thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by FIRM.
- F. The pricing submitted by FIRM and accepted by the COUNTY is inclusive of applicable payment terms, as well as, any and all fees incurred by FIRM in accepting payment. No additional fees or charges shall apply, unless otherwise preapproved by the COUNTY.
- G. Contract pricing (fees, commissions, mark-ups, etc.) will remain firm for the duration of this AGREEMENT.
- H. Eligible invoice reimbursement documentation must be dated on or after 03/03/2021.

**SECTION NO. 12: RECOVERY OF FUNDS**

Whenever, under the AGREEMENT, any sum of money shall be recoverable from or payable by FIRM to the COUNTY the same amount may be deducted from any sum due to FIRM under the AGREEMENT or under any other contract between FIRM and the COUNTY including reasonable attorney fees and or any other collection costs. The rights of the COUNTY are in addition and without prejudice to and do not waive, alter or affect any other right the COUNTY may have to claim the amount of any loss or damage suffered by the COUNTY on account of the acts or omissions of FIRM.

**SECTION NO. 13: INDEPENDENT AUDIT REQUIREMENTS**

- A. FIRM shall have an annual independent fiscal audit conducted of its financial statement and condition, regarding the performance of the Agreement, readily delineating ARP/SLFRF funds.
  - 1. FIRM shall submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with FIRM's response to the audit and a corrective action plan, if any, no later than six (6) months after the end of FIRM's fiscal year. FIRM hereby consents to COUNTY's receipt and review of the independent auditor's working papers, upon request by the COUNTY.
  - 2. Failure to engage auditors and provide proof of such engagement shall be considered contractual non-performance and may result in corrective action and withholding of payment.

3. If, under separate agreement, FIRM is required to provide a 2 CFR Part 200 annual audit, which, at a minimum, meets the requirements of this AGREEMENT, then compliance with the other separate agreement will also serve as compliance with the Agreement, provided that said audit is provided to the COUNTY.

**SECTION NO. 14: SINGLE AUDIT ACT REQUIREMENTS**

- A. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. The term “non-federal entity,” as defined in 2 CFR Part 200, means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- B. If FIRM is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. FIRM has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.
- C. FIRM shall maintain auditable records and accounts to facilitate the audit requirement and shall ensure that any sub-recipients to the contracted FIRM also maintain auditable records. FIRM is responsible for any audit exceptions incurred by its own organization or of its sub-recipients. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- D. FIRM must respond to the COUNTY’s requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from FIRM all disallowed costs resulting from the audit.
- E. Once the single audit has been completed and if it includes any audit findings, FIRM must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of FIRM’s fiscal year(s):

**Stefanie Truex  
Senior Manager  
Yakima County  
128 N. 2<sup>nd</sup> St Rm 231  
Yakima, WA 98901**

- F. If FIRM claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, FIRM must send a completed “2 CFR Part 200 Subpart F Audit Certification Form” to the COUNTY at the address listed above identifying this AGREEMENT and explaining the criteria for exemption no later than nine (9) months after the end of the FIRM’s fiscal year(s).
- G. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption

from the audit requirements of this provision has been established.

- H. FIRM shall include the above audit requirements in any sub-contracts.
- I. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this AGREEMENT. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, FIRM's failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; and, the suspension of federal awards until the audit is conducted.

**SECTION NO. 15: VENUE STIPULATION**

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the PARTIES arising out of this AGREEMENT shall be the Superior Court of Yakima County, Washington. FIRM, by execution of this AGREEMENT, acknowledges the jurisdiction of the courts of the State of Washington.

**SECTION NO. 16: SEVERABILITY**

If any court of rightful jurisdiction holds any provision or condition of this AGREEMENT or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the AGREEMENT, which can be given effect without the invalid provision. To this end, the terms and conditions of this AGREEMENT are declared severable.

**SECTION NO. 17: AMENDMENTS AND MODIFICATIONS**

- A. FIRM and/or the COUNTY may request, in writing, an amendment or modification of this AGREEMENT. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the COUNTY and FIRM. No other understandings or agreements, written or oral, shall be binding on the parties.
- B. The COUNTY reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by FIRM of the COUNTY's notification of a contemplated change, FIRM shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect FIRM's ability to meet the completion dates or schedules of this AGREEMENT.
- C. If the COUNTY so instructs in writing, FIRM shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.
- D. If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment and FIRM shall not commence work on any such change until such written amendment has been issued and signed by each of the PARTIES.

**SECTION NO. 18: CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

As required by 44 CFR Part 18, FIRM hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of FIRM to any person for influencing or attempting to influence an officer or employee of an 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; (2) that 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 AGREEMENT, FIRM will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, FIRM will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

**SECTION NO. 19: PERSONNEL**

- A. FIRM represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- B. All of the services required herein shall be performed by FIRM or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed or permitted under state and local law to perform such services.
- C. Any changes or substitutions on FIRM's key personnel as may be listed herein must be made known to the COUNTY's Contract Manager prior to execution, and written approval granted by the COUNTY before said change or substitution can become effective.
- D. FIRM warrants that all services shall be performed by skilled and competent personnel who shall meet or exceed the professional standards in the field(s) of the work and that services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

**SECTION NO. 20: TAXES, FEES, AND LICENSES**

Unless otherwise provided in this AGREEMENT, FIRM shall be responsible for paying and maintaining the current status of all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for FIRM required by statute or regulation that are applicable to the AGREEMENT performance.

**SECTION NO. 21: CONFLICT OF INTEREST**



No officer or employee or governing body member of the COUNTY or FIRM exercising any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT.

The COUNTY may, in its sole discretion, by written notice to FIRM terminate this AGREEMENT if it is found after due notice and examination by the COUNTY that there is a violation of the Conflict of Interest provisions contained within this AGREEMENT.

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

**SECTION NO. 22: CONTRACTED FIRM SUB-RECIPIENT**

The FIRM shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to the subcontracts.

Every subcontract prepared by FIRM regarding this AGREEMENT shall bind the sub-recipient to follow all applicable terms of this AGREEMENT. FIRM shall be responsible to the COUNTY if the sub-recipient fails to comply with any applicable term or condition of this AGREEMENT. FIRM shall appropriately monitor the activities of the sub-recipient to ensure fiscal conditions of this AGREEMENT. In no event shall the existence of a subcontract operate to release or reduce the liability of FIRM to the COUNTY for any breach in the performance of FIRM's duties.

Every subcontract written related to this AGREEMENT shall include a term that the COUNTY is not liable for claims or damages arising from a subcontractor's performance of the subcontract.

**SECTION NO. 23: PROCUREMENT**

FIRM shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and all of FIRM's procurement policies and procedures.

**SECTION NO. 24: EQUIPMENT, REAL PROPERTY, AND SUPPLY MANAGEMENT (IF APPLICABLE)**

- A. "Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose, unless stated otherwise by Treasury. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non Federal entity, consistent with any guidance that Treasury may issue. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations."
- B. FIRM and any non-federal entity to which FIRM makes a subaward shall comply with 2 CFR

200.318 – 200.326 when procuring any equipment or supplies under this AGREEMENT, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

1. Upon successful completion of the terms of this AGREEMENT, all equipment and supplies purchased through this AGREEMENT will be owned by FIRM, or a recognized non-federal entity to which FIRM has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place;
2. All equipment, and supplies as applicable, purchased under this AGREEMENT will be recorded and maintained in FIRM's inventory system;
3. Inventory system records shall include:
  - a. A description of the property;
  - b. The manufacturer's serial number, model number, or other identification number;
  - c. The funding source for the equipment, including the Federal Award Identification Number (FAIN);
  - d. The Assistance Listings Number [formerly Catalog of Federal Domestic Assistance (CFDA) number];
  - e. The identity of the entity who holds the title;
  - f. The acquisition date;
  - g. The cost of the equipment and the percentage of federal participation in the cost;
  - h. The location, use, and condition of the equipment at the date the information was reported; and
  - i. The disposition data including the date of disposal and sale price of the property.
4. FIRM must take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two (2) years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by FIRM to determine the cause of the difference. FIRM shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
5. FIRM shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. Further, if applicable, FIRM shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
6. FIRM must develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to the COUNTY.
7. FIRM shall obtain and maintain all necessary certifications and licenses for the equipment.
8. If FIRM is authorized or required to sell the property, proper sales procedures shall be established and followed to ensure the highest possible return. For disposition, if upon

termination or at the AGREEMENT end date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, FIRM shall comply with the following procedures:

- a. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, FIRM shall retain the supplies for use on other activities or sell them, but shall, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
  - b. For Equipment:
    1. Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency; or
    2. Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. FIRM shall compensate the federal-sponsoring agency in accordance with the requirements of 2 CFR 200.313 (e)(2).
9. Records for equipment shall be retained by FIRM for a period of six (6) years from the date of disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by FIRM until all litigation, claims, or audit findings involving the records have been resolved.
- C. Unless expressly provided otherwise, all equipment shall meet all mandatory regulatory and/or federal adopted standards to be eligible for purchase using Federal award funds.
- D. As a subrecipient of federal funds, FIRM shall pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which FIRM makes a subaward of federal award funds under this AGREEMENT.

#### **SECTION NO. 25: DISPUTE RESOLUTION**

Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. For the purpose of this AGREEMENT, disputes shall not include the following: 1) failure to fulfill in a timely and proper manner the obligations contained within this AGREEMENT, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the AGREEMENT or 3) violation of any laws or regulations that renders FIRM unable to perform any aspect of the AGREEMENT. A request for a dispute resolution panel shall be in writing, shall state the disputed issue(s), shall state the relative positions of the parties and shall be sent to all parties. The panel shall consist of a representative appointed by the COUNTY, a representative by FIRM and a third party mutually agreed upon by both parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' relevant experience. In the event that the parties are unable to reach agreement on the third panel member the dispute over such member the appointment issue shall be submitted to the Yakima County Superior whom shall have the authority to appoint any person as the third panel member with relevant experience and licensure as set forth above. The panel shall by majority vote, resolve the

dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and RCW 7.04A. The situs of any proceeding before the panel shall occur in Yakima County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

**SECTION NO. 26: INDEMNIFICATION**

The COUNTY shall protect, defend, indemnify, and hold harmless FIRM while acting within the scope of this AGREEMENT as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless FIRM if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of FIRM. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

FIRM agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). FIRM will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The COUNTY and FIRM agree that the obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY employees or agents or FIRM while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and FIRM, by mutual negotiation, hereby waive any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

**SECTION NO. 27: SUCCESSIONS AND ASSIGNS**

- A. The COUNTY and FIRM each bind itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as above, neither the COUNTY nor FIRM shall assign, sublet, convey, or transfer its interest in this AGREEMENT without the written consent of the other.
- B. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the

COUNTY and FIRM.

**SECTION NO. 28: EXECUTION AND APPROVAL**

The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this AGREEMENT. Only the PARTIES' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this AGREEMENT. Any alteration, amendment, modification, or waiver of any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by both PARTIES' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, and certifications and documents authorized by or required under this AGREEMENT.

**SECTION NO. 29: LOSS OR REDUCTION OF FUNDING**

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 normal completion or end date, the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to FIRM as a "Termination for Cause" without providing FIRM an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

The COUNTY shall have the unilateral power to determine by 08/31/2024 or any date after if this contract as a whole has the ability to be spent down completely by the contract end date referenced on the face sheet of this contract. In the event the County believes this contract will not be spent down by the contract end date the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to FIRM as a "Termination for Cause" without providing FIRM an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

**SECTION NO. 30: NONASSIGNABILITY**

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by FIRM.

**SECTION NO. 31: NOTICES**

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or FIRM at the address set forth

on the FACE SHEET of this AGREEMENT for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party.

**SECTION NO. 32: POLITICAL ACTIVITY**

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

**SECTION NO. 33: RECORDS**

- A. FIRM agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect FIRM's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").
- B. FIRM's records relating to this AGREEMENT and the projects funded may be inspected and audited by the COUNTY and/or its designee, by the Office of the State Auditor, or by other state or federal officials authorized by law, for the purposes of determining compliance by FIRM with the terms of this AGREEMENT and to determine the appropriate level of funding to be paid under the AGREEMENT.
- C. The records shall be made available by FIRM for such inspection, and audit together with suitable space for such purpose, at any and all times during FIRM's normal working day.
- D. FIRM shall retain and allow access to all records related to this AGREEMENT and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this AGREEMENT. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by FIRM until all litigation, claims, or audit findings involving the records have been resolved.

**SECTION NO. 34: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - 1. All material provided to FIRM by the COUNTY that is designated as "confidential" by the COUNTY;
  - 2. All material produced by FIRM that is designated as "confidential" by the COUNTY; and
  - 3. All personal information in the possession of FIRM that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, date of birth, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. FIRM shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. FIRM shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the

COUNTY or as may be required by law. FIRM shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, FIRM shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this AGREEMENT whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. FIRM shall make the changes within the time period specified by the COUNTY. Upon request, FIRM shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by FIRM against unauthorized disclosure, and FIRM shall ensure destruction of any and all retained copies of such CONFIDENTIAL materials after the period of retention of records required herein.

- C. Unauthorized Use or Disclosure. FIRM shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**SECTION NO. 35: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this AGREEMENT or any other approval or concurrence under this AGREEMENT. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

**SECTION NO. 36: PUBLICITY**

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

**SECTION NO. 37: TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this AGREEMENT, FIRM may terminate this AGREEMENT by providing written notice of such termination to the COUNTY's Key Personnel identified in the AGREEMENT, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this AGREEMENT, the COUNTY, in its sole discretion and in the best interests of the COUNTY, may terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to FIRM. Upon notice of termination for convenience, the COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments pending calculation of any amounts owed FIRM pursuant to Section No. 38 below, or prohibit FIRM from incurring additional obligations of funds. In the event of termination, FIRM shall be liable for all damages as authorized by law. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

**SECTION NO. 38: TERMINATION OR SUSPENSION FOR CAUSE**

In the event the COUNTY, in its sole discretion, determines FIRM has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that renders FIRM unable to perform any aspect of the AGREEMENT, or has violated any of the covenants, agreements or stipulations of this AGREEMENT, the COUNTY has the right to immediately suspend or terminate this AGREEMENT in whole or in part.

The COUNTY shall, except as otherwise provided herein, notify FIRM in writing of the need to take corrective action and provide a period of time in which to cure. The COUNTY is not required to allow FIRM an opportunity to cure if it is not feasible as determined solely within the COUNTY'S discretion. Any time allowed for cure shall not diminish or eliminate FIRM's liability for damages or otherwise affect any other remedies available to the COUNTY. If the COUNTY allows FIRM an opportunity to cure, the COUNTY shall notify FIRM in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the COUNTY, or if such corrective action is deemed by the COUNTY to be insufficient, the AGREEMENT may be terminated in whole or in part.

The COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, pending calculation of any amounts owed FIRM pursuant to Section No. 39 below, or prohibit FIRM from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by FIRM, if allowed, or pending a decision by the COUNTY to terminate the AGREEMENT in whole or in part. In the event of termination for cause, FIRM shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original AGREEMENT and the replacement or cover AGREEMENT and all administrative costs directly related to the replacement AGREEMENT, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that FIRM: (1) was not in default or material breach, or (2) failure to perform was outside of FIRM's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience."

### **SECTION NO. 39: TERMINATION PROCEDURES**

In addition to the procedures set forth below, if the COUNTY terminates this AGREEMENT, FIRM shall follow any procedures specified in the termination notice. Upon termination of this AGREEMENT and in addition to any other rights provided in this AGREEMENT, the COUNTY may require FIRM to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this AGREEMENT..

If the termination is for convenience, the COUNTY shall pay to FIRM an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the COUNTY prior to the effective date of AGREEMENT termination, in the amount agreed upon by FIRM and the COUNTY for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the COUNTY, (iii) other work, services and/or equipment or supplies and services which are accepted by the COUNTY, and (iv) necessary for the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause



of this AGREEMENT. If the termination is for cause, the COUNTY shall determine the extent of the liability of the COUNTY. The COUNTY shall have no other obligation to FIRM for termination. The COUNTY may withhold from any amounts due to FIRM such sum as the COUNTY determines to be necessary to protect the COUNTY against potential loss or liability. The rights and remedies of the COUNTY provided in this AGREEMENT shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the COUNTY in writing, FIRM shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this AGREEMENT except as may be necessary for completion of such portion of the work under the AGREEMENT as is not terminated;
- C. Assign to the COUNTY, in the manner, at the times, and to the extent directed by the COUNTY, all of the rights, title, and interest of FIRM under the orders and sub-contracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the COUNTY to the extent the COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Complete performance of such part of the work not having been completed may be completed by the COUNTY, or its assigns, at COUNTY's discretion, in compliance with all contractual requirements. Further, COUNTY may, at its discretion, allow for FIRM to complete any parts or portions of the agreement not terminated by COUNTY to be completed by FIRM; and
- F. Take such action as may be necessary, or as the COUNTY may require, for the protection and preservation of the property related to this AGREEMENT which is in the possession of FIRM and in which the COUNTY has or may acquire an interest.

**SECTION NO. 40: WAIVER**

No conditions or provisions to this AGREEMENT can be waived unless approved in advance in writing. Either PARTY's failure to insist upon strict performance of any provision of the AGREEMENT or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this AGREEMENT.

**SECTION NO. 41: UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)**

FIRM is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this AGREEMENT. FIRM may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in the Washington Administrative Code (WAC) 326-30-041.

**SECTION NO. 42: INSURANCE**

FIRM shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

**GENERAL LIABILITY INSURANCE:** Firm agrees to maintain a policy with a limit of liability of not less than four million (\$4,000,000.00) each occurrence and four million (\$4,000,000.00) General Aggregate coverage. Insurance shall be written on ISO occurrence form CG 00 01 or an alternative form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limited Products Completed, Operations, or Contractual Liability and/or Cross Liability.

**AUTOMOBILE LIABILITY INSURANCE** with a combined single limit, or the equivalent of not less than \$4,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

**ADDITIONAL INSURED ENDORSEMENT:** General Liability Insurance must provide that YAKIMA COUNTY, it's officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named as additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "Yakima County, Its' Officers, Agents and Employees Are Named As An Additional Insured As Respects To AGREEMENT BETWEEN YAKIMA COUNTY AND FIRM, IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD".

**WORKERS COMPENSATION:** If FIRM has employees, it shall show proof of Worker's Compensation coverage effective in Washington State by providing its State Industrial Account Identification Number. Provision of this number will be FIRM's assurance that coverage is in effect.

**PROFESSIONAL LIABILITY INSURANCE:** FIRM shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$4,000,000.00.

Any exclusion to FIRM's insurance policies that may restrict coverage required in the AGREEMENT's insurance requirements must be pre-approved by the Yakima County Corporate Counsel. FIRM's insurer shall have a minimum A.M. Best's rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for FIRM and either the additional insured policy language or a copy of any required endorsement(s) and returned to the Yakima County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on FIRM's general liability policy with respect to activities under the AGREEMENT. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by FIRM.

Failure of FIRM to fully comply with the insurance requirements set forth herein, during the term of the AGREEMENT, shall be considered a material breach of contract and cause for immediate termination of the AGREEMENT at the COUNTY's discretion.

Providing coverage in the above amounts shall not be construed to relieve FIRM from liability in excess of such amounts.

**ADDITIONAL INSURED ENDORSEMENT:** General Liability Insurance must provide that Yakima County, its officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named as additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used, "Yakima County, Its' Officers, Agents, and Employees are Named As An Additional Insured as Respects To AGREEMENT BETWEEN YAKIMA COUNTY AND FIRM, IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD."

**ALTERNATIVE ADEQUATE INSURANCE COVERAGE VERIFICATION:** In the event that FIRM is a government agency that is covered by a Risk Pool insurance carrier is not able to comply with the ADDITIONAL INSURED ENDORSEMENT requirement above, upon written consent and acceptance by Yakima County, FIRM may satisfy the additional insured requirement by timely providing a letter from their Risk Pool insurance carrier that indicates that they have adequate and sufficient coverage to be responsible for any claim made in connection with this AGREEMENT in conjunction with the AMERICAN RESCUE PLAN, CORONA VIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD.

#### **SECTION NO. 43: MONITORING**

The COUNTY will monitor the activities of FIRM from the award date to closeout. The goal of the monitoring activities will be to ensure that FIRM, as an agency receiving federal pass-through funds, is in compliance with the federal grant award requirements as well as federal/state audit requirements. To document compliance with the 2 CFR Part 200 Subpart F requirements, FIRM shall complete and return to the COUNTY the attached Audit Certification Form which is incorporated herein and made part of this AGREEMENT. The Audit Certification Form must be signed each fiscal year thereafter until the completion of this AGREEMENT.

Monitoring activities performed by the COUNTY may include, but are not limited to:

- a. Review of financial and performance reports; and
- b. Review of reimbursement requests and supporting documentation, including time sheets as well time and effort certifications to ensure compliance with federal rules and regulations.

FIRM is required to pass on this monitoring language in all subcontract awards and to perform all monitoring activities regarding any sub-recipient.

**SECTION NO. 44: NON-SOLICITATION AGREEMENT**

- A. Each Party understands that the other Party's individual employees are some of the most valuable assets within their organization, responsible for the creative forces behind each Party's advancements in technology and business development. Recognizing the value each Party places on its individual employees and each Party's interest in retaining its employees, it is agreed that during the term of this AGREEMENT, neither Party shall, directly or indirectly, induce or try to induce any employee of the other Party to leave the employment of the other Party or that of any of its subsidiaries or affiliates to work for another person or company that does or may be expected to compete with the non-soliciting Party or any of its subsidiaries or affiliates.

**SECTION NO. 45: EXCUSABLE DELAYS**

FIRM shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond FIRM's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the COUNTY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

**SECTION NO. 46: ANTI-KICKBACK**

- A. No officer or employee of the COUNTY, having the power or duty to perform an official act or action related to this AGREEMENT, shall have or acquire any interest in this AGREEMENT, or have solicited, accepted or be granted a present or future gift, favor, service, or other thing of value from or to any person involved in this AGREEMENT.
- B. FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for FIRM to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual, or Firm, other than a bona fide employee working solely for FIRM any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

**SECTION NO. 46: PRECEDENCE**

Contract Documents: The Contract Documents consist of this agreement and the other documents listed below and all modifications and modifications issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

1. Modifications; and
2. This Agreement; and
3. The Request For Proposals P5001ARP; and
4. FIRM Response to the Request for Proposal.

## **EXHIBIT A**

### **STATEMENT OF WORK**

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

#### **CITY OF UNION GAP:**

- Construction of a community facility roughly 5,000 sq. ft. split between two functions; a Library and Community Center, with parking area, landscaping, water and sewer connections. The Library and Community Center share common primary components such as heating, air conditioning, electrical and plumbing systems.
- The project will complete the library premises, including paint and carpet. The Yakima Valley Libraries District (District) will provide all shelving, book racks, tables, chairs, computers, etc. The Community Center will have a warming kitchen, refrigerator, sink, dishwasher, tables, chairs and television monitor.

#### **YAKIMA COUNTY RESPONSIBILITIES:**

- Provide ARPA Fund Grant reimbursements for up to \$400,000.00
- Submit the ARPA Reporting documentation, provided by to the Federal Government, for the County's quarterly report for ARPA Compliance.
- Review ARPA Reporting documentation for completeness and compliance

**EXHIBIT B**

**BUDGET DETAIL**

The below budget is approved for reimbursement of eligible use expenses per the Yakima Board of County Commissioners award amount not to exceed 400,000.00.

**The below format will be required for reimbursements to the project.**

<b>Item</b>	<b>Total</b>
Construction/Rehabilitation Of Library Premise	400,000.00
<b>Total</b>	<b>\$400,000.00</b>

The Yakima County Finance Director has the authority to amend line item budget figures at their discretion. These changes must stay within the total award amount.

*See Scope of Work for detailed description of duties.*

Payment Procedures:

1. Requests for reimbursement by the Firm shall be submitted no more than once per month.  
In order to be eligible for reimbursement all expenses must be submitted with supporting documentation. **Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.**
2. At the Contractor’s first request for reimbursement, Yakima County Financial Services will require detailed back-up documentation for all expenditures. All back-up documentation must be available to all other auditors, upon request.
3. Monthly invoices must be submitted as follows:
  - **Electronically:** Submitted electronic invoices must be provided to your Contract Manager contact designated on the Face Sheet of this agreement at the Yakima County Financial Services Department. Electronic invoices must be submitted no later than the 10<sup>th</sup> of the month. If the 10<sup>th</sup> falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 10<sup>th</sup> falls on a Sunday, invoices must be received by close of business the following Monday.
4. All County warrants must be issued to the subrecipient no later than September 30, 2026, to qualify

for reimbursement.

5. Quarterly Reporting must be submitted via the online ARPA Portal within 15 days of the end of the quarter.

**EXHIBIT C  
FFATA FORM**

Subrecipient Agency:				
Grant and Year:		Agreement Number:		
Completed by: _____ <i>Name</i> _____ <i>Title</i> _____ <i>Telephone</i>				
Date Completed:				
<b>STEP 1</b>				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
<b>STEP 2</b>				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 3</b>				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 4</b>				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
<b>STEP 5</b>				
Executive #1	Name: _____			
	Total Compensation amount: \$ _____			
Executive #2	Name: _____			
	Total Compensation amount: \$ _____			
Executive #3	Name: _____			
	Total Compensation amount: \$ _____			
Executive #4	Name: _____			
	Total Compensation amount: \$ _____			
Executive #5	Name: _____			
	Total Compensation amount: \$ _____			
<b>STEP 6</b>				
If your organization does not meet these criteria, specifically identify below <b>each</b> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>



**EXHIBIT D**  
**2 CFR Part 200 Subpart F Audit Certification Form**  
Audits of States, Local Governments, Indian Tribes and Non-Profit Organizations

<i>Contact Information</i>	
Subrecipient Name:	
Authorized Chief Financial Officer:	
Address:	
Email:	Phone #:

**Purpose:** As a pass-through entity of federal grant funds, YAKIMA COUNTY is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by YAKIMA COUNTY because it is a non-federal entity that expends federal grant funds received from YAKIMA COUNTY as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

**Directions:** As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to these requirements, you must complete Section A of this form. If your entity **is** subject to these requirements, you must complete Section B of this form. When completed, you must sign, date and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs and suspension or termination of federal awards.

**SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F**

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

We did not expend \$750,000 or more of *total* federal awards during the fiscal year.

We are a for-profit agency.

We are exempt for other reasons (describe): \_\_\_\_\_

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that YAKIMA COUNTY may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

**SECTION B: Entities that ARE subject to the requirements of 2 CFR Part 200 Subpart F**  
(Complete the information below and check the appropriate box)

We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date] \_\_\_\_\_. There were no findings related to federal awards from YAKIMA COUNTY. No follow-up action is required by YAKIMA COUNTY as the pass-through entity. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the YAKIMA COUNTY Office of Financial Assistance, is enclosed or is available online at:**  
<http://www:> \_\_\_\_\_

We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date] \_\_\_\_\_. There were findings related to federal awards. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the YAKIMA COUNTY Office of Financial Assistance, is enclosed or is available online at:**  
<http://www:> \_\_\_\_\_

Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date] \_\_\_\_\_. We will forward a copy of the audit report to YAKIMA COUNTY Office of Financial Assistance at that time or provide the state auditor report number: \_\_\_\_\_

**I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from YAKIMA COUNTY until the grant agreement contract is closed.**

Signature of Authorized Financial Official: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

**EXHIBIT E - CERTIFICATION FORM**

**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

*Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.*

Recipient's Name:	
Address:	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

**Section A—Declaration Claiming Complete Exemption from the EEOP Requirement**

*Please check all the following boxes that apply.*

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe            | <input type="checkbox"/> Medical Institution.                            |
| <input type="checkbox"/> Nonprofit Organization     | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

\_\_\_\_\_  
*Print or Type Name and Title* *Signature* *Date*

**Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review**

*If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):*

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

\_\_\_\_\_  
 [organization],

\_\_\_\_\_  
 [address].

\_\_\_\_\_  
*Print or Type Name and Title* *Signature* *Date*

**Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review**

*If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.*

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

\_\_\_\_\_  
*Print or Type Name and Title* *Signature* *Date*

**EXHIBIT F**

**DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM**

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:
<b>This certification is submitted as part of a request to contract.</b>			

**Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective 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.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "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.
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 applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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.
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 activity.
9. Except for transactions authorized under paragraph 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 applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, 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.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction**

**The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.**

**Bidder or Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**EXHIBIT G**  
**ONLY IF APPLICABLE**

**DATA SHARING, NON-DISCLOSURE AND USE AGREEMENT (IF APPLICABLE)**  
**BETWEEN YAKIMA COUNTY AND FIRM**

This Data Sharing, Non-Disclosure and Use Agreement (“Agreement”) is entered into by and between YAKIMA COUNTY, a political subdivision of the State of Washington (hereinafter “COUNTY”) and FIRM, (hereinafter “FIRM”) to enable the sharing of Data and other confidential and proprietary information between the COUNTY and FIRM, as the COUNTY’S ARP recipient. The COUNTY and FIRM may be hereinafter referred to individually as a "Party" or collectively as the “Parties.”

AGENCIES PROVIDING DATA: YAKIMA COUNTY AND FIRM

DATA RECIPIENTS: YAKIMA COUNTY AND FIRM

1. Purpose

The purpose of this AGREEMENT is to provide the requirements and authorization for the COUNTY to have access to disparate datasets captured through COUNTY ARP funded Programs. FIRM acknowledges access to the disparate dataset captured in and through the COUNTY’S ARP funded Programs.

2. Definitions

- A. “Agreement” means this Data Sharing Agreement, including all documents attached or incorporated by reference.
- B. “Data Access” refers to rights granted to COUNTY to directly connect to FIRM’s ARP Program agency submitted disparate datasets related to participants, recipients, systems, networks, requests for proposals and/or applications with required information needed to implement these rights.
- C. “Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/or employee workstations.
- D. “Data Storage” refers to the data when at rest. Data can be stored on off-line devices such as CD’s or on-line on servers or employee workstations.
- E. “Data Encryption” refers to ciphers, algorithms or other encoding mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required for this data.

3. Period of Agreement

This Agreement shall begin when FIRM agrees to the terms and shall automatically renew yearly, unless terminated due to expiration of the COUNTY ARP funding program and its required reporting requirements.

4. Justification for Data Sharing

Data sharing agreements are required under RCW 39.26.340 and 43.105.054.

5. Description of Data to be Shared

Data shared will include data containing the COUNTY funded ARP program, applicants, recipients and participants' financial, labor, application, technology infrastructure and any other datasets deemed necessary to support performance of the compliance requirements for federal funding under the ARP/SLFRF funding provisions as set forth by the U.S. Department of Treasury.

6. Data Access

Enterprise datasets will be accessed through the Parties' Server and Network systems. FIRM will generate and submit agency owned datasets to COUNTY for consideration, review and compliance purposes.

7. Data Transmission

Datasets will be transmitted through the servers, networks and systems established and agreed to by the PARTIES.

8. Data Storage and Handling Requirements

All data provided by FIRM and COUNTY will be stored in an encrypted form on a server with access limited to the least number of staff needed to complete the purpose of this Data Sharing Agreement.

9. DATA ENCRYPTION (If Applicable)

All captured data shall be encrypted at rest.

10. Intended Use of Data

The data described above shall be used for review, analysis and reporting on ARP programs. The data will be used to prepare and publish required quarterly and annual reports.

11. Constraints on Use of Data

This Agreement does not constitute a release of the data for FIRM's discretionary use, but instead, FIRM may access the data only to carry out the responsibilities and for the purposes described herein, as well as in the related Contract No. 22ARPFIRM.

FIRM is not authorized to update or change any supplied datasets and any ad hoc analyses or other use of the supplied datasets, not specified in this Agreement and Contract No.22ARPFIRM. Any additional use is not permitted without the prior written agreement of the COUNTY.

## 12. Security of Data

- A. Data Protection. FIRM shall take due care and take reasonable precautions to protect the Category 3 data, as well as the COUNTY's data, from unauthorized physical and electronic access as well as meet or exceed the requirements of the Washington State Technology Services Board (TSB) policies and standards for data security and access controls to ensure the confidentiality, availability and integrity of all data shared.
- B. Data Security Technology Standards. FIRM will be responsible for providing data security technology standards that will ensure acceptable levels of data security to the COUNTY. These data security technology standards will include clear definitions outlining when and where data should be encrypted and by what technologies.
- C. IT Data Security Administration. FIRM will exchange documentation that outlines the data security program components supporting this Agreement with COUNTY IT Data Security Administrators. This documentation will define all data security methods and technology for each individual data exchange to ensure COUNTY and FIRM are in compliance with all appropriate Washington State Technology Service Board (TSB) security standards.

## 13. NON-DISCLOSURE OF DATA

Before receiving the data identified above, the COUNTY shall notify all authorized users in writing who will have access to the data of the following requirements. This notification shall include all authorized users who will use the data. A copy of this notification shall be provided to FIRM at the same time it is provided to relevant authorized users.

### A. Non-Disclosure of Data

- 1. Authorized users shall not disclose, in whole or in part, the data provided by COUNTY, applicants, or FIRM to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement or the related Contract No. 22 ARPFIRM.
  - 2. Authorized users shall not access or use the data for any commercial or personal purpose.
  - 3. Any exceptions to these limitations must be approved in writing COUNTY.
- B. Penalties for Unauthorized Disclosure of Information. In the event a FIRM authorized user fails to comply with any terms of this Agreement, COUNTY shall have the right to take such action as it deems appropriate. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by unauthorized disclosure. FIRM accepts full responsibility and liability for any violations of the Agreement.
  - C. Employee Awareness of Use/Non-Disclosure Requirements. FIRM shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement. FIRM will provide an annual reminder to authorized users of these requirements.

#### 14. Data Confidentiality

- A. Acknowledgement of Confidentiality. FIRM acknowledges the confidential nature of the applicants, recipients, participants data, as well as the aggregate server, application name, operating system versions, and IP addresses. This data is confidential under state RCW 42.56.420 (4) and use of this information will be limited only to persons whose staff function requires such access.
- B. Disclosures under subpoena-
  - 1. If a Party, its employees, agents, or contractors, or Vendor, is required by law, government regulations, subpoena or court order to disclose any Data, the Party shall give ten (10) business days prior written notice of the proposed disclosure to the other Party and the Vendor, at the contact information listed herein, in order to allow that Party or Vendor the opportunity to file documents seeking a court order preventing disclosure of the Data. The notice shall include the name of the requester, so the Party and/or Vendor may name the requester as a party to any action to enjoin disclosure.
  - 2. Upon receipt of written notice of the requirement to disclose the Data, the Party and/or Vendor, at their expense, may then seek appropriate protective relief to prevent all or part of such disclosure. Should the Party and/or Vendor not file for protective relief in superior court in the ten (10) business day time-frame provided, the Party shall disclose Data only in compliance with, and only to the extent required by, any applicable law, regulation, subpoena, or court order.
  - 3. If a Party or Vendor becomes aware of any unauthorized use or disclosure of the Data of the other Party, such Party or Vendor shall promptly advise the other Party of all facts regarding such unauthorized use or disclosure.

#### 15. Oversight

FIRM agrees that COUNTY will have the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of the other party's technical capabilities.

#### 16. Termination

COUNTY may terminate this Agreement pursuant to No. 38097 All data captured by FIRM prior to termination are to be retained and remain available to meet any necessary reporting requirements.

#### 17. Governance

- A. Severability- The provisions of this Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- B. Venue - In the event of a lawsuit involving this Data Sharing Agreement, venue shall be proper only in Yakima County, Washington.

18. Damages and Injunctive Relief

Because of the unique and highly confidential nature of the Data, the Parties acknowledge and agree that a Party (or Vendor) may suffer irreparable harm if a Party (or Vendor) breaches any of its obligations under this Agreement, and that monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other rights and remedies that may be available to a Party (or Vendor) at law and in equity, a Party (or Vendor) shall be entitled to seek enforcement of the provisions of this Agreement by seeking injunctive relief.

19. HEADINGS

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way, do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

**I, hereby declare that I have the authority to bind FIRM to this Agreement, and acknowledge that by signing below, I have read, understand and accept this Agreement, and that this Agreement along with the contract constitute the entire Data Sharing agreement between the PARTIES.**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.**

\_\_\_\_\_  
**Signature of Authorized representative**

\_\_\_\_\_  
**Printed Name and Title**



## **EXHIBIT H**

- State and Local Fiscal Recovery Funds (SLFRF) Final Rule PDF
- SLFRF: Overview of the Final Rule PDF
- Coronavirus State and Local Fiscal Recovery Funds- Frequently Asked Questions as of July 27, 2023 PDF
- 2 CFR Part 200

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>



# Yakima County

## Submission Details

Submitted By: Jo Linder

Submitted On: 5/31/2023 6:08:37 PM (UTC)

Status: Approved

Amount: 400000.00

Attachments: [View Attachments \(/applications/download-attachments?id=2c2c5029-deff-ed11-a81c-000d3a5b5bcb\)](/applications/download-attachments?id=2c2c5029-deff-ed11-a81c-000d3a5b5bcb)

## Approvals

First Approval: Brenda Garcia on 10/27/2023 5:00:00 AM (UTC)

Second Approval: Craig Warner on 10/27/2023 7:19:00 PM (UTC)

## Entity

Name: City of Union Gap

EIN:

DUNS/UEI:

Primary Contact Name: Lynette Bisconer

Primary Contact Title:

Primary Contact Email: [Lynette.Bisconer@uniongapwa.gov](mailto:Lynette.Bisconer@uniongapwa.gov)

Primary Contact Phone:

## Certification

### APPLICATION (TERMS AND CONDITIONS)

For sub-award of ARPA Grant

This application is being submitted by City of Union Gap, Washington (the "Entity") for a grant in the amount of \$400,000.00 (the "Grant Amount") from Yakima County, Washington (the "County"). If awarded, the Entity will be required to enter into a Grant Agreement, to which this application will be attached as an Exhibit (the "Grant Agreement").

The grant, if awarded, will be funded as a sub-award of the County's federal State & Local Fiscal Recovery Funds (CFDA No. 21.027), as authorized under the American Rescue Plan Act (ARPA), in the total amount of \$400,000.00 identified as federal award identification number SLFRP2815 (the "ARPA Grant") with a federal award date of June 7, 2021 provided by the United States Treasury ("Treasury") to the County. The Entity, as sub-recipient (the "Sub-recipient") of the ARPA Grant, agrees to comply with the terms and conditions of such federal award applicable to sub-awards and sub-recipients, including the following terms and conditions:

1. Use of Fund.
  - a. Sub-recipient understands and agrees that the funds disbursed under this sub-award may only be used in compliance with section 603(c) of the Social Security Act (the "Act"), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing
  - b. Sub-recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, auditing, and completion of such project.
2. Period of Performance. The period of performance for this sub-award begins on the date the Grant Agreement is executed and ends on June 30, 2024 (subject to extension in the sole discretion of the County, but not later than December 31, 2024), provided that eligible uses for Grant funds may extend from March 3, 2021 to such end date.
3. Reporting. Sub-recipient agrees to cooperate fully and promptly with the County with any and all reporting obligations established by Treasury and/or the County as they relate to this award, including without limitation the reporting described in Schedule A to the Grant Agreement.
4. Maintenance of and Access to Records.

- a. Sub-recipient shall maintain records and financial documents sufficient to support the County's production of evidence of compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The County, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the sub-recipient, in order to conduct audits or other investigations.
  - c. Records shall be maintained by sub-recipient for a period of seven (7) years after all funds have been expended or returned to the County, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
  6. No R&D Award. The sub-award shall not constitute an R&D award within the meaning of 2 CFR §200.332.
  7. No Administrative Costs. Sub-recipient may use funds provided under this award to cover direct costs only. Indirect costs shall not be paid or reimbursed with the sub-award
  8. Cost Sharing. Cost sharing or matching funds are not required to be provided by sub-recipient.
  9. Conflicts of Interest. Sub-recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Sub-recipient and its sub-recipients (if any) must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
  10. Compliance with Applicable Law and Regulations.
    - a. Sub-recipient agrees to comply with, and to fully cooperate with the County with respect to its compliance with, the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Sub-recipient agrees to comply with all applicable federal statutes, regulations, and executive orders. Sub-recipient also agrees to comply with, and to fully cooperate with the County with respect to its compliance with, all other applicable federal statutes, regulations, and executive orders, and sub-recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this sub-award.
    - b. Federal regulations applicable to this sub-award include, without limitation, the following:
      - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this sub-award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this sub-award.
      - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
      - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the sub-award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
      - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the sub-award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
      - v. Recipient Integrity and Performance Matters, pursuant to which the sub-award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
      - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
      - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
      - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
      - ix. Generally applicable federal environmental laws and regulations.
    - c. Statutes and regulations prohibiting discrimination applicable to this sub-award include, without limitation, the following:
      - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
      - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
      - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
      - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

11. Remedial Actions. In the event of the County's noncompliance (including without limitation as a result of the sub-recipient's non-cooperation with the County or other sub-recipient noncompliance) with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the County (and, thereby, the sub-recipient) of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
12. Hatch Act. Sub-recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
13. False Statements. Sub-recipient understands that making false statements or claims in connection with this sub-award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
14. Publications. Any publications produced with funds from this sub-award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [SLFRP2815] awarded to [Yakima] County, Washington by the U.S. Department of the Treasury."
15. Debts Owed the Federal Government.
  - a. Any funds paid to sub-recipient (1) in excess of the amount to which sub-recipient is finally determined to be authorized to retain under the terms of this sub-award; (2) that are determined by the County or the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by sub-recipient shall constitute a debt to the County and the federal government.
  - b. Any debts determined to be owed the County and the federal government must be paid promptly by the sub-recipient. A debt is delinquent if it has not been paid by the date specified in the initial written demand for payment, unless other satisfactory arrangements have been made or if the sub-recipient knowingly or improperly retains funds that are a debt as defined in paragraph 15(a). The County and Treasury will take any actions available to it to collect such a debt.
16. Disclaimer.
  - a. The County expressly disclaims (and the sub-recipient understands that the United States also disclaims) any and all responsibility or liability to sub-recipient or third persons for the actions of sub-recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this sub-award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this sub-award.
  - b. The acceptance of this award by sub-recipient does not in any way establish an agency relationship between the County (or the United States) and sub-recipient.
17. Protections for Whistleblowers.
  - a. In accordance with 41 U.S.C. § 4712, sub-recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - b. The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General
    - iii. The Government Accountability Office
    - iv. A Treasury employee responsible for contract or grant oversight or management
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of sub-recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
  - c. Sub-recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce

18. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), sub-recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
19. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), sub-recipient should encourage its employees, its sub-recipients (if any), and its contractors to adopt and enforce policies that ban text messaging while driving, and sub-recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

#### Certifications

The representative of the Entity submitting this Application certifies, represents and warrants as follows:

1. I am duly authorized by the Entity to submit this Application on its behalf.
2. I have read and understand this Application and the Grant Agreement that will be required if this Application is accepted (including, without limitation, the provisions of the Grant Agreement related to reporting, recoupment, and indemnification).
3. I understand that award of the grant is and will remain subject to the availability of funds to make the grant. The County is not and will not be obligated to fund the grant from any funds other than proceeds of the ARPA Grant that are actually received by the County.
4. No funds received from the Grant, if awarded, will be used to pay or reimburse any costs that have been (or will be) paid or reimbursed through another COVID-19 relief program (whether federal, state, county, local or non-governmental).
5. As part of this Application, I have provided the reports associated with the Entity's most recently completed independent audit (e.g. financial statements, management letter, "Yellow Book" report, and Single Audit (if applicable)) and that if the grant is awarded, the Entity will provide such reports each year through the closeout (as defined in 2 C.F.R. Section 200.344) of the grant
6. Notices to the Entity shall be in writing and addressed to [Entity CONTACT INFORMATION] and notices to the County shall be in writing and delivered to [Yakima County, 128 N 2nd Street, Yakima, WA 98901, Attention: Mr. Craig Warner, Finance Director], or to such other address as either party shall provide to the other in writing. The Applicant is responsible for notifying Yakima County for any changes to the contact information.
7. To the best of my knowledge, no person or entity involved in submitting this Application or that is expected to be involved in the grant or the project funded thereby (i) has been debarred, suspended or otherwise excluded from participation in federal or state assistance programs or activities or (ii) has violated or is currently the subject of any actual or threatened investigation or audit involving allegations of fraud, bribery, dishonesty, or any other action that bears upon the trustworthiness or responsibility of such person.
8. The Entity is registered with the System for Award Management ("SAM") and I confirm that the name of the Entity and the Data Universal Numbering System (DUNS) number provided with this Application are correct and consistent with the name and number appearing in the SAM. Furthermore, the Applicant will maintain an active SAM registration at all times it has an active federal award or application for federal award in process.
9. All information provided to the County in connection with this Application (including without limitation the information entered into the County's online portal) is true, accurate and complete in all material respects as of and on the date hereof.

I certify that I have read and understand the above agreement and am legally authorized to sign on the City or Town's behalf

Answer: Yes

Certified By: Karen Clifton

Certified Date: 9/11/2023 10:07:28 PM

# Application ARPA-1035

**Application Type \***

Support Public Health

**Funding Type \***

Reimbursement

**Project Name \***

Union Gap Library and Community Center

**Project Description (Max 1,500 characters) \***

The Library (west wing) is just over 2,000 sq. ft. and will feature a generous Children's Area with a reading corner, fun furnishings and mobile shelving to allow the flexibility to support a wide range of programs.

The Teen Area will house a connection bar for use of electronic devices as well as booth seating for study and team projects. A focal Check-Out (Circulation) Desk provides ease of access for patrons as well as full visibility for staff.

The Community Center (east wing) has been designed at roughly 2,000 sq. ft. and features a nice sized gathering space facing South for presentation and performances. A kitchen has been included to support "Meals on Wheels" and other community functions. The floor plan is rounded out with an office and support spaces.

## Support Public Health

**Subcategory: \***

1.12 Mental Health Services\*^

**Amount being requested: \***

\$400,000.00

**Does this project include a capital expenditure?**

No Yes

**Choose the total value of the capital expenditure, including pre-development costs**

Between 1 million and 10 million

**Type of Capital Expenditure**

New building construction - Library and Community Center facility

**Capital Expenditure Description**

Project consists of new construction of a community facility roughly 5,000 sq. ft. split between two functions; a Library and Community Center, with parking area, landscaping, water and sewer connections. The Library and Community Center share common primary components such as heating, air conditioning, electrical and plumbing systems.

The project will complete the library premises, including paint and carpet. The Yakima Valley Libraries District (District) will provide all shelving, book racks, tables, chairs, computers, etc. The Community Center will have a warming kitchen, refrigerator, sink, dishwasher, tables, chairs and television monitor.

**Capital Expenditure Justification**

The City used utility billings, with self-addressed envelopes, and mailed out 2219 surveys (512 businesses and 1,705 residents). Three hundred and twenty-two surveys were returned, and 85% of the returned surveys stated they would like to see Library services come back to Union Gap. The need for a library was legitimized during a City Referendum in 2019. Union Gap residents voted to increase property tax to annex into the Yakima Valley Regional Library District (District) three years ago.

**If this is evidence-based, please provide the dollar amount of the total project spending that is allocated towards evidence-based interventions: \***

\$0.00

**Is a program evaluation of the project being conducted?**

No Yes

**Number of workers enrolled in sectoral job training programs:**

—

**Number of workers completing sectoral job training programs:**

—

**Number of people participating in summer youth employment programs:**

—

**Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced \***

Facility reconnects the LMI community currently residents travel to visit a library. Community center will host events, public meetings and Senior Citizen Center. Centralizing senior services and library access increase social opportunity.

**Brief description of how a recipient’s response is related and reasonably and proportional to a public health or negative economic impact of COVID-19 \***

Provides for new Senior Center facility closer to participants' homes in an inviting, familiar setting offering programs to stay healthy and active. Union Gap School has direct access via sidewalk facilitating student access.

**Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)**

—

**Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)**

—

**What Impacted and/or Disproportionally Impacted population does this project primarily serve? \***

2 Imp Low or moderate income HHs or populations

**Sector of Employer**

**Certify: I have read the below information on evidence-based interventions and project demographic distribution. If my project has either denotation, I have included the requirements and the dollar amount of the total project spending that is allocated towards evidence-based interventions and/or project demographic distribution in the verbiage of the project description. \***

No Yes

[Evidence Based Interventions \(./../clad\\_evidencebased.png\)](#)

[Project Demographic Distribution \(./../clad\\_demographicdist.png\)](#)





## City Council Communication

**Meeting Date:** March 11, 2024  
**From:** Dennis Henne, Director of Public Works and Community Development  
**Topic/Issue:** Resolution – TwoEagles Sewer Payment Agreement

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**SYNOPSIS:** The purpose of this Agreement is to provide for payment by TwoEagles to the City for the project known as the South Broadway Area Sewer Extension (GSP Phase 3) - On-Site Public Improvements to be constructed by the City, which will serve and benefit property owned and to be developed by TwoEagles.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign a *TwoEagles Sewer Payment Agreement* for the South Broadway Area Sewer Extension (GSP Phase 3) - On-Site Public Improvements.

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

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. TwoEagles Sewer Payment Agreement

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

A **RESOLUTION** authorizing the City Manager to sign a *Sewer Extension Payment Agreement* with TwoEagles Properties, LLC.

**WHEREAS**, TwoEagles owns property within the City of Union Gap, in the area known as South Broadway and intends to develop this commercial property; and

**WHEREAS**, a necessary prerequisite to developing the TwoEagles Property is construction and installation of sanitary sewer to serve and benefit the TwoEagles Property; and

**WHEREAS**, a portion of the installation has already been completed by the City, with TwoEagles repaying the City for a portion of the costs pursuant to a previously entered Repayment Agreement; and

**WHEREAS**, remaining on-site improvements necessary to complete the Project, are estimated at \$1,233,950.57; and

**WHEREAS**, The City has \$334,553.13 remaining in grant funding from Yakima County from the Supporting Investment in Economic Diversification fund to fund the City's portion of the completion of the on-site improvements, and in addition will contribute \$47,723.44 towards on-site improvements to account for fifty percent (50%) of off-site cost overruns; and

**WHEREAS**, in consideration of the City's completion of the Project, TwoEagles has agreed to pay all remaining costs of the Project that exceed the City's grant funding amount and the amount due from the City in off-site cost overruns; and

**WHEREAS**, TwoEagles Properties, LLC, will pay to the City \$851,048.23 by check prior to or on the effective date of the Sewer Extension Payment Agreement;

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

The City Manager is authorized to sign a *Sewer Extension Payment Agreement* with TwoEagles Properties, LLC.

**PASSED** this 11<sup>th</sup> day of March, 2024.

\_\_\_\_\_  
John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Jessica Foltz, City Attorney

## SEWER EXTENSION PAYMENT AGREEMENT

1. **PARTIES:** This Agreement dated \_\_\_\_\_, 2024, is made and executed between the CITY OF UNION GAP, a Washington municipal corporation (hereinafter referred to as “City”), and TWOEAGLES PROPERTIES, LLC, a Washington limited liability company (hereinafter referred to as “TwoEagles”), and DEREK C. THOMPSON, a single man (hereinafter referred to as “Guarantor”).
  
2. **PURPOSE:** The purpose of this Agreement is to provide for payment by TwoEagles to the City for the project known as the South Broadway Area Sewer Extension (Gsp Phase 3) - On-Site Public Improvements to be constructed by the City which will serve and benefit property owned and to be developed by TwoEagles.
  
3. **RECITALS:**
  - A. TwoEagles is a limited liability company whose sole voting member and manager is Derek C. Thompson. Derek C. Thompson is a single man.
  
  - B. TwoEagles owns the following described property within the City, Yakima County, Washington, on the corner of South 16<sup>th</sup> Avenue and West Washington Avenue in the area known as South Broadway:

TRACTS 39 AND 40 OF THE PLAT OF SECTION 36, TOWNSHIP 13 NORTH, RANGE 18 EAST, WM., ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN VOLUME “E” OF PLATS, PAGE 36, RECORDS OF YAKIMA COUNTY, WASHINGTON;

EXCEPT ANY PART OF SAID TRACT 39 LYING WITHIN THE PLAT OF PORTER SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN VOLUME “M” OF PLATS, PAGE 18, RECORDS OF YAKIMA COUNTY, WASHINGTON;

AND EXCEPT ANY PART OF SAID TRACT 39 LYING WITHIN PARCELS A AND B OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT FILED FOR RECORD UNDER AUDITOR'S FILE NUMBER 7589471, RECORDS OF YAKIMA COUNTY, WASHINGTON;

AND EXCEPT THE WEST 150 FEET OF THE NORTH 290 FEET OF SAID TRACT 40;

AND EXCEPT RIGHT OF WAY DEEDED TO THE CITIES OF UNION GAP AND YAKIMA;

AND EXCEPT COMMENCING AT THE WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 13 NORTH, RANGE 18 EAST, W.M.; THENCE SOUTH 00°23'53" WEST ALONG THE WEST LINE OF SAID SECTION, 742.51 FEET; THENCE SOUTH 89°04'35" EAST 226.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°04'35" EAST 439.07 FEET TO THE WEST LINE OF PARCEL A OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT FILED FOR RECORD UNDER AUDITOR'S FILE NUMBER 7589471, RECORD OF YAKIMA COUNTY, WASHINGTON; THENCE SOUTH 00°28'47" WEST ALONG THE WEST LINE OF SAID BOUNDARY LINE ADJUSTMENT 282 FEET, MORE OR LESS, TO THE CENTERLINE OF WIDE HOLLOW CREEK, ALSO BEING THE SOUTH LINE OF SAID TRACTS 39 AND 40; THENCE WESTERLY AND NORTHERLY ALONG SAID CENTERLINE TO A POINT WHICH BEARS SOUTH 00°23'53" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 00°23'53" EAST 53 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; and

THE WEST 150 FEET OF THE NORTH 290 FEET OF TRACT 40, PLAT OF SECTION 36; TOWNSHIP 13 NORTH, RANGE 18, E.W.M., AS RECORDED IN VOLUME E OF PLATS, PAGE 36, RECORDS OF YAKIMA COUNTY, WASHINGTON.

EXCEPT THE PORTION CONVEYED TO CITY OF YAKIMA, A WASHINGTON MUNICIPAL CORPORATION AS RECORDED IN DEED UNDER RECORDING 7753713

SITUATED IN YAKIMA COUNTY, STATE OF WASHINGTON.

(Assessor's Parcel Nos. 181336-32013 and 181336-32003)

(hereinafter referred to as "TwoEagles Property").

- C. TwoEagles intends to develop the TwoEagles Property as commercial property.
- D. A necessary prerequisite to TwoEagles developing the TwoEagles Property is construction and installation of sanitary sewer to serve and benefit the TwoEagles Property (hereinafter referred to as "the Project"). Providing sewer to the Project entailed, in part, the extension of approximately 4,200 linear feet of gravity sewer from the vicinity of South 8<sup>th</sup> Avenue to the Project. That portion of the installation has been completed by the City, with TwoEagles repaying the City for a portion of the costs pursuant to a previously entered Repayment Agreement.
- E. Remaining on-site improvements necessary to complete the Project include the installation of approximately 1090 linear feet of domestic watermain, approximately 1030 linear feet

of 8-inch and 190 linear feet of 6-inch gravity sewer main, 800 linear feet 8-inch irrigation main, and approximately 1050 feet of new street improvements consisting of curb, gutter, sidewalk, illumination, and storm drainage facilities and related improvements. The cost of these on-site improvements is estimated at \$1,233,950.57.

- F. In consideration of the City's completion of the Project, which will serve and benefit the TwoEagles Property, TwoEagles has agreed to pay all costs of the Project that exceed the City's grant funding amount and the amount due from the City in off-site cost overruns. The City has \$334,553.13 remaining in grant funding from Yakima County, Washington (hereinafter referred to as "County") from the Supporting Investment in Economic Diversification fund (hereinafter referred to as "SIED") to fund the City's portion of the completion of the on-site Project. In addition, the City will contribute \$47,723.44 towards on-site improvements to account for fifty percent (50%) of off-site cost overruns. This leaves a total of \$851,048.23 needing to fund the Project.
- G. TwoEagles has agreed to pay \$851,048.23 to the City on or before the effective date of this agreement. The City will deposit the money into the 124 Infrastructure Reserve Fund, and use it to pay for completion of the Project as invoices from the contractor are received. The City will provide TwoEagles with copies of all receipts for invoices paid in regard to the Project.
- H. Given that change orders can significantly impact project scope, quality, cost, and schedule, a unified process for managing change order communications is necessary. The change order negotiation process will involve both parties discussing and agreeing on the cost and schedule implications of any proposed change orders. TwoEagles and the City shall establish authorized representatives that must sign each change order prior to execution to ensure mutual agreement and understanding. In the event of a project change order requested by TwoEagles, TwoEagles shall pay the full cost of the change order in addition to other elements of this agreement. In the event of a project change order requested by City, City shall pay the full cost of the change order in addition to other elements of this agreement. Both Parties shall have the option of changing the scope of the project to reduce costs or by agreeing to such extra costs.
- I. By action of the City's Council, the City has approved this Agreement and authorized the City Manager to execute it for and on behalf of the City.

4. **AGREEMENT:**

- A. **Incorporation of Recitals.** The facts contained in Section 3, "RECITALS" of this Agreement are accurate and incorporated herein.

- B. **Representations and Warranties.** TwoEagles and Guarantor hereby represent and warrant as follows:
- (1) **Organization:** TwoEagles is a limited liability company which is, and at all times shall be, duly organized, validly existing and in good standing under and by virtue of the laws of the State of Washington.
  - (2) **Authorization.** TwoEagles' and Guarantor's execution, delivery, and performance of this Agreement and all documents to be executed by them have been duly authorized by all necessary action by TwoEagles and Guarantor and do not conflict with, result in any violation of, or constitute a default under any provision of TwoEagles' articles or agreements related to the limited liability company, any agreement or other instrument binding upon TwoEagles or Guarantor, or any law, government regulation, court decree, or other order applicable to TwoEagles or Guarantor or to their properties.
  - (3) **Legal Effect.** This Agreement and any instrument or agreement TwoEagles or Guarantor are required to give under this Agreement when delivered will constitute legal, valid and binding obligations of TwoEagles and/or Guarantor enforceable against TwoEagles and/or Guarantor in accordance with the respective terms of this Agreement and any other instruments or agreement required herein.
  - (4) **Binding Effect.** This Agreement is binding upon the signors thereof as well as upon their successors, representatives and assignees, and are legally enforceable in accordance with their respective terms.
- C. **Payment.** TwoEagles shall pay to the City \$851,048.23 by check on or before the effective date of this agreement.
- D. **City's Expenditures.** TwoEagles shall reimburse the City for any overruns or other expenses related to the Project that exceed the amount of the City's grant funds and the payment by TwoEagles detailed above. The City will invoice TwoEagles for these expenses as they are incurred. All such expenditures incurred that are paid by the City for such purposes shall bear interest at the Local Government Investment Pool (LGIP) Rate starting fourteen days (14) after the date the invoice is sent to TwoEagles by the City to the date of repayment by the TwoEagles or Guarantor. All such expenses will become a part of the indebtedness, and, as part of the indebtedness by TwoEagles to the City and will be payable upon demand.

- G. **Default.** TwoEagles failure to make timely payment of the initial deposit of \$851,048.23 by the effective date of this agreement or failing to make payments for expenditures described above upon demand will constitute a default of this agreement.
- H. **Effect of an Event of Default.** If an event of default shall occur, except where otherwise provided in this Agreement, all amounts owed by the TwoEagles and Guarantor to the City will become due and payable, all without notice of any kind to TwoEagles or Guarantor. In addition, the City shall have all rights and remedies available at law, in equity, or otherwise, except as may be prohibited by applicable law. All of the City's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by the City to pursue any remedies shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of TwoEagles shall not affect the City's right to declare a default and to exercise its rights and remedies.
- I. **Governing Law and Venue.** All questions related to this Agreement shall be resolved under the laws of the State of Washington. In the event that any of the Parties deems it necessary to institute legal action arising from this Agreement, such action shall be instituted in Yakima County Superior Court.
- J. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid or enforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified it shall be considered deleted from this Agreement. Unless otherwise provided by law, the illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.
- K. **Successors and Assigns.** All covenants and agreements by or on behalf of TwoEagles and Guarantor contained in this Agreement, the Promissory Note, Guaranty or Deed of Trust shall bind the TwoEagles' and Guarantor's successors and assigns and shall inure to the benefit of the City and its successors and assigns. TwoEagles shall not, however, have the right to assign TwoEagles' rights under this Agreement or any interest herein, without the prior written consent of the City.
- L. **Survival of Representations and Warranties.** TwoEagles and Guarantor understand and agree that in entering into this Agreement, the City is relying on all representations, warranties, and covenants made by TwoEagles and Guarantor under this Agreement or in any certificate or other instrument delivered by the TwoEagles or Guarantor to the City under this Agreement, the Promissory Note, Guaranty or Deed of Trust. TwoEagles and Guarantor further agree that regardless of any investigation made by the City, all such

representations, warranties and covenants shall survive the execution of this Agreement and delivery to the City of the Promissory Note, Guaranty and Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as all amounts due to the City under this Agreement and the Promissory Note, Guaranty and Deed of Trust have been paid in full.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year last written below.

CITY OF UNION GAP

TWOEAGLES PROPERTIES, LLC, a  
Washington limited liability company

\_\_\_\_\_  
SHARON BOUNDS, City Manager

By: \_\_\_\_\_  
Derek C. Thompson, Member/Manager

Attest:

\_\_\_\_\_  
KAREN CLIFTON, City Clerk

Approved as to Form:

\_\_\_\_\_  
Jessica Foltz, City Attorney

\_\_\_\_\_  
DEREK C. THOMPSON, Individually/Guarantor





the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public in and for the State of Washington. *←print name*  
Residing at: \_\_\_\_\_, Washington  
My appointment expires \_\_\_\_\_.



## City Council Communication

**Meeting Date:** March 11, 2024  
**From:** Dennis Henne, Director of PW & Community Development  
**Topic/Issue:** Award of Bid – South Broadway Area Sewer Extension (GSP Ph 3) - On-Site Public Improvements

---

**SYNOPSIS:** On February 13, 2024 a bid opening was held in the City Council Chambers for the South Broadway Area Sewer Extension (GSP Ph 3) On-Site Public Improvements project.

Nine (9) bids were received; with the low bid of \$1,055,420.57 being offered by Mass X Construction, LLC of Ellensburg, WA.

This low bid is approximately 25% below the Engineer's Estimate of \$1,413,930.93. Documents have been reviewed and checked by HLA with a recommendation to award a construction contract to Mass X Construction, LLC of Ellensburg, WA.

**RECOMMENDATION:** Motion to accept the most qualified, lowest responsible bidder for the South Broadway Area Sewer Extension (GSP Ph 3) On-Site Public Improvements – Mass X Construction, LLC of Ellensburg, WA in the amount of \$1,055,420.57.

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

**FINANCIAL REVIEW:**

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. HLA Engineering and Land Surveying Inc. "Recommendation of Award" letter  
2. Bid Summary



February 19, 2024

City of Union Gap  
102 West Ahtanum Road  
P.O. Box 3008  
Union Gap, WA 98903

Attn: Dennis Henne, Director of Public Works & Community Development

Re: City of Union Gap  
South Broadway Area Sewer Extension (GSP Phase 3) – On-Site Public Improvements  
HLA Project No.: 20058B  
Recommendation of Award

Dear Mr. Henne:

The bid opening for the above referenced project was held at Union Gap City Hall at 10:00 a.m. on Tuesday, February 13, 2024. A total of nine (9) bids were received with the low bid of \$1,055,420.57, being offered by Mass X Construction, LLC, of Ellensburg, WA. This low bid is approximately twenty-five (25) percent below the Engineer's Estimate of \$1,413,930.93.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Union Gap award a construction contract to Mass X Construction, LLC., in the amount of \$1,055,420.57. Please send us a copy of the City of Union Gap Council meeting minutes authorizing award of this project.

Enclosed please find the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

  
Michael Uhlman  
2024.02.19 09:14:26-08'00'

Michael D. Uhlman, PE

MDU/jld

Enclosures

Copy: David Dominguez – City of Union Gap  
Marla Meza, Taylor Denny, Angie Ringer – HLA

BID SUMMARY										BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
Owner: City of Union Gap Project: South Broadway Area Sewer Extension (GSP Phase 3) - On-Site Public Improvements HLA Project No.: 20058 Bid Opening Date: February 13, 2024										Mass X Construction, LLC P.O. Box 1205 Ellensburg, WA 98926		Midway Underground, LLC P.O. Box 1107 Toledo, WA 98591		Ascent Foundation & More, LLC 106 N. Peach Ave, Ste. C Cle Elum, WA 98922	
ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3				
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT			
1	A	Minor Change	Est.	FA	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00			
2	A	Mobilization	---	LS	\$ 74,000.00	\$ 74,000.00	\$ 44,920.00	\$ 44,920.00	\$ 80,000.00	\$ 80,000.00	\$ 52,886.95	\$ 52,886.95			
3	A	Project Temporary Traffic Control	---	LS	\$ 20,000.00	\$ 20,000.00	\$ 15,734.00	\$ 15,734.00	\$ 48,520.00	\$ 48,520.00	\$ 10,960.53	\$ 10,960.53			
4	A	Clearing and Grubbing	---	LS	\$ 20,000.00	\$ 20,000.00	\$ 8,155.00	\$ 8,155.00	\$ 1,860.00	\$ 1,860.00	\$ 2,633.05	\$ 2,633.05			
5	A	Removal of Structure and Obstructions	---	LS	\$ 15,000.00	\$ 15,000.00	\$ 8,683.00	\$ 8,683.00	\$ 5,600.00	\$ 5,600.00	\$ 4,456.99	\$ 4,456.99			
6	A	Decommissioning Wells	---	LS	\$ 5,000.00	\$ 5,000.00	\$ 10,500.00	\$ 10,500.00	\$ 12,750.00	\$ 12,750.00	\$ 12,300.00	\$ 12,300.00			
7	A	Unclassified Excavation Incl. Haul	1,150	CY	\$ 35.00	\$ 40,250.00	\$ 38.00	\$ 43,700.00	\$ 21.25	\$ 24,437.50	\$ 18.43	\$ 21,194.50			
8	A	Crushed Surfacing Base Course	2,570	TON	\$ 50.00	\$ 128,500.00	\$ 29.00	\$ 74,530.00	\$ 28.50	\$ 73,245.00	\$ 42.89	\$ 110,227.30			
9	A	HMA CI. 3/8-Inch PG 64H-28	690	TON	\$ 150.00	\$ 103,500.00	\$ 132.00	\$ 91,080.00	\$ 169.00	\$ 116,610.00	\$ 158.57	\$ 109,413.30			
10	A	HMA CI. 1/2-Inch PG 64H-28	175	TON	\$ 150.00	\$ 26,250.00	\$ 127.00	\$ 22,225.00	\$ 242.00	\$ 42,350.00	\$ 170.79	\$ 29,888.25			
11	A	Storm Sewer Pipe 12 In. Diam.	120	LF	\$ 90.00	\$ 10,800.00	\$ 44.00	\$ 5,280.00	\$ 70.00	\$ 8,400.00	\$ 117.54	\$ 14,104.80			
12	A	Underdrain Pipe Infiltration Trench System 12 In. Diam.	170	LF	\$ 150.00	\$ 25,500.00	\$ 93.00	\$ 15,810.00	\$ 168.00	\$ 28,560.00	\$ 167.89	\$ 28,541.30			
13	A	Catch Basin Type 1	5	EA	\$ 2,200.00	\$ 11,000.00	\$ 2,395.00	\$ 11,975.00	\$ 2,730.00	\$ 13,650.00	\$ 1,688.90	\$ 8,444.50			
14	A	Catch Basin Type 2 48 In. Diam.	3	EA	\$ 4,000.00	\$ 12,000.00	\$ 3,206.00	\$ 9,618.00	\$ 4,280.00	\$ 12,840.00	\$ 3,925.76	\$ 11,777.28			
15	A	Drainage Cleanout 8 In. Diam.	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 1,039.00	\$ 3,117.00	\$ 1,230.00	\$ 3,690.00	\$ 1.00	\$ 3.00			
16	A	Adjust Manhole	1	EA	\$ 900.00	\$ 900.00	\$ 368.00	\$ 368.00	\$ 340.00	\$ 340.00	\$ 190.75	\$ 190.75			
17	A	Shoring or Extra Excavation	290	LF	\$ 2.00	\$ 580.00	\$ 1.00	\$ 290.00	\$ 5.80	\$ 1,682.00	\$ 1.00	\$ 290.00			
18	A	Select Backfill, as Directed	30	CY	\$ 50.00	\$ 1,500.00	\$ 63.00	\$ 1,890.00	\$ 46.00	\$ 1,380.00	\$ 60.88	\$ 1,826.40			
19	A	Adjust Valve Box	2	EA	\$ 900.00	\$ 1,800.00	\$ 220.00	\$ 440.00	\$ 229.00	\$ 458.00	\$ 191.48	\$ 382.96			
20	A	ESC Lead	10	DAY	\$ 75.00	\$ 750.00	\$ 144.00	\$ 1,440.00	\$ 202.00	\$ 2,020.00	\$ 249.72	\$ 2,497.20			
21	A	Erosion/Water Pollution Control	Est.	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00			
22	A	Inlet Protection	7	EA	\$ 100.00	\$ 700.00	\$ 31.00	\$ 217.00	\$ 104.00	\$ 728.00	\$ 184.50	\$ 1,291.50			
23	A	Landscape Restoration	Est.	FA	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00			
24	A	Cement Conc. Traffic Curb and Gutter	2,130	LF	\$ 30.00	\$ 63,900.00	\$ 23.00	\$ 48,990.00	\$ 21.25	\$ 45,282.50	\$ 24.09	\$ 51,311.70			
25	A	Commercial Driveway Approach	7	EA	\$ 10,000.00	\$ 70,000.00	\$ 4,792.00	\$ 33,544.00	\$ 6,690.00	\$ 46,830.00	\$ 5,992.66	\$ 41,948.62			
26	A	Monument Case and Cover	8	EA	\$ 750.00	\$ 6,000.00	\$ 394.00	\$ 3,152.00	\$ 530.00	\$ 4,240.00	\$ 405.04	\$ 3,240.32			
27	A	Cement Conc. Sidewalk 4-Inch Thick	960	SY	\$ 75.00	\$ 72,000.00	\$ 62.00	\$ 59,520.00	\$ 60.50	\$ 58,080.00	\$ 71.26	\$ 68,409.60			
28	A	Cement Conc. Curb Ramp	18	EA	\$ 3,000.00	\$ 54,000.00	\$ 2,350.00	\$ 42,300.00	\$ 490.00	\$ 8,820.00	\$ 2,658.41	\$ 47,851.38			
29	A	Illumination System, Complete	---	LS	\$ 70,000.00	\$ 70,000.00	\$ 85,466.00	\$ 85,466.00	\$ 68,350.00	\$ 68,350.00	\$ 70,000.00	\$ 70,000.00			
30	A	Relocate Light Pole and Base, Complete	---	LS	\$ 4,000.00	\$ 4,000.00	\$ 2,324.00	\$ 2,324.00	\$ 4,960.00	\$ 4,960.00	\$ 6,000.00	\$ 6,000.00			
31	A	Permanent Signing	---	LS	\$ 7,500.00	\$ 7,500.00	\$ 4,053.00	\$ 4,053.00	\$ 3,330.00	\$ 3,330.00	\$ 5,000.00	\$ 5,000.00			
32	A	Pavement Markings	---	LS	\$ 15,000.00	\$ 15,000.00	\$ 9,072.00	\$ 9,072.00	\$ 10,430.00	\$ 10,430.00	\$ 11,854.68	\$ 11,854.68			
33	A	Controlled Density Fill	50	CY	\$ 150.00	\$ 7,500.00	\$ 253.00	\$ 12,650.00	\$ 233.00	\$ 11,650.00	\$ 218.50	\$ 10,925.00			
34	B	Minor Change	Est.	FA	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00			
35	B	Project Temporary Traffic Control	---	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,479.00	\$ 1,479.00	\$ 7,280.00	\$ 7,280.00	\$ 2,000.00	\$ 2,000.00			
36	B	Shoring or Extra Excavation	955	LF	\$ 1.00	\$ 955.00	\$ 1.00	\$ 955.00	\$ 1.70	\$ 1,623.50	\$ 1.00	\$ 955.00			
37	B	Select Backfill, as Directed	155	CY	\$ 50.00	\$ 7,750.00	\$ 76.00	\$ 11,780.00	\$ 46.00	\$ 7,130.00	\$ 60.88	\$ 9,436.40			
38	B	Abandon Water Pipe	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 710.00	\$ 710.00	\$ 3,000.00	\$ 3,000.00	\$ 774.20	\$ 774.20			
39	B	Ductile Iron Pipe for Water Main 12 In. Diam.	645	LF	\$ 120.00	\$ 77,400.00	\$ 116.00	\$ 74,820.00	\$ 147.00	\$ 94,815.00	\$ 188.16	\$ 121,363.20			
40	B	Ductile Iron Pipe for Water Main 6 In. Diam.	310	LF	\$ 90.00	\$ 27,900.00	\$ 50.00	\$ 15,500.00	\$ 79.00	\$ 24,490.00	\$ 103.17	\$ 31,982.70			
41	B	Butterfly Valve 12 In.	4	EA	\$ 4,500.00	\$ 18,000.00	\$ 5,431.00	\$ 21,724.00	\$ 4,710.00	\$ 18,840.00	\$ 3,577.23	\$ 14,308.92			
42	B	Gate Valve 6 In.	12	EA	\$ 4,000.00	\$ 48,000.00	\$ 2,236.00	\$ 26,832.00	\$ 2,700.00	\$ 32,400.00	\$ 1,446.40	\$ 17,356.80			
43	B	Gate Valve 2 In.	8	EA	\$ 4,500.00	\$ 36,000.00	\$ 1,225.00	\$ 9,800.00	\$ 1,820.00	\$ 14,560.00	\$ 1,345.50	\$ 10,764.00			
44	B	Hydrant Assembly	4	EA	\$ 8,500.00	\$ 34,000.00	\$ 7,727.00	\$ 30,908.00	\$ 9,360.00	\$ 37,440.00	\$ 7,726.43	\$ 30,905.72			
45	B	Service Connection 2 In. Diam.	8	EA	\$ 2,500.00	\$ 20,000.00	\$ 5,745.00	\$ 45,960.00	\$ 5,360.00	\$ 42,880.00	\$ 4,590.62	\$ 36,724.96			

**BID SUMMARY**

Owner: City of Union Gap  
 Project: South Broadway Area Sewer Extension (GSP Phase 3) - On-Site Public Improvements  
 HLA Project No.: 20058  
 Bid Opening Date: February 13, 2024

ITEM NO.	SCH.	DESCRIPTION	QTY.	UNIT	ENGINEER'S ESTIMATE		BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
46	C	Minor Change	Est.	FA	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
47	C	Manhole 48 In. Diam. Type 1	5	EA	\$ 5,000.00	\$ 25,000.00	\$ 2,481.00	\$ 12,405.00	\$ 4,210.00	\$ 21,050.00	\$ 3,571.53	\$ 17,857.65
48	C	Shoring or Extra Excavation	1,235	LF	\$ 1.00	\$ 1,235.00	\$ 1.00	\$ 1,235.00	\$ 1.70	\$ 2,099.50	\$ 1.18	\$ 1,457.30
49	C	Select Backfill, as Directed	140	CY	\$ 60.00	\$ 8,400.00	\$ 51.00	\$ 7,140.00	\$ 46.00	\$ 6,440.00	\$ 42.23	\$ 5,912.20
50	C	PVC Sanitary Sewer Pipe 6 In. Diam.	205	LF	\$ 100.00	\$ 20,500.00	\$ 31.00	\$ 6,355.00	\$ 77.00	\$ 15,785.00	\$ 57.25	\$ 11,736.25
51	C	PVC Sanitary Sewer Pipe 8 In. Diam.	1,030	LF	\$ 95.00	\$ 97,850.00	\$ 27.00	\$ 27,810.00	\$ 51.00	\$ 52,530.00	\$ 84.38	\$ 86,911.40
52	C	Landscape Restoration	Est.	FA	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
53	D	Minor Change	Est.	FA	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
54	D	Pipe for Irrigation Main 8 In. Diam.	825	LF	\$ 55.00	\$ 45,375.00	\$ 38.00	\$ 31,350.00	\$ 50.50	\$ 41,662.50	\$ 44.84	\$ 36,993.00
<b>SCHEDULE A - TOTAL</b>						\$ 890,930.00		\$ 691,043.00		\$ 761,073.00		\$ 759,851.86
<b>Schedule B Bid Subtotal</b>						\$ 277,505.00		\$ 242,968.00		\$ 286,958.50		\$ 279,071.90
<b>8.2% Sales Tax - Schedule B</b>						\$ 22,755.41		\$ 19,923.38		\$ 23,530.60		\$ 22,883.90
<b>SCHEDULE B - TOTAL</b>						\$ 300,260.41		\$ 262,891.38		\$ 310,489.10		\$ 301,955.80
<b>Schedule C Bid Subtotal</b>						\$ 157,985.00		\$ 59,945.00		\$ 102,904.50		\$ 128,874.80
<b>8.2% Sales Tax - Schedule C</b>						\$ 12,954.77		\$ 4,915.49		\$ 8,438.17		\$ 10,567.73
<b>SCHEDULE C - TOTAL</b>						\$ 170,939.77		\$ 64,860.49		\$ 111,342.67		\$ 139,442.53
<b>Schedule D Bid Subtotal</b>						\$ 47,875.00		\$ 33,850.00		\$ 44,162.50		\$ 39,493.00
<b>8.2% Sales Tax - Schedule D</b>						\$ 3,925.75		\$ 2,775.70		\$ 3,621.33		\$ 3,238.43
<b>SCHEDULE D - TOTAL</b>						\$ 51,800.75		\$ 36,625.70		\$ 47,783.83		\$ 42,731.43
<b>BID TOTAL</b>						\$ 1,413,930.93		\$ 1,055,420.57		\$ 1,230,688.59		\$ 1,243,981.62

ENGINEER'S REPORT		ADDITIONAL BID TOTALS	
Competitive bids were opened February 13, 2024. All bids have been reviewed by this office.		BIDDER	
We recommend the contract be awarded to: Mass X Construction, LLC.		Bidder Name	
Michael Uhlman 2024.02.13 16:54:08-08'00' Date Project Engineer		Interwest Construction, Inc. \$ 1,247,175.00 TTC Construction, Inc. \$ 1,253,799.94 Granite Construction Company \$ 1,297,245.54 Selland Construction, Inc. \$ 1,468,608.29 Belsaas & Smith Construction, Inc. \$ 1,525,311.48 Tri-Valley Construction, Inc. Non Responsive	
*Bid results can be found at: hla.civil.com		*Highlighted amounts have been corrected.	



# **CONSENT AGENDA**

**UNION GAP CITY COUNCIL REGULAR MEETING**  
**UNION GAP COUNCIL CHAMBERS**  
**Union Gap, Washington**  
**February 26, 2024, 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 Sewell, Wentz, Galloway, Schilling, and Dailey were present.
<u>Staff Present</u>	City Manager Bounds, City Attorney Foltz, Police Chief Cobb, Fire Chief Markham, Public Works and Community Director Henne, Civil Engineer Dominguez, and Finance & Administration Director Clifton were present.
<u>Audience Present</u>	See attached list.
<u>Pledge of Allegiance</u>	Council Member Dailey led the pledge of allegiance.
<u>Consent Agenda</u>	Motion by Council Member Wentz, second by Council Member Galloway to approve the consent agenda as follows:  Regular Council Meeting Minutes, dated February 12, 2024, as attached to the Agenda and maintained in electronic format.  Claims Vouchers – EFT’s, and Voucher No. 107974 through 108039 for February 26, 2024, in the amount of \$967,934.98.
<u>General Items</u>	Motion carried unanimously.
<u>Presentation</u>	
Yakima Valley Tourism Annual Report	Jennifer Martinkus, Yakima Valley Tourism, presented a copy of the 2023 Annual Report giving some highlights such as increasing page use over 75% from the previous year, which increases the number of people visiting the Yakima Valley, helping generate \$385 million dollars in Yakima County and \$38 million dollars in state and local tax revenues.
<u>Public Works &amp; Community Development</u>	
Resolution No. – 24-19 – The	Motion by Council Member Wentz, second by Council Member



*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – February 26, 2024*

Region VIII Education Service Center; TIPS Membership Contract Sewell to approve Resolution No. – 24-19 – authorizing the City Manager to sign The Interlocal Purchasing System (TIPS) membership contract with The Region VIII Education Service Center. Motion carried unanimously.

Resolution No. – 24-20 – BNSF Railway Company – Preliminary Services Agreement No. BF-20446674 – Regional Beltway Connector Project Motion by Council Member Wentz, second by Council Member Galloway to approve Resolution No. – 24-20 – authorizing the City Manager to sign a Preliminary Engineering Services Agreement (BNSF File No. BF-20446674) with BNSF Railway Company.

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

City Manager

Resolution No. – 24-21 – Amending Section 7.2 of the Personnel Policies Handbook Motion by Council Member Wentz, second by Council Member Dailey to approve Resolution No. – 24-21 amending the Personnel Policies Handbook section 7.2 relating to “Vacation.”. Motion carried unanimously.

Councilmember Selection Process and Interviews City Manager Bounds stated that the City recently advertised for a vacant Council Position, and received four applications. The interview & selection process will follow, and explained the process that needed to be applied during that time.

Committee Reports

Council Member Dailey stated that she attended the Greenway Arboretum Committee meeting, have new Board Members, saying goodbye to previous board Members who have all done a wonderful job trying to improve the community as another way to invite travellers to the walkway. They will be improving the 16<sup>th</sup> avenue area, and she is proud of this committee and are a great asset to Yakima Valley/

Mayor Hodkinson stated that there was a Council of Governments meeting today, needing to elect new Board Members for the Chair and Vice Chair. James Restucci was elected to be the Chair, and Mayor Hodkinson to be the Vice Chair.

Items from the Audience None.

City Manager Report None.

Communications/Questions/Comments None.

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – February 26, 2024*

<u>Interview of Potential Council Member</u>	Numbers were drawn to establish in which order candidates would be interviewed, then Council Members each asked a question from a pre-drafted list of questions, allowing each individual to respond to the same questions.
<u>Recess to 10 Minute Executive Session</u>	At 6:54 p.m., Mayor Hodkinson adjourned to a 10 Minute Executive Session to evaluate the qualifications of a candidate for appointment to elective office, per RCW 42.30.110 (h); and the Council may be taking action after the executive session. Council Members, City Manager and the City Attorney attended. At 7:04 p.m., Mayor Hodkinson extended the executive session an additional 10 minutes.
<u>Reconvened Meeting</u>	Mayor Hodkinson reconvened the regular meeting at 7:14 p.m.
<u>Selection of Council Member</u>	<p>Motion by Council Member Wentz, second by Council Member Galloway to appoint Maira Gonzalez to the vacancy of the City of Union Gap Council. Motion by Council Member Dailey to nominate Imelda Vargas, second by Council Member Schilling.</p> <p>Voting on motion to appoint Maira Gonzalez – Ayes – Sewell, Wentz, Galloway, and Hodkinson. Nays – Schilling, and Dailey. Motion passes.</p> <p>Mayor Hodkinson welcomed Maira Gonzalez to the Council, and stated that she would be sworn in at the next Council meeting.</p>
<u>Development of next Agenda</u>	None.
<u>Adjournment of Meeting</u>	Mayor Hodkinson adjourned the regular meeting at 7:18 p.m.

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Sharon Bounds, City Manager

ATTEST:

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Karen Clifton, City Clerk





## City Council Communication

**Meeting Date:** March 11, 2024  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Payroll Vouchers – February, 2024

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**SYNOPSIS:** Payroll Vouchers for the month of February, 2024

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 108109 through 108116, in the amount of \$469,039.44.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Payroll Voucher Register

# WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:53:29 Date: 03/06/2024

01/01/2024 To: 03/31/2024

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1359	03/08/2024	Payroll	2	EFT	JESUS U ADAME RANGEL	3,676.86	February 2024 Payroll
1360	03/08/2024	Payroll	2	EFT	LYNETTE BISCONER	5,948.12	February 2024 Payroll
1361	03/08/2024	Payroll	2	EFT	RYAN L BONSEN	5,655.56	February 2024 Payroll
1362	03/08/2024	Payroll	2	EFT	SHARON R BOUNDS	9,639.33	February 2024 Payroll
1363	03/08/2024	Payroll	2	EFT	JABAN R BROWNELL	6,555.77	February 2024 Payroll
1364	03/08/2024	Payroll	2	EFT	ANTHONY T BRYANT	3,244.60	February 2024 Payroll
1365	03/08/2024	Payroll	2	EFT	CRAIG G BUNTING	6,004.41	February 2024 Payroll
1366	03/08/2024	Payroll	2	EFT	JASON G CAVANAUGH	5,823.93	February 2024 Payroll
1367	03/08/2024	Payroll	2	EFT	NEREDIHT E CHAVEZ	702.88	February 2024 Payroll
1368	03/08/2024	Payroll	2	EFT	KAREN CLIFTON	5,844.53	February 2024 Payroll
1369	03/08/2024	Payroll	2	EFT	GREGORY COBB	7,126.18	February 2024 Payroll
1370	03/08/2024	Payroll	2	EFT	BRENT E CORT	3,325.28	February 2024 Payroll
1371	03/08/2024	Payroll	2	EFT	CHRIS DAHL	4,439.42	February 2024 Payroll
1372	03/08/2024	Payroll	2	EFT	SANDY L DAILEY	540.67	February 2024 Payroll
1373	03/08/2024	Payroll	2	EFT	DAVID DOMINGUEZ	7,088.28	February 2024 Payroll
1374	03/08/2024	Payroll	2	EFT	DYLAN C EAGY	2,411.13	February 2024 Payroll
1375	03/08/2024	Payroll	2	EFT	TRAVIS FISCUS	3,618.18	February 2024 Payroll
1376	03/08/2024	Payroll	2	EFT	CHRISTOPHER J FIX	5,130.23	February 2024 Payroll
1377	03/08/2024	Payroll	2	EFT	JACK L GALLOWAY	540.67	February 2024 Payroll
1378	03/08/2024	Payroll	2	EFT	BANEZA GONZALEZ NUNEZ	2,135.06	February 2024 Payroll
1379	03/08/2024	Payroll	2	EFT	DENNIS HENNE	7,047.53	February 2024 Payroll
1380	03/08/2024	Payroll	2	EFT	JOHN P HODKINSON JR	540.67	February 2024 Payroll
1381	03/08/2024	Payroll	2	EFT	AMBER M HOYT	4,283.64	February 2024 Payroll
1382	03/08/2024	Payroll	2	EFT	STEPHANIE L HUBERT	3,969.68	February 2024 Payroll
1383	03/08/2024	Payroll	2	EFT	RUDY M JIMENEZ	4,064.75	February 2024 Payroll
1384	03/08/2024	Payroll	2	EFT	ALBA L LEVESQUE	6,061.35	February 2024 Payroll
1385	03/08/2024	Payroll	2	EFT	JO LINDER	3,388.70	February 2024 Payroll
1386	03/08/2024	Payroll	2	EFT	TERESA LOPEZ	4,811.85	February 2024 Payroll
1387	03/08/2024	Payroll	2	EFT	LAURIE ANN MARTINEZ	2,706.55	February 2024 Payroll
1388	03/08/2024	Payroll	2	EFT	VALENTINA MARTINEZ	3,285.51	February 2024 Payroll
1389	03/08/2024	Payroll	2	EFT	HOWARD L MASON	3,564.76	February 2024 Payroll
1390	03/08/2024	Payroll	2	EFT	STACEY J MCKINLEY	4,506.62	February 2024 Payroll
1391	03/08/2024	Payroll	2	EFT	KYLAR MCPHERSON	5,320.47	February 2024 Payroll
1392	03/08/2024	Payroll	2	EFT	ROBERT MCRAE	4,158.23	February 2024 Payroll
1393	03/08/2024	Payroll	2	EFT	MICHAEL R NORTH	5,209.25	February 2024 Payroll
1394	03/08/2024	Payroll	2	EFT	SERGIO E OCHOA	4,565.25	February 2024 Payroll
1395	03/08/2024	Payroll	2	EFT	REBECCA R PINA	3,370.49	February 2024 Payroll
1396	03/08/2024	Payroll	2	EFT	PAUL K SANDERS	4,921.93	February 2024 Payroll
1397	03/08/2024	Payroll	2	EFT	CURTIS J SANTUCCI	5,679.41	February 2024 Payroll
1398	03/08/2024	Payroll	2	EFT	JULIE SCHILLING	543.67	February 2024 Payroll
1399	03/08/2024	Payroll	2	EFT	GREGORY A SEWELL	540.67	February 2024 Payroll
1400	03/08/2024	Payroll	2	EFT	COLEMAN D SHOGREN	5,140.76	February 2024 Payroll
1401	03/08/2024	Payroll	2	EFT	SEAN C SNYDER	3,563.66	February 2024 Payroll
1402	03/08/2024	Payroll	2	EFT	ROBERT A SPENCER	2,576.74	February 2024 Payroll
1403	03/08/2024	Payroll	2	EFT	AMANDA L TOWLE	4,663.42	February 2024 Payroll
1404	03/08/2024	Payroll	2	EFT	ERIC B TURLEY	4,832.93	February 2024 Payroll
1405	03/08/2024	Payroll	2	EFT	JENNY V VALLE	3,566.60	February 2024 Payroll
1406	03/08/2024	Payroll	2	EFT	CHAD VANOVER	4,795.78	February 2024 Payroll
1407	03/08/2024	Payroll	2	EFT	GLORIA A WALTMAN	3,670.21	February 2024 Payroll
1408	03/08/2024	Payroll	2	EFT	TERRYL D WAY	6,047.90	February 2024 Payroll
1409	03/08/2024	Payroll	2	EFT	ROGER E WENTZ	533.67	February 2024 Payroll
1411	03/08/2024	Payroll	2	EFT	AFLAC	199.86	Pay Cycle(s) 03/01/2024 To 03/31/2024 - AFLAC; Pay Cycle(s) 03/01/2024 To 03/31/2024 - AFLAC Pre Tax

# WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:53:29 Date: 03/06/2024

01/01/2024 To: 03/31/2024

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1412	03/08/2024	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	96,861.30	LEOFF 1 RETIREE MEDICAL BENEFITS - 02/2024; Pay Cycle(s) 03/01/2024 To 03/31/2024 - Medical
1413	03/08/2024	Payroll	2	EFT	INTERNAL REVENUE SERVICE	79,369.76	941 Deposit for Pay Cycle(s) 03/01/2024 - 03/31/2024
1414	03/08/2024	Payroll	2	EFT	MISSION SQUARE RETIREMENT #302189 ROTH	6,568.79	Pay Cycle(s) 03/01/2024 To 03/31/2024 - ROTH - Catch-up; Pay Cycle(s) 03/01/2024 To 03/31/2024 - 457 ROTH; Pay Cycle(s) 03/01/2024 To 03/31/2024 - Pre Ret Catch-up
1415	03/08/2024	Payroll	2	EFT	MISSION SQUARE RETIREMENT #302189	13,041.26	Pay Cycle(s) 03/01/2024 To 03/31/2024 - Retirement Trust
1416	03/08/2024	Payroll	2	EFT	WA STATE DEPT OF SOCIAL	617.00	Pay Cycle(s) 03/01/2024 To 03/31/2024 - WSDCS
1417	03/08/2024	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT- LTC	854.79	Pay Cycle(s) 03/01/2024 To 03/31/2024 - LTC
1418	03/08/2024	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT-PFML	2,419.66	Pay Cycle(s) 03/01/2024 To 03/31/2024 - WPFML
1419	03/08/2024	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	18,775.46	Pay Cycle(s) 03/01/2024 To 03/31/2024 - LEOFF II - B040
1420	03/08/2024	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	28,513.32	Pay Cycle(s) 03/01/2024 To 03/31/2024 - PERS II - 5591; Pay Cycle(s) 03/01/2024 To 03/31/2024 - PERS III - 5591
1421	03/08/2024	Payroll	2	EFT	WESTERN CONFERENCE OF	5,193.15	Pay Cycle(s) 03/01/2024 To 03/31/2024 - Teamster's Pension #414793; Pay Cycle(s) 03/01/2024 To 03/31/2024 - Teamster's Pension #415517
1422	03/08/2024	Payroll	2	108109	EMPLOYEE FUND	261.00	Pay Cycle(s) 03/01/2024 To 03/31/2024 - Employee Fund
1423	03/08/2024	Payroll	2	108110	EVERGREEN FINANCIAL SERVICES INC	927.05	Pay Cycle(s) 03/01/2024 To 03/31/2024 - GARN
1424	03/08/2024	Payroll	2	108111	TEAMSTERS LOCAL 760	1,003.00	Pay Cycle(s) 03/01/2024 To 03/31/2024 - Teamsters Dues
1425	03/08/2024	Payroll	2	108112	UNION GAP POLICE OFFICERS ASSN	1,300.00	Pay Cycle(s) 03/01/2024 To 03/31/2024 - UGPOA Dues
1426	03/08/2024	Payroll	2	108113	USABLE LIFE	78.30	Pay Cycle(s) 03/01/2024 To 03/31/2024 - USAbLe Life
1427	03/08/2024	Payroll	2	108114	WA STATE COUNCIL OF CNTY	639.50	Pay Cycle(s) 03/01/2024 To 03/31/2024 - AFCSME Dues
1428	03/08/2024	Payroll	2	108115	WA STATE COUNCIL OF	162.50	Pay Cycle(s) 03/01/2024 To 03/31/2024 - WSCOPO Dues
1429	03/08/2024	Payroll	2	108116	WESTERN STATES POLICE MEDICAL TRUST	870.00	Pay Cycle(s) 03/01/2024 To 03/31/2024 - WSPMT

001 Current Expense Fund	352,862.15
101 Street Fund	21,872.09
128 Transit System Fund	7,401.99
401 Water Fund	52,813.11
402 Garbage Fund	3,559.68
403 Sewer Fund	30,530.42

# WARRANT/CHECK REGISTER

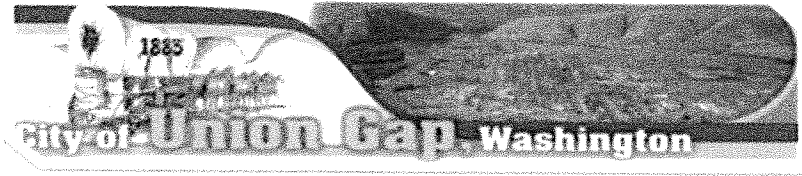
CITY OF UNION GAP

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						469,039.44	Payroll: 469,039.44



## City Council Communication

**Meeting Date:** March 11, 2024  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers – March 11, 2024

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**SYNOPSIS:** Claim Vouchers Dated March 11, 2024

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 108040 through 108108 in the amount of \$591,339.73.

**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

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1189	02/29/2024	Claims	2	EFT	WA STATE DEPT OF LICENSING	30.00	DRIVING RECORD CHECKS
1245	03/05/2024	Claims	2	EFT	XPRESS BILL PAY	1,303.39	ONLINE PAYMENTS FEE - 02/2024
1250	03/04/2024	Claims	2	EFT	PATHPOINT MERCHANT SERVICES LLC	2.50	ONLINE PAYMENTS FEE - 02/2024
1282	03/11/2024	Claims	2	EFT	CENTURY LINK	779.58	PUBLIC WORKS - 02/2024; CIVIC CENTER TRUNK SVC - 02/2024
1283	03/11/2024	Claims	2	EFT	OFFICE DEPOT-CITY HALL	731.83	HP 730 130-ML INK CARTRIDGES - MATTE BLACK, MAGENTA, YELLOW, GRAY & PHOTO BLACK; HP 952 INK CARTRIDGES & EXPO MICROFIBER DRY-ERASE BOARD CLEANING CLOTH
1284	03/11/2024	Claims	2	EFT	VERIZON WIRELESS - PD2#672326319	578.74	PD MODEMS - 02/2024
1285	03/11/2024	Claims	2	EFT	VERIZON WIRELESS - PW #542075407	320.01	PW & BLDG/PLANNING CELL PHONE SERVICE - 02/2024
1286	03/11/2024	Claims	2	108040	ABSOLUTE COMFORT TECHNOLOGY LLC	3,084.92	BI-ANNUAL 2024 SPRING SERVICE MAINTENANCE - ACTIVITIES BLDG & YOUTH BARN; QUARTERLY 2024 SPRING SERVICE MAINTENANCE - CIVIC
1287	03/11/2024	Claims	2	108041	ALBA ENTERPRISES	180.00	REGIONAL BELTWAY CONNECTOR UB INSERT TRANSLATION
1288	03/11/2024	Claims	2	108042	AMAZON CAPITAL SERVICES, INC	236.50	RETURN OF MERCHANDISE - INV #1PT4-P3RJ-3HQC - 2" ALUMINUM RING BINDER; UB STATEMENT PAPER
1289	03/11/2024	Claims	2	108043	AT&T MOBILITY	270.66	PD MODEMS - 02/2024
1290	03/11/2024	Claims	2	108044	ATS AUTOMATION, INC	1,973.57	HVAC UNION GAP CIVIC COMPLEX AGREEMENT - 03/01/2024-05/31/2024
1291	03/11/2024	Claims	2	108045	BAXTER CONSTRUCTION LLC	77,786.58	CIVIC CENTER WATER MITIGATION & WATER DAMAGE REPAIRS
1292	03/11/2024	Claims	2	108046	BEMIS APPLIANCE	3,232.96	UG LIBRARY/COMMUNITY CENTER STACKED WASHER/DRYER & UNIVERSAL WASHER HOSE
1293	03/11/2024	Claims	2	108047	CANON FINACIAL SERVICES	241.94	PD COPIER - 02/2024
1294	03/11/2024	Claims	2	108048	CASCADE VALLEY LUBE	117.38	FULL SERVICE - VEH #1021; BASIC SERVICE - VEH #1027
1295	03/11/2024	Claims	2	108049	CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	SFP SALES/MARKETING - 03/2024
1296	03/11/2024	Claims	2	108050	CHRISTENSEN, INC.	1,625.80	PD FUEL - 02/16/2024 - 02/29/2024
1297	03/11/2024	Claims	2	108051	CINTAS CORP #605	74.31	CIVIC CENTER & PD MAT SERVICE - 02/23/2024
1298	03/11/2024	Claims	2	108052	CITY OF YAKIMA	612.25	TRANSIT ADVERTISING - 2024 WINTER BUS BOOK
1299	03/11/2024	Claims	2	108053	CITY OF YAKIMA	6,806.80	REVISED INVOICE SUBMITTAL - WHOLESALE SEWER 3 PARTY AGREEMENT - 01/2024
1300	03/11/2024	Claims	2	108054	CLEARSPAN STEEL LLC	131.83	OVERPAYMENT REFUND - UB ACCT #14393 - 1225 INDUSTRIAL WAY
1301	03/11/2024	Claims	2	108055	COLEMAN OIL COMPANY	3,539.07	PW FUEL/CED FUEL - 02/2024

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1302	03/11/2024	Claims	2	108056	CONCORD CONSTRUCTION, INC.	210,855.47	LIBRARY & COMMUNITY CENTER PROJECT - APPLICATION #2302-11 THRU 02/29/2024
1303	03/11/2024	Claims	2	108057	CORE & MAIN LP	10,821.75	10" SERVICE TAP FOR TEXAS ROADHOUSE; 1 1/2" BORTON FRUIT WATER METER & 3/4" WATER METERS; NEPTUNE ANTENNA ASSEMBLIES - 6' CABLE R900 LID MOUNT SLIP-ON
1304	03/11/2024	Claims	2	108058	CUMMINS SALES & SERVICE	999.69	ANNUAL SERVICE MAINTENANCE - FIRE DEPT GENERATOR - 02/21/2024
1305	03/11/2024	Claims	2	108059	CURTIS BLUE LINE	1,792.71	ACADEMY COLLAR BRASS - ENGRAVED NAME PLATES - D. EAGY & B. NUNEZ; ACADEMY COLLAR BRASS - D. EAGY & B. NUNEZ; TACTICAL PANTS - B. NUNEZ & D. EAGY; TRANSPORTATION CHARGE & TRANSPORTATION CHARGE CREDIT F
1306	03/11/2024	Claims	2	108060	DOOLEY ENTERPRISES INC	15,606.73	YVCRU AMMO - 9MM 115GR FULL METAL JACKET & 40 S&W 165GR FULL METAL JACKET
1307	03/11/2024	Claims	2	108061	E3 SOLUTIONS, INC	32.46	SECURITY ALARM SYSTEM MONITORING - 3007 2ND STREET - PD IMPOUND BLDG - 03/2024
1308	03/11/2024	Claims	2	108062	EDGE CONSTRUCTION SUPPLY	419.81	NITRILE 3MIL GLOVES & KRYLON FLUORESCENT RED/BLUE UPSIDE DOWN PAINT
1309	03/11/2024	Claims	2	108063	ENLIGHTING STRUCK DESIGN, LLC	208.00	COUNCIL MEMBER NAME PLATE SIGN - M. GONZALEZ
1310	03/11/2024	Claims	2	108064	FRANK'S POINT S	308.39	MTP-94R/H7 INTERSTATE BATTERY - VEH #120; BASIC OIL CHANGE - VEH #23; HAND TRUCK TIRE TUBE - PARKS
1311	03/11/2024	Claims	2	108065	GALLS, LLC	152.15	OPEN TOP DBL MAG HOLDER, OPEN TOP MACE CASE & UNIVERSAL RADIO HOLDER - EAGY
1312	03/11/2024	Claims	2	108066	MARIA GONZALEZ	22.95	WATER DEPOSIT REFUND - UB ACCT #14365 - 1901 MCNAIR AVENUE
1313	03/11/2024	Claims	2	108067	HLA ENGINEERING & LAND SURVEYING INC	23,767.87	PROF ENGINEER SERVICES - W. AHTANUM RD RESURFACING - CONST SVC - 01/2024
1314	03/11/2024	Claims	2	108068	HYUNDAI OF YAKIMA	130.14	TIRE ROTATION & LUBE/OIL/FILTER - VEH #120; LUBE/OIL/FILTER - VEH #26
1315	03/11/2024	Claims	2	108069	INLAND FIRE PROTECTION	263.60	ANNUAL FIRE EXTINGUISHER MAINTENANCE - FIRE STATION #96
1316	03/11/2024	Claims	2	108070	JUB ENGINEERS INC	48,004.24	REGIONAL BELTWAY CONNECTOR PHASE 2 - PROJECT #07-23-041 - 01/01/2024-02/03/2024
1317	03/11/2024	Claims	2	108071	KAZCADE ENGRAVING & TROPHIES	129.84	LTAC COMMITTEE MEMBER NAME PLATE - M. CONTRERAS; NAME PLATE - M. GONZALEZ

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1318	03/11/2024	Claims	2	108072	LAW OFFICES OF DANIEL POLAGE	8,100.00	PUBLIC DEFENDER SERVICE - 01/01/2024 - 02/23/2024
1319	03/11/2024	Claims	2	108073	LOWES COMPANY INC	552.55	ZINC-PLATED CHAIN & BOX RAGS; 3 1/2" ARBORED HOLE SAW & 4 HOLE INSIDE CORNER BRACKETS; BIG GAP FILLER, COMET POWDER CLEANER & GLADE AUTOMATIC REFILL AIR FRESHNERS; UTILITY KNIFE/BLADES, RAGS, ALL PURP
1320	03/11/2024	Claims	2	108074	MANSFIELD ALARM CO INC	510.83	FIRE DEPT - 107 W. AHTANUM ROAD - AES RADIO MONITORING 03/01/2024-05/31/2024; CIVIC CENTER - FIRE ALARM & SECURITY ALARM MONITORING - 03/01/2024-05/31/2024
1321	03/11/2024	Claims	2	108075	MEDSTAR CABULANCE, INC.	69,260.37	DIAL A RIDE/FIXED ROUTE - 02/2024
1322	03/11/2024	Claims	2	108076	MINUTEMAN PRESS	321.73	BUSINESS CARDS - M GONZALEZ; UB STATEMENTS - 02/2024
1323	03/11/2024	Claims	2	108077	MPH INDUSTRIES INC	1,581.88	RADAR UNIT - C. SANTUCCI
1324	03/11/2024	Claims	2	108078	OFFICE SOLUTIONS NORTHWEST	272.07	COPY PAPER; SELF ADHESIVE FASTENERS & RETRACTABLE GEL PENS; COPY PAPER & IVORY COPY PAPER; HP 962XL BLACK INK CARTRIDGE
1325	03/11/2024	Claims	2	108079	PETTY CASH (CK ACCT)	120.00	YVCOG MEETING 02/21/2024 - J. HODKINSON, J. GALLOWAY, J. SHOEMAKER & J. SCHILLING
1326	03/11/2024	Claims	2	108080	REPUBLIC PUBLISHING CO	229.60	NOTICE OF CANCELLATION OF A SPECIAL COUNCIL MEETING - 02/20/2024; NOTICE OF A SPECIAL COUNCIL MEETING RETREAT - 03/08/2024 & 03/09/2024; NOTICE OF IN PERSON LTAC MEETING - 02/27/2024
1327	03/11/2024	Claims	2	108081	RIO FOLTZ PLLC	8,500.00	CITY ATTORNEY - 02/2024
1328	03/11/2024	Claims	2	108082	SHERWIN-WILLIAMS COMPANY	41.80	9" PAINT ROLLERS & 1.5 QUART GREEN PAINT TRAYS
1329	03/11/2024	Claims	2	108083	THE HOME DEPOT PRO	99.20	PINE-SOL CLEANER & LEVER ROLL TOWEL DISPENSERS
1330	03/11/2024	Claims	2	108084	THE JANITOR'S CLOSET	351.43	TOILET PAPER & M-FOLD
1331	03/11/2024	Claims	2	108085	THE PIN CENTER	937.00	LOGO KEY CHAINS
1332	03/11/2024	Claims	2	108086	THE SEATTLE RESTAURANT STORE	32,045.92	UNION GAP LIBRARY/COMMUNITY CENTER APPLIANCES
1333	03/11/2024	Claims	2	108087	PATRICK THOMPSON	174.70	MEDICARE PREMIUM - 03/2024
1334	03/11/2024	Claims	2	108088	U.S. LINEN & UNIFORM	911.85	PW UNIFORM SERVICE - 02/2024
1335	03/11/2024	Claims	2	108089	UNION GAP PROPERTY, LLC	652.99	OVERPAYMENT REFUND - UB ACCT #11716 - 2503 MAIN STREET
1336	03/11/2024	Claims	2	108090	UNION GAP WATER FUND & SEWER	3,171.36	FIRE DEPT - 02/2024; CIVIC CAMPUS - 02/2024; PARKS - 02/2024, CITY SHOP - 02/2024 & LIBRARY/COMMUNITY CENTER - 02/2024
1337	03/11/2024	Claims	2	108091	UNUM LIFE INSURANCE	135.30	LEOFF 1 LONG TERM CARE - 03/2024
1338	03/11/2024	Claims	2	108092	UPS	91.37	PD SHIPPING - 02/2024

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1339	03/11/2024	Claims	2	108093	FRANCISCO VARGAS RAMIREZ	272.86	OVERPAYMENT REFUND - UB ACCT #6509 - 2904 4TH STREET
1340	03/11/2024	Claims	2	108094	VIC'S AUTO & SUPPLY UNION GAP - PD	24.88	TRICO FORCE DRIVERS SIDE BEAM WIPER BLADE - VEH #21
1341	03/11/2024	Claims	2	108095	VIC'S AUTO & SUPPLY UNION GAP - PW	40.02	CHANGE-OVER RELAY - 5 PIN SPDT - PARKS HUSTLER MOWER; PENNZOIL MOTOR OIL 5W30 & OIL FILTER - VEH #1028
1342	03/11/2024	Claims	2	108096	WA STATE DEPT OF AGRICULTURE	25.00	WSDA 03/12/2024 LAWS & SAFETY EXAM FEE - H. MASON
1343	03/11/2024	Claims	2	108097	WA STATE DEPT OF LICENSING	150.00	CPLS - FEBRUARY 2024
1344	03/11/2024	Claims	2	108098	WA STATE DEPT OF TRANSPORTATION	16,626.35	SIGNAL MAINTENANCE, REPAIR & ADDITIONS - 01/2024
1345	03/11/2024	Claims	2	108099	WA STATE PATROL	13.25	BACKGROUND CHECKS - 02/2024
1346	03/11/2024	Claims	2	108100	WEAVER DISTRIBUTING	12.40	KNURLED PT SOCKET SET
1347	03/11/2024	Claims	2	108101	BARRY M WOODARD	19,075.00	PUBLIC DEFENDER & INTERPRETING SERVICE - 02/2024
1348	03/11/2024	Claims	2	108102	ROSETTA WORLEY	500.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 02/17/2024 - RESERVATION #5912
1349	03/11/2024	Claims	2	108103	YAKIMA BINDERY	1,842.30	LAND USE SIGNS - COREX BOARDS W/UV COATED VINYL DECALS & PROJECT FOLDERS
1350	03/11/2024	Claims	2	108104	YAKIMA CO AUDITOR	36.00	UTILITY LIEN RECORDING FEE - UB ACCT #11575 - 1255 MARKET STREET - FILE #424823; UTILITY LIEN RELEASE RECORDING FEE - UB ACCT #4250 - 2110 S. 4TH AVE - FILE #425434
1351	03/11/2024	Claims	2	108105	YAKIMA CO PUBLIC SERVICES	1,466.91	GARBAGE DISPOSAL - 02/02/2024 - 33.34 TONS
1352	03/11/2024	Claims	2	108106	YAKIMA CO TREASURER	1,157.08	2024 MOSQUITO ASSESSMENT
1353	03/11/2024	Claims	2	108107	YAKIMA COOPERATIVE ASSN	1,759.31	#2 DIESEL DYED & BULK PROPANE
1354	03/11/2024	Claims	2	108108	YAKIMA VALLEY PIPPENS	600.00	2024 PIPPINS POCKET SCHEDULE PANEL ADVERTISING

001 Current Expense Fund	136,429.76	
101 Street Fund	19,852.22	
107 Lodging Tax Reserve Fund	64.92	
108 Tourism Promotion Area Fund	2,595.20	
111 Library & Community Center Fund	246,134.35	
123 Criminal Justice Fund	1,581.88	
128 Transit System Fund	70,739.75	
305 Regional Beltway Connector Fund	48,004.24	
306 Parks Development Reserve Fund	386.83	
321 Street Development Reserve Fund	23,767.87	
401 Water Fund	13,475.18	
402 Garbage Fund	1,488.31	
403 Sewer Fund	11,039.54	
414 Water Deposits	22.95	
630 General State/County-Shared Rev Fund	150.00	
650 YVCRU Fund	15,606.73	
	591,339.73	Claims: 591,339.73
* Transaction Has Mixed Revenue And Expense Accounts	591,339.73	

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<b>1189</b>	<b>02/29/2024</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>WA STATE DEPT OF LICENSING</b>	<b>30.00</b>	<b>DRIVING RECORD CHECKS</b>
					401 - 534 50 49 00 - MISCELLANEOUS	10.00	
					403 - 535 50 49 00 - MISCELLANEOUS	10.00	
					402 - 537 50 49 00 - MISCELLANEOUS	10.00	
<b>1245</b>	<b>03/05/2024</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>XPRESS BILL PAY</b>	<b>1,303.39</b>	<b>ONLINE PAYMENTS FEE - 02/2024</b>
					001 - 524 20 49 00 - MISCELLANEOUS-BUILDING	260.68	
					401 - 534 50 49 00 - MISCELLANEOUS	260.68	
					403 - 535 50 49 00 - MISCELLANEOUS	260.68	
					402 - 537 50 49 00 - MISCELLANEOUS	260.68	
					001 - 558 60 49 00 - MISCELLANEOUS	260.67	
<b>1250</b>	<b>03/04/2024</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>PATHPOINT MERCHANT SERVICES LLC</b>	<b>2.50</b>	<b>ONLINE PAYMENTS FEE - 02/2024</b>
					401 - 534 50 49 00 - MISCELLANEOUS	0.83	
					403 - 535 50 49 00 - MISCELLANEOUS	0.83	
					402 - 537 50 49 00 - MISCELLANEOUS	0.84	
<b>1282</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>CENTURY LINK</b>	<b>779.58</b>	<b>PUBLIC WORKS - 02/2024; CIVIC CENTER TRUNK SVC - 02/2024</b>
					001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC	30.90	
					001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN	43.10	
					001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER	38.75	
					001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL	18.75	
					001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL	392.41	
					001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN	19.79	
					401 - 534 50 42 00 - COMMUNICATION	41.66	
					401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE	17.95	
					403 - 535 50 42 00 - COMMUNICATION	41.66	
					403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI	13.03	
					402 - 537 50 42 00 - COMMUNICATION	41.66	
					402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB	1.37	
					101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE	2.47	
					101 - 543 30 42 00 - COMMUNICATION	41.66	
					101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE	6.59	
					128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN	5.52	
					001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI	17.17	
					001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARK	5.14	
<b>1283</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>OFFICE DEPOT-CITY HALL</b>	<b>731.83</b>	<b>HP 730 130-ML INK CARTRIDGES - MATTE BLACK, MAGENTA, YELLOW, GRAY &amp; PHOTO BLACK; HP 952 INK CARTRIDGES &amp; EXPO MICROFIBER DRY-ERASE BOARD CLEANING CLOTH</b>
					001 - 513 10 31 00 - SUPPLIES	164.50	
					001 - 514 30 31 00 - SUPPLIES	35.58	
					001 - 524 20 31 00 - SUPPLIES-BUILDING	265.88	
					001 - 558 60 31 00 - SUPPLIES	265.87	
<b>1284</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>VERIZON WIRELESS - PD2#672326319</b>	<b>578.74</b>	<b>PD MODEMS - 02/2024</b>
					001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS	578.74	
<b>1285</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>EFT</b>	<b>VERIZON WIRELESS - PW #542075407</b>	<b>320.01</b>	<b>PW &amp; BLDG/PLANNING CELL PHONE SERVICE - 02/2024</b>
					001 - 524 20 42 00 - COMMUNICATION-BUILDING	10.91	
					401 - 534 50 42 00 - COMMUNICATION	59.64	
					403 - 535 50 42 00 - COMMUNICATION	59.64	
					402 - 537 50 42 00 - COMMUNICATION	59.64	
					101 - 542 30 42 00 - COMMUNICATIONS	59.64	
					001 - 558 60 42 00 - COMMUNICATION	10.91	
					001 - 576 80 42 00 - COMMUNICATION	59.63	

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1286	03/11/2024	Claims	2	108040	ABSOLUTE COMFORT TECHNOLOGY LLC	3,084.92	BI-ANNUAL 2024 SPRING SERVICE MAINTENANCE - ACTIVITIES BLDG & YOUTH BARN; QUARTERLY 2024 SPRING SERVICE MAINTENANCE - CIVIC CAMPUS
					001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-	72.33	
					001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-	100.89	
					001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-	90.72	
					001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-	43.90	
					001 - 521 50 48 01 - PD FACILITIES CIVIC CAMPUS M	918.61	
					001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-	46.33	
					401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-	42.01	
					403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-	30.54	
					402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-	3.20	
					101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-	5.78	
					101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-	15.43	
					128 - 547 10 48 01 - CIVIC CAMPUS MAINTENANCE-	12.92	
					001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-	40.19	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	1,650.05	
					001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE	12.02	
1287	03/11/2024	Claims	2	108041	ALBA ENTERPRISES	180.00	REGIONAL BELTWAY CONNECTOR UB INSERT TRANSLATION
					101 - 542 30 41 00 - PROFESSIONAL SERVICES	180.00	
1288	03/11/2024	Claims	2	108042	AMAZON CAPITAL SERVICES, INC	236.50	RETURN OF MERCHANDISE - INV #1PT4-P3RJ-3HQC - 2" ALUMINUM RING BINDER; UB STATEMENT PAPER
					001 - 514 30 31 00 - SUPPLIES	-32.45	
					401 - 534 50 31 00 - SUPPLIES	89.65	
					403 - 535 50 31 00 - SUPPLIES	89.65	
					402 - 537 50 31 00 - SUPPLIES	89.65	
1289	03/11/2024	Claims	2	108043	AT&T MOBILITY	270.66	PD MODEMS - 02/2024
					001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS	270.66	
1290	03/11/2024	Claims	2	108044	ATS AUTOMATION, INC	1,973.57	HVAC UNION GAP CIVIC COMPLEX AGREEMENT - 03/01/2024-05/31/2024
					001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-	99.48	
					001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-	138.76	
					001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-	124.78	
					001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-	60.38	
					001 - 521 50 48 01 - PD FACILITIES CIVIC CAMPUS M	1,263.48	
					001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-	63.72	
					401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-	57.79	
					403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-	42.03	
					402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-	4.40	
					101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-	7.95	
					101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-	21.22	
					128 - 547 10 48 01 - CIVIC CAMPUS MAINTENANCE-	17.77	
					001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-	55.27	
					001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE	16.54	
1291	03/11/2024	Claims	2	108045	BAXTER CONSTRUCTION LLC	77,786.58	CIVIC CENTER WATER MITIGATION & WATER DAMAGE REPAIRS
					001 - 594 18 64 18 - CAPITAL EXPENDITURE - CITY H	77,786.58	
1292	03/11/2024	Claims	2	108046	BEMIS APPLIANCE	3,232.96	UG LIBRARY/COMMUNITY CENTER STACKED WASHER/DRYER & UNIVERSAL WASHER HOSE
					111 - 594 72 60 43 - COMMERCE - LIBRARY/COMM I	1,616.48	
					111 - 594 72 60 50 - ARPA - LIBRARY/COMMUNITY C	1,616.48	

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<b>1293</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108047</b>	<b>CANON FINACIAL SERVICES</b>	<b>241.94</b>	<b>PD COPIER - 02/2024</b>
					001 - 591 21 71 09 - SBITA TECH LEASE - POLICE CLE	241.94	
<b>1294</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108048</b>	<b>CASCADE VALLEY LUBE</b>	<b>117.38</b>	<b>FULL SERVICE - VEH #1021; BASIC SERVICE - VEH #1027</b>
					403 - 531 30 48 00 - STORMWATER REPAIRS & MAIN	9.57	
					403 - 531 30 48 00 - STORMWATER REPAIRS & MAIN	3.21	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	13.39	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	54.26	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	10.71	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	8.03	
					101 - 542 66 48 00 - REPAIRS & MAINTENANCE	2.68	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	3.75	
					128 - 547 10 48 00 - REPAIRS & MAINTENANCE	3.75	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	8.03	
<b>1295</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108049</b>	<b>CENTRAL WASHINGTON FAIR ASSOC.</b>	<b>2,500.00</b>	<b>SFP SALES/MARKETING - 03/2024</b>
					108 - 557 30 44 01 - ADVERTISING-STATE FAIR PARK	2,500.00	
<b>1296</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108050</b>	<b>CHRISTENSEN, INC.</b>	<b>1,625.80</b>	<b>PD FUEL - 02/16/2024 - 02/29/2024</b>
					001 - 521 10 32 00 - PD ADMIN FUEL	253.98	
					001 - 521 21 32 00 - INVESTIGATION FUEL	243.40	
					001 - 521 22 32 00 - PATROL FUEL	1,128.42	
<b>1297</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108051</b>	<b>CINTAS CORP #605</b>	<b>74.31</b>	<b>CIVIC CENTER &amp; PD MAT SERVICE - 02/23/2024</b>
					001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-	3.75	
					001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-	5.22	
					001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-	4.70	
					001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-	2.27	
					001 - 521 50 48 01 - PD FACILITIES CIVIC CAMPUS M	47.57	
					001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-	2.40	
					401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-	2.18	
					403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-	1.58	
					402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-	0.17	
					101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-	0.30	
					101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-	0.80	
					128 - 547 10 48 01 - CIVIC CAMPUS MAINTENANCE-	0.67	
					001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-	2.08	
					001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE	0.62	
<b>1298</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108052</b>	<b>CITY OF YAKIMA</b>	<b>612.25</b>	<b>TRANSIT ADVERTISING - 2024 WINTER BUS BOOK</b>
					128 - 547 10 44 00 - ADVERTISING	612.25	
<b>1299</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108053</b>	<b>CITY OF YAKIMA</b>	<b>6,806.80</b>	<b>REVISED INVOICE SUBMITTAL - WHOLESALE SEWER 3 PARTY AGREEMENT - 01/2024</b>
					403 - 535 50 41 03 - INTERGOVERNMENTAL PROFES	6,806.80	
<b>1300</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108054</b>	<b>CLEARSPAN STEEL LLC</b>	<b>131.83</b>	<b>OVERPAYMENT REFUND - UB ACCT #14393 - 1225 INDUSTRIAL WAY</b>
					402 - 582 10 04 02 - GARBAGE REFUNDS	131.83	
<b>1301</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108055</b>	<b>COLEMAN OIL COMPANY</b>	<b>3,539.07</b>	<b>PW FUEL/CED FUEL - 02/2024</b>
					001 - 524 20 32 00 - FUEL-BUILDING	23.75	
					001 - 524 20 32 00 - FUEL-BUILDING	-0.14	
					403 - 531 30 32 00 - STORMWATER FUEL	463.42	
					403 - 531 30 32 00 - STORMWATER FUEL	-2.42	
					401 - 534 50 32 00 - FUEL	900.32	
					401 - 534 50 32 00 - FUEL	-5.14	
					403 - 535 50 32 00 - FUEL	878.04	
					403 - 535 50 32 00 - FUEL	-4.97	
					402 - 537 50 32 00 - FUEL	47.66	
					402 - 537 50 32 00 - FUEL	-0.28	



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						317.27	
						-1.85	
						186.70	
						-1.02	
						243.03	
						-1.27	
						179.79	
						-1.03	
						96.33	
						-0.55	
						23.74	
						-0.14	
						198.98	
						-1.15	
<b>1302</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108056</b>	<b>CONCORD CONSTRUCTION, INC.</b>	<b>210,855.47</b>	<b>LIBRARY &amp; COMMUNITY CENTER PROJECT - APPLICATION #2302-11 THRU 02/29/2024</b>
						101,210.63	
						46,388.20	
						63,256.64	
<b>1303</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108057</b>	<b>CORE &amp; MAIN LP</b>	<b>10,821.75</b>	<b>10" SERVICE TAP FOR TEXAS ROADHOUSE; 1 1/2" BORTON FRUIT WATER METER &amp; 3/4" WATER METERS; NEPTUNE ANTENNA ASSEMBLIES - 6' CABLE R900 LID MOUNT SLIP-ON</b>
						6,219.58	
						3,734.84	
						867.33	
<b>1304</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108058</b>	<b>CUMMINS SALES &amp; SERVICE</b>	<b>999.69</b>	<b>ANNUAL SERVICE MAINTENANCE - FIRE DEPT GENERATOR -</b>
						999.69	
<b>1305</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108059</b>	<b>CURTIS BLUE LINE</b>	<b>1,792.71</b>	<b>ACADEMY COLLAR BRASS - ENGRAVED NAME PLATES - D. EAGY &amp; B. NUNEZ; ACADEMY COLLAR BRASS - D. EAGY &amp; B. NUNEZ; TACTICAL PANTS - B. NUNEZ &amp; D. EAGY; TRANSPORTATION CHARGE &amp; TRANSPORTATION CHARGE CREDIT F</b>
						14.96	
						-14.96	
						88.74	
						1,295.20	
						408.77	
<b>1306</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108060</b>	<b>DOOLEY ENTERPRISES INC</b>	<b>15,606.73</b>	<b>YVCRU AMMO - 9MM 115GR FULL METAL JACKET &amp; 40 S&amp;W 165GR FULL METAL JACKET</b>
						15,606.73	
<b>1307</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108061</b>	<b>E3 SOLUTIONS, INC</b>	<b>32.46</b>	<b>SECURITY ALARM SYSTEM MONITORING - 3007 2ND STREET - PD IMPOUND BLDG - 03/2024</b>
						32.46	
<b>1308</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108062</b>	<b>EDGE CONSTRUCTION SUPPLY</b>	<b>419.81</b>	<b>NITRILE 3MIL GLOVES &amp; KRYLON FLUORESCENT RED/BLUE UPSIDE DOWN PAINT</b>
						240.20	
						179.61	
<b>1309</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108063</b>	<b>ENLIGHTING STRUCK DESIGN, LLC</b>	<b>208.00</b>	<b>COUNCIL MEMBER NAME PLATE SIGN - M. GONZALEZ</b>

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			001 - 511 60 31 01 - SUPPLIES			208.00	
<b>1310</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108064</b>	<b>FRANK'S POINT S</b>	<b>308.39</b>	<b>MTP-94R/H7 INTERSTATE BATTERY - VEH #120; BASIC OIL CHANGE - VEH #23; HAND TRUCK TIRE TUBE - PARKS</b>
			001 - 521 10 48 00 - PD ADMIN REPAIRS & MAINT			79.80	
			001 - 521 22 48 00 - PATROL REPAIRS & MAINT			218.51	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			10.08	
<b>1311</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108065</b>	<b>GALLS, LLC</b>	<b>152.15</b>	<b>OPEN TOP DBL MAG HOLDER, OPEN TOP MACE CASE &amp; UNIVERSAL RADIO HOLDER - EAGY</b>
			001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI			152.15	
<b>1312</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108066</b>	<b>MARIA GONZALEZ</b>	<b>22.95</b>	<b>WATER DEPOSIT REFUND - UB ACCT #14365 - 1901 MCNAIR AVENUE</b>
			414 - 582 10 04 14 - DEPOSIT REFUND			22.95	Refund Utility Deposit
<b>1313</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108067</b>	<b>HLA ENGINEERING &amp; LAND SURVEYING INC</b>	<b>23,767.87</b>	<b>PROF ENGINEER SERVICES - W. AHTANUM RD RESURFACING - CONST SVC - 01/2024</b>
			321 - 595 30 64 08 - W. AHTANUM RD-GOODMAN 1			23,767.87	
<b>1314</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108068</b>	<b>HYUNDAI OF YAKIMA</b>	<b>130.14</b>	<b>TIRE ROTATION &amp; LUBE/OIL/FILTER - VEH #120; LUBE/OIL/FILTER - VEH #26</b>
			001 - 521 21 48 00 - INVESTIGATION REPAIRS & MA			74.09	
			001 - 521 22 48 00 - PATROL REPAIRS & MAINT			56.05	
<b>1315</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108069</b>	<b>INLAND FIRE PROTECTION</b>	<b>263.60</b>	<b>ANNUAL FIRE EXTINGUISHER MAINTENANCE - FIRE STATION #96</b>
			001 - 522 50 48 00 - FD FACILITIES - REPAIRS & MAI			263.60	
<b>1316</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108070</b>	<b>JUB ENGINEERS INC</b>	<b>48,004.24</b>	<b>REGIONAL BELTWAY CONNECTOR PHASE 2 - PROJECT #07-23-041 - 01/01/2024-02/03/2024</b>
			305 - 595 10 41 26 - REGIONAL BELTWAY-PE			38,300.04	
			305 - 595 30 65 26 - REGIONAL BELTWAY - CONSTR			9,704.20	
<b>1317</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108071</b>	<b>KAZCADE ENGRAVING &amp; TROPHIES</b>	<b>129.84</b>	<b>LTAC COMMITTEE MEMBER NAME PLATE - M. CONTRERAS; NAME PLATE - M. GONZALEZ</b>
			001 - 511 60 31 01 - SUPPLIES			64.92	
			107 - 557 30 31 00 - OFFICE & OPERATING SUPPLIES			64.92	
<b>1318</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108072</b>	<b>LAW OFFICES OF DANIEL POLAGE</b>	<b>8,100.00</b>	<b>PUBLIC DEFENDER SERVICE - 01/01/2024 - 02/23/2024</b>
			001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC DEFEN			8,100.00	
<b>1319</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108073</b>	<b>LOWES COMPANY INC</b>	<b>552.55</b>	<b>ZINC-PLATED CHAIN &amp; BOX RAGS; 3 1/2" ARBORED HOLE SAW &amp; 4 HOLE INSIDE CORNER BRACKETS; BIG GAP FILLER, COMET POWDER CLEANER &amp; GLADE AUTOMATIC REFILL AIR FRESHNERS; UTILITY KNIFE/BLADES, RAGS, ALL PURP</b>
			401 - 534 50 31 00 - SUPPLIES			7.30	
			403 - 535 50 31 00 - SUPPLIES			56.01	
			403 - 535 50 31 00 - SUPPLIES			7.30	
			403 - 535 50 31 00 - SUPPLIES			80.06	
			402 - 537 50 31 00 - SUPPLIES			7.30	
			101 - 542 30 31 00 - SUPPLIES			7.17	
			101 - 542 30 31 00 - SUPPLIES			7.30	
			101 - 542 30 35 00 - SMALL TOOLS & EQUIPMENT			27.76	
			001 - 576 80 31 00 - SUPPLIES			7.32	

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			306 - 594 76 62 01 - IMPROVEMENTS-RCO-YP			345.03	
<b>1320</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108074</b>	<b>MANSFIELD ALARM CO INC</b>	<b>510.83</b>	<b>FIRE DEPT - 107 W. AHTANUM ROAD - AES RADIO MONITORING 03/01/2024-05/31/2024; CIVIC CENTER - FIRE ALARM &amp; SECURITY ALARM MONITORING - 03/01/2024-05/31/2024</b>
			001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-			13.48	
			001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-			18.80	
			001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-			16.90	
			001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-			8.18	
			001 - 521 50 48 01 - PD FACILITIES CIVIC CAMPUS M			171.17	
			001 - 522 50 41 00 - FD FACILITIES - PROFESSIONAL			243.46	
			001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-			8.63	
			401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-			7.83	
			403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-			5.69	
			402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-			0.60	
			101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-			1.08	
			101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-			2.87	
			128 - 547 10 48 01 - CIVIC CAMPUS MAINTENANCE-			2.41	
			001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-			7.49	
			001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE			2.24	
<b>1321</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108075</b>	<b>MEDSTAR CABULANCE, INC.</b>	<b>69,260.37</b>	<b>DIAL A RIDE/FIXED ROUTE - 02/2024</b>
			128 - 547 10 49 00 - TRANSIT SERVICE PAYMENT			69,260.37	
<b>1322</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108076</b>	<b>MINUTEMAN PRESS</b>	<b>321.73</b>	<b>BUSINESS CARDS - M GONZALEZ; UB STATEMENTS - 02/2024</b>
			001 - 511 60 31 01 - SUPPLIES			69.93	
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			83.93	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			83.93	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			83.94	
<b>1323</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108077</b>	<b>MPH INDUSTRIES INC</b>	<b>1,581.88</b>	<b>RADAR UNIT - C. SANTUCCI</b>
			123 - 594 21 64 23 - MACHINERY & EQUIPMENT			1,581.88	
<b>1324</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108078</b>	<b>OFFICE SOLUTIONS NORTHWEST</b>	<b>272.07</b>	<b>COPY PAPER; SELF ADHESIVE FASTENERS &amp; RETRACTABLE GEL PENS; COPY PAPER &amp; IVORY COPY PAPER; HP 962XL BLACK INK CARTRIDGE</b>
			001 - 511 60 31 01 - SUPPLIES			0.09	
			001 - 511 60 31 01 - SUPPLIES			0.09	
			001 - 513 10 31 00 - SUPPLIES			1.04	
			001 - 513 10 31 00 - SUPPLIES			1.03	
			001 - 514 23 31 00 - SUPPLIES			12.08	
			001 - 514 23 31 00 - SUPPLIES			23.68	
			001 - 514 23 31 00 - SUPPLIES			10.71	
			001 - 514 23 31 00 - SUPPLIES			30.23	
			001 - 514 23 31 00 - SUPPLIES			56.13	
			001 - 514 30 31 00 - SUPPLIES			23.25	
			001 - 514 30 31 00 - SUPPLIES			23.67	
			001 - 514 30 31 00 - SUPPLIES			24.01	
			001 - 521 10 31 00 - PD ADMIN SUPPLIES			0.42	
			001 - 521 10 31 00 - PD ADMIN SUPPLIES			0.43	
			001 - 524 20 31 00 - SUPPLIES-BUILDING			12.33	
			001 - 524 20 31 00 - SUPPLIES-BUILDING			12.93	
			401 - 534 50 31 00 - SUPPLIES			0.52	
			401 - 534 50 31 00 - SUPPLIES			7.34	
			401 - 534 50 31 00 - SUPPLIES			0.53	
			403 - 535 50 31 00 - SUPPLIES			0.52	
			403 - 535 50 31 00 - SUPPLIES			7.34	
			403 - 535 50 31 00 - SUPPLIES			0.53	
			402 - 537 50 31 00 - SUPPLIES			0.52	

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			402 - 537 50 31 00 - SUPPLIES			7.34	
			402 - 537 50 31 00 - SUPPLIES			0.53	
			101 - 542 30 31 00 - SUPPLIES			7.34	
			001 - 576 80 31 00 - SUPPLIES			0.05	
			001 - 576 80 31 00 - SUPPLIES			7.36	
			001 - 576 80 31 00 - SUPPLIES			0.03	
<b>1325</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108079</b>	<b>PETTY CASH (CK ACCT)</b>	<b>120.00</b>	<b>YVCOG MEETING 02/21/2024 - J. HODKINSON, J. GALLOWAY, J. SHOEMAKER &amp; J. SCHILLING</b>
			001 - 511 60 49 00 - MISCELLANEOUS			120.00	
<b>1326</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108080</b>	<b>REPUBLIC PUBLISHING CO</b>	<b>229.60</b>	<b>NOTICE OF CANCELLATION OF A SPECIAL COUNCIL MEETING - 02/20/2024; NOTICE OF A SPECIAL COUNCIL MEETING RETREAT - 03/08/2024 &amp; 03/09/2024; NOTICE OF IN PERSON LTAC MEETING - 02/27/2024</b>
			001 - 511 60 44 01 - ADVERTISING			53.20	
			001 - 511 60 44 01 - ADVERTISING			81.20	
			108 - 557 30 44 14 - ADVERTISING-GENERAL (LTAC I			95.20	
<b>1327</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108081</b>	<b>RIO FOLTZ PLLC</b>	<b>8,500.00</b>	<b>CITY ATTORNEY - 02/2024</b>
			001 - 515 31 41 01 - LEGAL SERVICES-CIVIL - CITY AT			8,500.00	
<b>1328</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108082</b>	<b>SHERWIN-WILLIAMS COMPANY</b>	<b>41.80</b>	<b>9" PAINT ROLLERS &amp; 1.5 QUART GREEN PAINT TRAYS</b>
			306 - 594 76 62 01 - IMPROVEMENTS-RCO-YP			41.80	
<b>1329</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108083</b>	<b>THE HOME DEPOT PRO</b>	<b>99.20</b>	<b>PINE-SOL CLEANER &amp; LEVER ROLL TOWEL DISPENSERS</b>
			001 - 576 80 31 00 - SUPPLIES			99.20	
<b>1330</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108084</b>	<b>THE JANITOR'S CLOSET</b>	<b>351.43</b>	<b>TOILET PAPER &amp; M-FOLD TOWELS</b>
			001 - 513 10 41 02 - CIVIC CAMPUS JANITORIAL			17.71	
			001 - 514 23 41 03 - CIVIC CAMPUS JANITORIAL-FIN			24.71	
			001 - 514 30 41 02 - CIVIC CAMPUS JANITORIAL - CL			22.22	
			001 - 515 31 41 05 - CIVIC CAMPUS JANITORIAL -LEC			10.75	
			001 - 521 50 41 01 - PD FACILITIES CIVIC CAMPUS JA			224.99	
			001 - 524 20 41 02 - CIVIC CAMPUS JANITORIAL-BUI			11.35	
			401 - 534 50 41 03 - CIVIC CAMPUS JANITORIAL-WA			10.29	
			403 - 535 50 41 04 - CIVIC CAMPUS JANITORIAL-SEV			7.50	
			402 - 537 50 41 03 - CIVIC CAMPUS JANITORIAL-GAI			0.78	
			101 - 542 30 41 03 - CIVIC CAMPUS JANITORIAL-STF			1.41	
			101 - 543 30 41 02 - CIVIC CAMPUS JANITORIAL-STF			3.78	
			128 - 547 10 41 03 - CIVIC CAMPUS JANITORIAL-TR/			3.16	
			001 - 558 60 41 02 - CIVIC CAMPUS JANITORIAL-PLA			9.84	
			001 - 576 80 41 02 - CIVIC CAMPUS JANITORIAL-PAF			2.94	
<b>1331</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108085</b>	<b>THE PIN CENTER</b>	<b>937.00</b>	<b>LOGO KEY CHAINS</b>
			001 - 521 22 31 00 - PATROL SUPPLIES			937.00	
<b>1332</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108086</b>	<b>THE SEATTLE RESTAURANT STORE</b>	<b>32,045.92</b>	<b>UNION GAP LIBRARY/COMMUNITY CENTER APPLIANCES</b>
			111 - 594 72 60 43 - COMMERCE - LIBRARY/COMM I			16,022.96	
			111 - 594 72 60 50 - ARPA - LIBRARY/COMMUNITY C			16,022.96	
<b>1333</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108087</b>	<b>PATRICK THOMPSON</b>	<b>174.70</b>	<b>MEDICARE PREMIUM - 03/2024</b>
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			174.70	
<b>1334</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108088</b>	<b>U.S. LINEN &amp; UNIFORM</b>	<b>911.85</b>	<b>PW UNIFORM SERVICE - 02/2024</b>
			401 - 534 50 21 00 - UNIFORMS & EQUIPMENT			191.50	
			403 - 535 50 21 00 - UNIFORMS & EQUIPMENT			191.50	
			402 - 537 50 21 00 - UNIFORMS & EQUIPMENT			63.85	
			101 - 542 30 21 00 - UNIFORMS & EQUIPMENT			191.50	

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			128 - 547 10 21 00 - UNIFORMS & EQUIPMENT			118.50	
			001 - 576 80 21 00 - UNIFORMS & EQUIPMENT			155.00	
<b>1335</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108089</b>	<b>UNION GAP PROPERTY, LLC</b>	<b>652.99</b>	<b>OVERPAYMENT REFUND - UB ACCT #11716 - 2503 MAIN STREET</b>
			402 - 343 71 04 02 - GARBAGE SERVICE CHARGES			-652.99	
<b>1336</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108090</b>	<b>UNION GAP WATER FUND &amp; SEWER</b>	<b>3,171.36</b>	<b>FIRE DEPT - 02/2024; CIVIC CAMPUS - 02/2024; PARKS - 02/2024, CITY SHOP - 02/2024 &amp; LIBRARY/COMMUNITY CENTER - 02/2024</b>
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			37.21	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			51.90	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			46.67	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			22.58	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			472.60	
			001 - 522 50 47 00 - FD FACILITIES - UTILITIES			303.55	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			23.83	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			21.62	
			403 - 535 50 47 00 - UTILITIES			928.43	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			15.73	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			1.64	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			2.97	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			7.94	
			128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN!			6.65	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI			20.67	
			001 - 576 80 47 00 - UTILITIES			1,008.12	
			001 - 576 80 47 00 - UTILITIES			193.06	
			001 - 576 80 47 01 - CIVIC CAMPUS U TILITIES-PARK			6.19	
<b>1337</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108091</b>	<b>UNUM LIFE INSURANCE</b>	<b>135.30</b>	<b>LEOFF 1 LONG TERM CARE -</b>
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			135.30	
<b>1338</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108092</b>	<b>UPS</b>	<b>91.37</b>	<b>PD SHIPPING - 02/2024</b>
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			91.37	
<b>1339</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108093</b>	<b>FRANCISCO VARGAS RAMIREZ</b>	<b>272.86</b>	<b>OVERPAYMENT REFUND - UB ACCT #6509 - 2904 4TH STREET</b>
			401 - 582 10 04 01 - 210-10) WATER REFUNDS			80.19	
			403 - 582 10 04 03 - SEWER REFUNDS			192.67	
<b>1340</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108094</b>	<b>VIC'S AUTO &amp; SUPPLY UNION GAP - PD</b>	<b>24.88</b>	<b>TRICO FORCE DRIVERS SIDE BEAM WIPER BLADE - VEH #21</b>
			001 - 521 10 48 00 - PD ADMIN REPAIRS & MAINT			24.88	
<b>1341</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108095</b>	<b>VIC'S AUTO &amp; SUPPLY UNION GAP - PW</b>	<b>40.02</b>	<b>CHANGE-OVER RELAY - 5 PIN SPDT - PARKS HUSTLER MOWER; PENNZOIL MOTOR OIL 5W30 &amp; OIL FILTER - VEH #1028</b>
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			33.12	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			6.90	
<b>1342</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108096</b>	<b>WA STATE DEPT OF AGRICULTURE</b>	<b>25.00</b>	<b>WSDA 03/12/2024 LAWS &amp; SAFETY EXAM FEE - H. MASON</b>
			101 - 542 70 49 00 - MISCELLANEOUS			25.00	
<b>1343</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108097</b>	<b>WA STATE DEPT OF LICENSING</b>	<b>150.00</b>	<b>CPLS - FEBRUARY 2024</b>
			630 - 589 30 02 01 - WEAPONS PERMIT STATE SHAR			150.00	
<b>1344</b>	<b>03/11/2024</b>	<b>Claims</b>	<b>2</b>	<b>108098</b>	<b>WA STATE DEPT OF TRANSPORTATION</b>	<b>16,626.35</b>	<b>SIGNAL MAINTENANCE, REPAIR &amp; ADDITIONS - 01/2024</b>
			101 - 542 64 41 00 - INTERGOVERNMENTAL PROFES			16,626.35	

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1345	03/11/2024	Claims	2	108099	WA STATE PATROL	13.25	BACKGROUND CHECKS - 02/2024
					001 - 521 10 41 00 - PD ADMIN PROFESSIONAL SER'	13.25	
1346	03/11/2024	Claims	2	108100	WEAVER DISTRIBUTING	12.40	KNURLED PT SOCKET SET SCREWS
					101 - 542 30 31 00 - SUPPLIES	12.40	
1347	03/11/2024	Claims	2	108101	BARRY M WOODARD	19,075.00	PUBLIC DEFENDER & INTERPRETING SERVICE - 02/2024
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC DEFEN	19,000.00	
					001 - 517 91 41 00 - PROFESSIONAL SERVICES	75.00	
1348	03/11/2024	Claims	2	108102	ROSETTA WORLEY	500.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 02/17/2024 - RESERVATION #5912
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	500.00	
1349	03/11/2024	Claims	2	108103	YAKIMA BINDERY	1,842.30	LAND USE SIGNS - COREX BOARDS W/UV COATED VINYL DECALS & PROJECT FOLDERS
					001 - 524 20 31 00 - SUPPLIES-BUILDING	921.15	
					001 - 558 60 31 00 - SUPPLIES	921.15	
1350	03/11/2024	Claims	2	108104	YAKIMA CO AUDITOR	36.00	UTILITY LIEN RECORDING FEE - UB ACCT #11575 - 1255 MARKET STREET - FILE #424823; UTILITY LIEN RELEASE RECORDING FEE - UB ACCT #4250 - 2110 S. 4TH AVE - FILE #425434
					401 - 534 50 49 00 - MISCELLANEOUS	18.00	
					402 - 537 50 49 00 - MISCELLANEOUS	18.00	
1351	03/11/2024	Claims	2	108105	YAKIMA CO PUBLIC SERVICES	1,466.91	GARBAGE DISPOSAL - 02/02/2024 - 33.34 TONS
					401 - 534 50 49 00 - MISCELLANEOUS	493.22	
					403 - 535 50 49 00 - MISCELLANEOUS	481.34	
					101 - 542 30 49 00 - MISCELLANEOUS	492.35	
1352	03/11/2024	Claims	2	108106	YAKIMA CO TREASURER	1,157.08	2024 MOSQUITO ASSESSMENT
					101 - 543 30 49 00 - MISCELLANEOUS	1,157.08	
1353	03/11/2024	Claims	2	108107	YAKIMA COOPERATIVE ASSN	1,759.31	#2 DIESEL DYED & BULK PROPANE
					001 - 576 80 32 00 - FUEL	1,759.31	
1354	03/11/2024	Claims	2	108108	YAKIMA VALLEY PIPPENS	600.00	2024 PIPPINS POCKET SCHEDULE PANEL ADVERTISING
					128 - 547 10 44 00 - ADVERTISING	600.00	

001 Current Expense Fund	136,429.76	
101 Street Fund	19,852.22	
107 Lodging Tax Reserve Fund	64.92	
108 Tourism Promotion Area Fund	2,595.20	
111 Library & Community Center Fund	246,134.35	
123 Criminal Justice Fund	1,581.88	
128 Transit System Fund	70,739.75	
305 Regional Beltway Connector Fund	48,004.24	
306 Parks Development Reserve Fund	386.83	
321 Street Development Reserve Fund	23,767.87	
401 Water Fund	13,475.18	
402 Garbage Fund	1,488.31	
403 Sewer Fund	11,039.54	
414 Water Deposits	22.95	
630 General State/County-Shared Rev Fund	150.00	
650 YVCRU Fund	15,606.73	
	591,339.73	Claims:
* Transaction Has Mixed Revenue And Expense Accounts	591,339.73	

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## City Council Communication

**Meeting Date:** March 11, 2024  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Advance Travel Vouchers – January, 2024

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**SYNOPSIS:** Advance Travel Vouchers for the month of January, 2024

**RECOMMENDATION:** Request Council to approve Check Nos. 1309 through 1310 in the amount of \$526.25.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Advance Travel Voucher Register



# WARRANT/CHECK REGISTER

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1209	01/23/2024	Claims	638	1309	PAUL K SANDERS	129.50	ATR #1179
1210	01/25/2024	Claims	638	1310	CURTIS J SANTUCCI	396.75	ATR #1180
638 Advance Travel Fund						526.25	
* Transaction Has Mixed Revenue And Expense Accounts						526.25	Claims: 526.25



## City Council Communication

**Meeting Date:** March 11, 2024  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** USDA Voucher – January 2024

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**SYNOPSIS:** USDA Voucher for the month of January 2024

**RECOMMENDATION:** Request Council to approve an EFT in the amount of \$114,307.00.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** USDA Voucher Register

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1213	01/08/2024	Claims	50	EFT	USDA LOAN	114,307.00	CIVIC CENTER CAMPUS 1ST QTR 2024
		001 Current Expense Fund				68,964.00	
		101 Street Fund				1,689.00	
		123 Criminal Justice Fund				36,590.00	
		128 Transit System Fund				1,029.00	
		401 Water Fund				3,347.00	
		402 Garbage Fund				254.00	
		403 Sewer Fund				2,434.00	
						<hr/>	
							Claims: 114,307.00
						114,307.00	



## City Council Communication

**Meeting Date:** March 11, 2024  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Petty Cash Vouchers – December, 2023 through January 2024

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**SYNOPSIS:** Petty Cash Vouchers for December, 2023 through February, 2024

**RECOMMENDATION:** Request Council to approve Voucher No's. 1929 through 1931, in the amount of \$2,111.55 for the month of December, 2023, \$485.15 for the month of January, 2024, and \$120.00 for the month of February 2024.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Petty Cash Voucher Register

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
8098	12/11/2023	Claims	637	1929	WINCO #111	1,763.55	HOLIDAY MEALS
8099	12/14/2023	Claims	637	1930	WINCO #111	348.00	HOLIDAY MEALS
637 Petty Cash Fund						2,111.55	
* Transaction Has Mixed Revenue And Expense Accounts						2,111.55	Claims: 2,111.55

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1211	01/17/2024	Claims	637	1931	WINCO #111	485.15	LEGENDS GRANT
		637 Petty Cash Fund				485.15	
		* Transaction Has Mixed Revenue And Expense Accounts				485.15	Claims: 485.15

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1221	02/21/2024	Claims	637	1932	STACI'S CATERING	90.00	YVCOG MTG JH; JG; JS
1222	02/21/2024	Claims	637	1933	STACI'S CATERING	30.00	YVCOG MTG - JS
637 Petty Cash Fund						120.00	
* Transaction Has Mixed Revenue And Expense Accounts						120.00	Claims: 120.00