

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY APRIL 24, 2023 – 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 April 10, 2023, as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Claim Vouchers – EFT's, and Voucher No. 106347 and 106412 for April 24, 2023, in the amount of \$928,623.34

Advance Travel Vouchers – Check No. 1304 in the amount of \$221.39

III. GENERAL ITEMS

Presentation

Draft Solid Waste Management Plan – Karma Suchan, Yakima County Solid Waste

City Manager

Resolution No. - _____ - Solid Waste Management Plan – Yakima County Solid Waste

Finance & Administration

1. Ordinance No. - _____ - 2023 Budget Amendment - Lodging Tax Advisory Committee
2. Resolution No. - _____ - Professional Services Agreement – Juven Ruiz Garcia
3. Resolution No. - _____ - Personnel Policies Handbook Amendment – Travel Policy

Police

Ordinance No. - _____ - 2023 Budget Amendment- PD Impound and FD Storage Building

Public Works & Community Development

1. Resolution No. - _____ - JUB Engineers, Inc.; Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement – Regional Beltway Connector Project
2. Resolution No. - _____ - WSDOT State Consolidated Grant Program - Operating Grant Agreement #PTD0605
3. Resolution No. - _____ - Set Public Hearing – Amend UGMC Code Chapter 17 - Electric Vehicles
4. Discussion - Valley Mall Blvd / Main Street Crosswalk Timing

IV. 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

V. CITY MANAGER REPORT

VI. COMMUNICATIONS/QUESTIONS/COMMENTS

VII. DEVELOPMENT OF NEXT AGENDA

VIII. ADJOURN REGULAR MEETING



City Council Communication

Meeting Date: April 24, 2023
From: Sharon Bounds, City Manager
Topic/Issue: Presentation – Draft Solid Waste Management Plan – Karma Suchan, Yakima County Solid Waste

SYNOPSIS: Karma Suchan, Manager of Yakima County Solid Waste, will be giving presentation.

RECOMMENDATION: Presentation only.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: April 24, 2023
From: Sharon Bounds, City Manager
Topic/Issue: Resolution – Solid Waste Management Plan – Yakima County Solid Waste

SYNOPSIS: Pursuant to RCW, Yakima County is required to prepare and update the Solid Waste Management Plan and provide a local Moderate Risk Waste Management Plan.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign a Solid Waste Interlocal Agreement with Yakima County Solid Waste.

LEGAL REVIEW: The City Attorney has reviewed the resolution, and agreement.

FINANCIAL REVIEW: N/A.

BACKGROUND INFORMATION: Karma Suchan, Manager of Yakima County Solid Waste, presented the Solid Waste Plan to Council at the April 24, 2023 Council meeting.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Solid Waste Interlocal Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

**IN THE MATTER OF ADOPTING THE 2023 YAKIMA COUNTY SOLID AND
MODERATE RISK WASTE MANAGEMENT PLAN, DATED APRIL 2023.**

WHEREAS, pursuant to the provisions of RCW Chapter 70A.205 and RCW Chapter 70.105, Yakima County is required to prepare and update the Solid Waste Management Plan and provide a local Moderate Risk Waste Management Plan; and,

WHEREAS, incorporated Cities and Towns in Yakima County have designated the County to develop a Solid Waste Management Plan for integrated solid waste management pursuant to an Interlocal Agreement for Solid Waste Management; and,

WHEREAS, the Yakima County Solid Waste Advisory Committee recommends adoption of the 2023 Solid and Moderate Risk Waste Management Plan, and,

WHEREAS, the Washington State Department of Ecology reviewed the draft Solid and Moderate Risk Waste Management Plan and provided comments; and funding for Plan implementation has been approved by the Washington Utilities and Transportation; and,

WHEREAS, the proposed Solid and Moderate Risk Waste Management Plan has been reviewed as a non-project action under SEPA and a Determination of Non-Significance was issued on February 3, 2023; and,

WHEREAS, the adopted Solid and Moderate Risk Waste Management Plan will be submitted to the Washington State Department of Ecology for final approval;

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

The 2023 Yakima County Solid and Moderate Risk Waste Management Plan, is hereby approved and adopted as the Solid and Moderate Risk Waste Management Plan for the City of Union Gap, Washington.

Dated this 24th day of April, 2023.

John Hodkinson, City Mayor

Attest:

Approved as to form:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney

SOLID WASTE INTERLOCAL AGREEMENT

This Agreement is entered into between Yakima County, a political subdivision of the State of Washington and _____, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively.

PREAMBLE

This Agreement is entered into pursuant to Chapter 39.34 RCW for the purpose of cooperative management of solid waste in Yakima County. It is the intent of the parties to work cooperatively in establishing a Solid Waste and Moderate Risk Waste Management Plan pursuant to Chapter 70A.205 RCW and with emphasis on the established priorities for solid waste and moderate risk waste management of waste reduction; waste recycling; energy recovery, incineration, or landfilling of separated waste; and landfilling of mixed wastes. The parties acknowledge their intent to meet or surpass applicable environmental standards with regard to the solid waste system.

1. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

"Landfill" means a disposal facility or part of a facility at which waste is placed in or on land and which is not a land treatment facility, as that term is defined in and may be modified by amendment to RCW 70A.205.015.

"Moderate Risk Waste" means (a) any waste that exhibits any of the characteristics of hazardous waste but is exempt from regulation under this chapter solely because the waste is generated in quantities below the threshold for regulation and (b) any household wastes which are generated from the disposal of substances identified by the department as hazardous household substances, as that term is defined in and may be modified by amendment to RCW 70A.300.010.

"Solid Waste" means all putrescible and non-putrescible solid and semi-solid wastes, including but not limited to garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes abandoned vehicles or parts thereof, and discarded commodities, but shall not include dangerous, hazardous or extremely hazardous waste, as that term is defined in and may be modified by amendment to RCW 70A.300.010.

"Solid Waste Advisory Committee" or SWAC means group formed pursuant to RCW 70A.205.110 and comprised of representatives of unincorporated Yakima County, incorporated cities and towns, industry and businesses appointed by the Board of Yakima County Commissioners.

"Solid Waste Management Plan" means the coordinated comprehensive plan for solid waste management and updates as required by RCW 70A.205.040.

“System” means all facilities for solid waste handling owned, operated or contracted for by the County, and all administrative activities related thereto.

“Waste Recycling” means reusing waste materials and extracting valuable materials from a waste stream.

“Waste Reduction” means reducing the amount or type of waste generated but shall not include reduction through energy recovery or incineration.

II. PURPOSE

The purpose of this Agreement is to establish the respective responsibility of the parties in a solid waste management system which includes, but is not limited to; planning, waste reduction, recycling, and disposal of mixed municipal solid waste, industrial waste, demolition debris and all other waste defined as Solid Waste in RCW 70A.205.015, and as Moderate Risk Waste in RCW 70A.300.010.

III. TERM

This Agreement shall become effective on date of signing by the City and remain in effect for a period of 20 years.

IV. APPROVAL AND FILING

Pursuant to RCW 39.34.050, this Agreement shall be submitted to the Washington State Department of Ecology for its approval as to all matters within its jurisdiction. This Agreement shall be filed with the City Clerk, the Clerk of the Board or Yakima County Commissioners, the Yakima County Auditor, and the Secretary of State of the State of Washington.

V. REVIEW AND RENEGOTIATION

- 5.1** Either party may request review and/or renegotiation of any provision of this Agreement other than those specified in Section 5.2 below during the six-month period immediately preceding the fifth anniversary of the effective date of this Agreement. Such request must be in writing and must specify the provision(s) of the Agreement for which review/renegotiation is requested. Review and/or renegotiation pursuant to such written request shall be initiated within thirty days of said receipt.
- 5.2** Review and/or renegotiation shall not include the issues of System rates and charges, waste stream (flow) control or diversion unless agreed to in writing by both parties.
- 5.3** Notwithstanding any other provision in this paragraph to the contrary, the parties may, pursuant to mutual agreement, modify or amend any provision of this Agreement at any time during the term of said Agreement.

VI. WITHDRAWAL

In the event, following unsuccessful discussion between or among the parties, that a party that has requested review and/or renegotiation of any provision of this Agreement pursuant to Section V determines it is in that party's best interest to terminate its participation in and withdraw from the Agreement, for any reason, then that party may withdraw from the remaining term of the Agreement after final satisfaction and completion of the following two conditions: first, that the withdrawing Party must have prepared and gained approval from the Department of Ecology of its own Solid Waste Management Plan pursuant to RCW 70.95 and related provisions, and including each of the elements identified in Section 9.3 of this Agreement; and second, that the withdrawing party must enter into a written agreement with the County that the withdrawing party will remain responsible to the County for, and will continue to pay to the County when due, the withdrawing party's share of System cost, capital and operating, during the remaining term of this Agreement.

VII. GENERAL OBLIGATIONS OF THE PARTIES

7.1 YAKIMA COUNTY

a. Management. Yakima County shall (1) provide county-wide solid waste management services for waste generated and collected within jurisdictions which are parties to this Agreement and (2) designate disposal facilities for all Solid Waste and Moderate Risk Waste generated and/or collected within the corporate limits of the City.

b. Planning. Yakima County shall serve as the planning authority within Yakima County for Solid Waste and Moderate Risk Waste, but shall not be responsible for planning for hazardous or dangerous waste or any other planning responsibility that is specifically delegated by State or Federal statute.

c. Operation. Yakima County, directly or by its designee, shall be the operating authority for County transfer, processing and disposal facilities (including public landfills, waste reduction or recycling facilities and energy resource recovery facilities) and shall have closure and post-closure responsibilities for landfills which are operated by Yakima County.

d. Collection Services. Yakima County shall not provide solid waste collection services within the corporate limits of the City, unless permitted by law and agreed to by both parties.

e. Support and Assistance. Yakima County shall provide limited support and technical assistance to the City if the City seeks to establish a waste reduction and recycling program compatible with the County waste reduction and recycling plan. The County may develop educational materials related to waste reduction and recycling, Moderate Risk Waste, and strategies for maximizing the usefulness of the materials and will make any such materials available to the City for its use.

f. Facilities and Services. All personal and real property acquired by Yakima County for solid waste management system purposes shall be the property of Yakima County.

7.2 CITY

a. Collection. The City shall be responsible for solid waste collection within the City's corporate limits.

b. Disposal. The City shall (1) designate the System for the disposal of all Solid Waste generated and/or collected within the City and (2) authorize the County to designate disposal facilities for the disposal of all Solid Waste including Moderate Risk Wastes, generated or collected within the corporate limits of the City, except for Solid Waste which is eliminated through Waste Reduction or Waste Recycling activities consistent with the Solid Waste Management Plan. No Solid Waste generated or collected within the City may be diverted from the System without County approval.

c. Compliance. All waste generated or collected from within the corporate limits of the City which is delivered to the System for disposal shall be in compliance with RCW 70A.205 and all other federal, state, and local environmental health laws, rules or regulations.

VIII. COUNTY SHALL SET DISPOSAL RATES AND OPERATING RULES FOR DISPOSAL

In establishing or amending disposal rates for System users, the County may adopt and amend by resolution rates necessary to recover all costs of operating the System, including without limitation the costs of waste planning, handling, processing, disposal, defense and payment of claims, capital improvements, operational improvements, and the closure and post-closure of landfills which are or were operated by Yakima County or for which the County is responsible. The SWAC will provide comments or recommendations to the County in considering system or rate modifications.

IX. SOLID WASTE MANAGEMENT PLAN

9.1 Yakima County is designated to prepare the Solid Waste and Moderate Risk Waste Management Plan (SWMP) and updates, including the incorporated areas of the County pursuant to RCW 70A.205.040.

9.2 The Solid Waste Management Plan will promote waste reduction and recycling goals that meet or exceed the Washington State Solid Waste Management priorities pursuant to Chapter 70A.205 RCW.

9.3 The Solid Waste Management Plan will be prepared in accordance with Chapter 70A.205 RCW and solid waste planning guidelines developed by the Department of Ecology. The plan shall include, but not be limited to:

a. Descriptions of and policies regarding management practices and facilities required for handling all waste types;

- b. Schedules and responsibilities for implementing policies;
- c. Policies concerning waste reduction, recycling, energy and resource recovery, collection, transfer, long-haul transport, disposal, enforcement and administration.
- d. The designation of disposal site(s) for all Solid Waste collected within the incorporated and unincorporated areas of the County.
- e. Capital facilities and infrastructure element.

9.4 The cost of preparation by Yakima County of the Solid Waste Management Plan will be considered a cost of the System and financed out of disposal rates.

X. UNCONTROLLABLE CIRCUMSTANCES

The parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an Uncontrollable Circumstance. "Uncontrollable Circumstance" means any act, event or condition that has had or may reasonably be expected to have a material adverse effect on the rights or obligations of a party to this Agreement, if that act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of that party under this Agreement.

Those acts, events or conditions are the following:

- a. An act of God, hurricanes, tornadoes, epidemic, landslide, lighting, earthquake, volcano eruption, nuclear radiation, fire or explosion, extreme flooding or other extreme and atypical weather condition, an act of public enemy, war, blockade, insurrection, riot, general arrest, or restraint of government and people, civil disturbance or similar occurrence, that directly affect the System;
- b. Failure of any appropriate federal, state or local agency or public or private utility having operational jurisdiction in the County, to provide and maintain and assure the maintenance of any necessary utility;
- c. Appeals by third parties of permits necessary for the construction and/or operation of the System;
- d. A change in law that specifically affects the processing of Solid Waste or Moderate Risk Waste,
- e. Any strike or labor dispute.

XI. COMPLETE AGREEMENT

This Agreement supersedes all prior negotiations, representation and/or agreements between the parties relating to the subject matter of Agreement and constitutes the entire contract between the parties. Any changes or revisions to this Agreement shall be in writing and authorized by both parties.

XII. WAIVER

No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or any subsequent breach whether of the same or a different provision of this Agreement.

XIII. THIRD PARTY BENEFICIARY

This Agreement is not entered into with the intent that it shall benefit any other entity or person except those expressly described herein, and no other such person or entity shall be entitled to be treated as a third party beneficiary of this Agreement.

XIV. SEVERABILITY AND VENUE

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Any action, suit or judicial proceeding for the enforcement of this Agreement shall be brought in Superior Court of the State of Washington in Yakima County, Washington.

V. NOTICE

IN WITNESS WHEREOF this Agreement has been executed by each party on the date set forth below;

CITY:

Mayor

BOARD OF YAKIMA COUNTY COMMISSIONERS:

LaDon Linde, Chair

DATE: _____

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner

DATED:

Attest:

Julie Lawrence, Clerk of the Board *or*
Erin Franklin, Deputy Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney



City Council Communication

Meeting Date: April 24, 2023
From: Karen Clifton, Director of Finance & Administration
Topic/Issue: Ordinance - 2023 Budget Amendment - Lodging Tax Advisory Committee

SYNOPSIS: At their March 28, 2023 meeting, the Lodging Tax Advisory Committee (LTAC) made a motion to amend the 2023 Tourism Promotion Assessment (TPA) budget to pay for costs associated with printing of the 2023 updated *Union Gap Travel Guide*.

RECOMMENDATION: Adopt an ordinance approving a 2023 budget amendment as follows:

Fund	Amount	For
Tourism Promotion Fund (108)	\$2,743	Printing of the 2023 updated Union Gap Travel Guide

LEGAL REVIEW: The City Attorney has reviewed this ordinance.

FINANCIAL REVIEW: There is \$294,855 remaining in the Tourism Promotion Fund.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Ordinance
2. Yakima Valley Tourism Marketing & Advertising Report

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE amending the 2023 budget authorizing an expenditure of \$2,743 from the Tourism Promotion Fund, for costs associated with printing of the 2023 updated *Union Gap Travel Guide*.

WHEREAS, the Lodging Tax Advisory Committee (LTAC) wishes to spend \$2,743 out of the Tourism Promotion fund (108), for costs associated with printing of the 2023 updated *Union Gap Travel Guide*; and

WHEREAS, a 2023 budget amendment is required to cover these expenditures.

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

Section 1. The 2023 Budget is hereby amended to increase the Tourism Promotion Fund (108) by \$2,743, for costs associated with printing of the 2023 updated *Union Gap Travel Guide*.

Section 2. Expenditure of \$2,743 is approved, from the Tourism Promotion Fund (108), for costs associated with printing of the 2023 updated *Union Gap Travel Guide*.

ORDAINED this 24th day of April 2023.

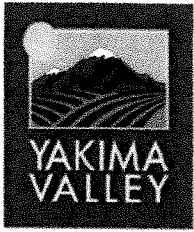
John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney



Yakima Valley Tourism

10 North 8th Street
Yakima, WA 98901

T: 509-575-3010
F: 509-575-6252
800-221-0751

Yakima Valley Tourism for Union Gap Marketing and Advertising Report

We've completed our tentative schedule for photography this year and are bringing on a new photographer, local artist Jennifer Noel (Dagdagan). We're excited to see her work for Union Gap. She'll be photographing a variety of events and businesses, including Old Town Days, Pioneer Power Show, Peppermint Stick, Fruit City and Valley Mall Farmers Market.

Google Analytics 4 has replaced Google Universal Analytics. We are diving into learning this new system and find there are a lot of great features to give us more insight into opportunities to improve the website further.

Our Datafy digital advertising campaign is well underway and exceeding industry benchmarks for click-through rate (CTR). The initial campaign focuses on Union Gap's history experiences. We also have a Facebook campaign running with the same focus. The next phase of Union Gap's Datafy campaign will branch into craft beverage stops near Union Gap with the message to make Union Gap home for a getaway.

Daniel spent the first part of the year updating the Union Gap Travel Guide. It has been printed and is nearly ready for distribution. We'll let Eric know as soon as it's ready for pick up.

Budget Item:

We do have one budget item to present. Costs were higher than anticipated for printing and freight of the updated Union Gap Travel Guide due to increases in costs for paper, etc. The actual cost exceeded the 2023 budgeted figure by \$3,402.12. We actually had a decrease of \$659.04 for in-market distribution costs. This means the actual 2023 travel guide expenses were over budget by **\$2,743**.

We do have a budget item of \$5,000 allocated for promoting any contests and giveaways in addition to the traditional Scenic WA sweepstakes. I recommend re-allocating a portion of those funds to cover the travel guide increase. This still leaves some dollars available in the instance we do run additional contests.



City Council Communication

Meeting Date: April 10, 2023
From: Karen Clifton; Director of Finance & Administration
Topic/Issue: Resolution – Professional Services Agreement – Juven Ruiz Garcia

SYNOPSIS: On occasion, the City has need for a Spanish interpreter and/or translation services to conduct its business. Juven Ruiz Garcia is a certified interpreter/translator, and is willing to provide these services to the City on an as-needed basis.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign a professional services agreement with Juven Ruiz Garcia for interpreter/translation services.

LEGAL REVIEW: The City Attorney has reviewed this resolution and agreement.

FINANCIAL REVIEW: The cost is \$95.00 per hour, on an as-needed basis, which will be taken from the 2023 current expense clerk budget.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Professional Services Agreement – Juven Ruiz Garcia

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a professional services agreement with Juven Ruiz Garcia, for translations and interpreter services.

WHEREAS, the City has the occasional need for Spanish interpreter and/or translation services to conduct its business; and

WHEREAS, the City does not have sufficient staffing or expertise available within the agency to perform the needed services and therefore deems it advisable and desirable to engage the assistance of the contractor to provide the necessary services; and

WHEREAS, the contractor signifies a willingness to furnish these services to the City in a satisfactory and proper manner;

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

The City Manager is authorized to sign an agreement with Juven Ruiz Garcia for translation and interpreter services.

PASSED this 24th day of April, 2023.

John Hodkinson, Mayor

ATTEST:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
JUVEN RUIZ GARCIA
AND
THE CITY OF UNION GAP
FOR
TRANSLATION AND INTERPRETER SERVICES

THIS AGREEMENT is entered into on the date last below written between the CITY OF UNION GAP, a municipal corporation operating under the laws of the State of Washington (“City”), and Juven Ruiz Garcia (“Contractor”), who shall collectively be referred to as the “Parties”.

WHEREAS, the City has the occasional need for Spanish interpreter and/or translation services to conduct its business; and

WHEREAS, the City does not have sufficient staffing or expertise available within the agency to perform the needed services and therefore deems it advisable and desirable to engage the assistance of the Contractor to provide the necessary services; and

WHEREAS, the Contractor signifies a willingness to furnish these services to the City in a satisfactory and proper manner;

NOW, THEREFORE, IN CONSIDERATION of the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Services by Contractor. The City hereby retains the Contractor to perform the professional services described in the scope of work which is attached hereto as Exhibit A, and incorporated herein by reference. The Contractor shall furnish all services and labor necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.
2. Payment.
 - A. The City shall pay the Contractor at the rate(s) set forth in Exhibit A for all services performed and expenses incurred under this Agreement. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the services.
 - B. The Contractor shall maintain time and expense records and provide them to the City, along with invoices for services rendered, in a timely manner and in a format acceptable to the City for work performed to the date of the invoice.

- C. Invoices shall be submitted no more frequently than once per month. All invoices shall be paid by the City within 30 days of receipt of a proper invoice, unless the City gives notice that the invoice is in dispute.
 - D. The Contractor shall keep time, expense, billing, and other business records pertaining to this Agreement available for inspection by City representatives during the Contractor's normal business hours for three (3) years after final payment. Copies shall be made available upon the City's request. The copies will be provided without cost if required to substantiate any billing of the Contractor, but the Contractor may charge the City for copies requested for any other purpose.
 - E. If the services rendered do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the terms of this Agreement. Correction of typographical and other clerical errors made by the Contractor shall be made at no cost to the City. The City may withhold payment for services that do not meet the requirements of this Agreement until such time as the work is corrected.
3. Qualifications. The Contractor shall be certified to interpret by the State of Washington Administrator for the Courts, or the Washington State Department of Social and Health Services, or equivalent.
4. Discrimination and Compliance with Laws.
- A. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstances prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.
 - B. The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.
 - C. Violation of this Paragraph 4 shall be a material breach of this Agreement and grounds for cancellation, termination or suspension of this Agreement by the City, in whole or in part, and may result in ineligibility for further work for the City.
5. Term and Termination of Agreement.
- A. This Agreement shall commence on the date of the last signature to this agreement, and remain in effect until December 31st, 2023, unless sooner terminated or unless the City and the Contractor mutually agree in writing to extend the term of said Agreement.
 - B. This Agreement may be terminated by the City, without cause, upon sixty (60) days written notice. This Agreement may be terminated by the Contractor, without cause, upon sixty (60) days written notice. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Contractor, pursuant to

this Agreement, shall be submitted to the City, and the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination.

6. Notices. All notices affecting the terms of this Agreement shall be in writing and shall be given by U.S. mail, or by email, to the addresses set forth below:

Contractor:

Juven Ruiz Garcia
912 S. 72nd Ave
Yakima, WA. 98908
juvven@live.com

City:

Karen Clifton
Director of Finance and Administration
City of Union Gap
102 W. Ahtanum Road
P.O. Box 3008
Union Gap, WA 98903-0008

7. Ownership of Work Products. The City shall keep the original documents and/or records in each Contractor matter. The Contractor shall possess only secondary, working copies of all documents or recordings developed under this Agreement. Upon notice of termination, consistent with Section 5 above, the Contractor shall complete any outstanding, unfinished matter within 60 days. All documents shall become the property of the City. Upon termination of this Agreement, the Contractor shall return any working copies in their possession, as requested by the City.
8. General Administration and Management. For matters involving both interpreter and translation services, the City shall be responsible for coordinating the work of the Contractor. The parties understand that the Contractor will work independently and without direct supervision and that the only direction provided by the City will be administrative in nature.
9. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the Contractor and the City shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.
10. Indemnification and Insurance. Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

11. City Business License. In the event the Contractor maintains a business location in the City of Union Gap and/or the Contractor's annual gross income from business conducted in the City exceeds \$2,000, the Contractor will be required to obtain a business license allowing him or her to operate a business in the City of Union Gap and shall maintain the business license in good standing throughout the term of this Agreement.
12. Subletting or Assigning Agreement. Neither the City nor the Contractor shall assign or subcontract any rights, duties or interests accruing from this Agreement without the express prior written consent of the other.
13. Exclusivity. This Agreement is not exclusive – both the Contractor and the City may enter similar agreements with other parties as desired.
14. Further Support. The City makes no commitment and assumes no obligations for the support of the Contractor's activities except as set forth in this Agreement.
15. Independent Contractor. The Contractor is, and shall be at all times during the term of this Agreement, an independent contractor. The City shall not be liable for, nor obligated to pay to the Contractor, or any employee of the Contractor, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax or other tax from the payments made to the Contractor which may arise as an incident of the Contractor performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Contractor.
16. Compliance and Governing Law. The Contractor shall, at all times, comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
17. Non-Waiver. Payment for any part of the work or services by the City shall not constitute a waiver by the City of any remedies of any type it may have against the Contractor for any breach of the Agreement by the Contractor, or for failure of the Contractor to perform work required of it under the Agreement with the City. Waiver of any right or entitlement under this Agreement by the City shall not constitute waiver of any other right or entitlement.
18. Litigation. In the event either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Yakima County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right to appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for Yakima County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. Taxes. The Contractor will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the City by law, the same shall be duly itemized on any billings submitted to the City by the Contractor.
20. Entire Agreement. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of April, 2023.

CITY

CONTRACTOR

By: _____
SHARON BOUNDS
City Manager

By: _____
Juven Ruiz Garcia

Approved as to form:

By: _____
JESSICA FOLTZ, City Attorney

EXHIBIT A
SCOPE OF
WORK

1. Scope of Work. The Contractor shall perform all services and provide all goods as identified below.
2. City Direction. All duties shall be performed pursuant to the direction of the City Manager, Director of Finance and Administration, or other designee.
3. Contractor Responsibilities.
 - a. The Contractor agrees to provide Spanish translation and interpreter services to the City on an as-needed basis to conduct its business when needed or required by a funding agency to provide translation of letters, legal documents, public notices or announcements and other similar documents. There may also be a need to provide interpreter services during public meetings, public hearings, and other public outreach needs.
 - b. The contractor shall provide the following interpreter services:
 - i. Travel to and from the meeting location.
 - ii. Provide accurate and complete interpretation of proceedings from English to Spanish and vice versa.
 - c. The Contractor shall provide the following translation tasks:
 - i. Review and translate documents from English to Spanish as requested. The documents may be in the form of letters, contracts, agreements, public announcements, or in any other form.
 - ii. Requests for translation of documents that are marked “urgent” shall be completed and returned to the City within three (3) business days of the request. All other requests shall be completed and returned within seven (7) business days of the request.
 - iii. All work will be conducted at the contractor's facilities.
 - iv. Documents may be provided to the Contractor and returned by the Contractor to the City by electronic means such as e-mail, by mail, or in person.
 - d. Additional services and duties described by new ordinances, regulations, or procedures may be added by written agreement of the parties. At the time additional duties are added, compensation for such duties shall be negotiated in a separate scope of work if necessary.
 - e. The Contractor will work independently and without direct supervision.

4. Scheduling.

- a. Interpreter services will be requested by the City on an as-needed basis. In making

- the request, the City will contact the Contractor to request interpretation services a minimum of seven (7) days prior to the date the interpreter services will be required and will provide the location and time of the event for which services are needed.
- b. Within three (3) business days of receiving a request, the Contractor shall notify the City whether or not they are available to provide the interpretation services.
5. Performance Standard. All duties shall be performed to the City's satisfaction, including, but not limited to, conducting complete and accurate interpretation and translation, and creating a professional and courteous environment for citizens and staff.
 6. Compensation. In consideration of the Contractor performing the services under the Scope of Work, the City agrees to pay the Contractor as follows:
 - a. The City will pay a fee of \$95.00 per hour for interpreter services and a fee of \$95.00 per hour for translation services.
 - b. The Contractor shall maintain time and expense records and provide them to the City, along with invoices for services rendered, in a timely manner and in a format acceptable to the City for work performed to the date of the invoice.
 - c. Invoices shall be submitted no more frequently than once per month. All invoices shall be paid by the City within 30 days of receipt of a proper invoice, unless the City gives notice that the invoice is in dispute.
 - d. Contractor will bill the City a minimum of one hour, regardless if the task takes less than one hour.



City Council Communication

Meeting Date: April 24, 2023
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Resolution – Personnel Policies Handbook Amendment – Travel Policy

SYNOPSIS: It is the desire of the Council to update the travel policy by incorporating an option for employees and Council members who travel, the option to receive an advance travel check for meals, based on per diem, without having to provide itemized receipts.

RECOMMENDATION: Approve a resolution updating the City's Personnel Policies Handbook to include the updated travel policy. The policy is consistent with the per diem guidelines of the United States General Services Administration, and provides the ability to receive an advance travel check for meals, based on per diem, without having to provide itemized receipts.

LEGAL REVIEW: The City Attorney reviewed this resolution and the travel policy update.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: This was discussed at the 4/17/2023 Study Session.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Personnel Policy Handbook, Chapter 9 Travel Policy and Procedures While in Travel Status

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION Eliminating section 4.5 Travel Away From the City, and 4.6, Travel Expense Reimbursement, from the Personnel Policy Handbook, and adding Chapter 9 Travel Policy and Procedures While in Travel Status.

WHEREAS, it is the desire of the City Council to update the current travel policy to be consistent with the per diem guidelines established by the United States General Services Administration;

WHEREAS, the Council also desires to provide employees and council members the option of receiving advanced travel checks for meals while in travel status, based on per diem, without the need to provide itemized receipts; and

WHEREAS, due to the length of the new travel policy, it is necessary to remove the travel policy information out of chapter 4 of the Personnel Policy Handbook, giving it an entire chapter of its own.

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

Section 1. Personnel Policies Handbook section 4.5 Travel Away From the City, and 4.6, Travel Expense Reimbursement, are removed from the Personnel Policy Handbook.

Section 2. Chapter 9 Travel Policy and Procedures While in Travel Status is added to the Personnel Policy Handbook.

PASSED this 24th day of April 2023.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton City Clerk

Jessica Foltz, City Attorney

CHAPTER 9 - TRAVEL POLICY AND PROCEDURES WHILE IN TRAVEL STATUS

9.1 PURPOSE.

To establish policies and procedures related to obtaining travel authorization, advance travel funds, and expenditure or reimbursement for business travel expenses. This policy addresses travel for employees while they are in travel status. Please refer to the most recently adopted City of Union Gap Credit Card Purchasing Policy (See Attachment D) for rules related to business meals or trainings and meetings while not in travel status.

9.2 REFERENCES.

RCW Chapter 42.24, Union Gap Municipal Code, U.S. General Services Administration, and Internal Revenue Service (IRS) Publication 5137 Fringe Benefit Guide.

9.3 DEFINITIONS.

(a) *Commercial Lodging Facility*: A business, non-profit, or governmental entity that provides lodging accommodations for a fee.

(b) *Commute*: Travel between the official residence of the employee and their official station.

(c) *Eligible Meals*: Meals which meet the IRS qualifications for a non-taxable reimbursement to an employee in travel status that requires an overnight stay.

(d) *Incidental Expenses*: Fees and tips given to porters, baggage carriers, hotel and restaurant staff, flight attendants, and others for personal services performed. This is not a miscellaneous expense. An allowance for incidental expenses is included within the per diem rates for the area of travel.

(e) *Official Residence*: The city, town, or other location where a City employee

maintains a residence that is used as their primary domicile, based on items such as voter registration, ownership, or long-term rental of a personal residence, and the permanent address carried in the employee's personnel file.

(f) *Official City Business*: Activities performed by a City employee as directed by his or her supervisor in order to accomplish City programs or as required by the duties of his or her position or office.

(g) *Official Station*: The location where the employee's office is located, or the location where the employee's work is performed on a permanent basis.

(h) *Per Diem*: Allowances for lodging, meals and incidentals as established by the Office of the General Services Administration (GSA) for the area of travel. The most current per diem rates can be found at the following web address: <http://www.gsa.gov>. Per Diem rates include the costs of tax and gratuity.

(i) *Reimbursement*: Can also be interpreted to mean, "Paid for by the City." Eligible expenses need not necessarily be reimbursements to the individual, they can be expenses paid by the City directly to the vendor.

(j) *Travel Expense Voucher*: Official City form used to obtain reimbursement for authorized travel expenses and/or to document expenditure of travel advance funds (See Attachment B). This form is provided by the Finance Department in Excel format.

(k) *Travel Status*: The official status of a traveler when the traveler is away from both the official residence and the official station, exclusive of commuting between the traveler's official station and official residence, on City-related business. The IRS defines this as a time when your duties require you to be away substantially longer than an ordinary day's work, and you need to sleep or rest to meet the demands of your work while away from home. (In almost all cases, this means an overnight stay is involved.)

(l) *Traveler*: A person in travel status who is on official City business.

(m) *Meals While Not in Travel Status*: See the City of Union Gap Credit Card Purchasing Policy (See attachment D).

9.4 **POLICY OVERVIEW.**

It is the policy of the City of Union Gap to reimburse employees for reasonable travel expenses incurred in the conduct of business for the City. Reimbursement for such necessary and reasonable expenses will be made subject to the rules herein by application and upon compliance with this policy and with Chapter 42.24, Revised Code of Washington.

9.5 **RESPONSIBILITIES OF TRAVELERS.**

A traveler on official City business is responsible for:

- (a) Being familiar with City travel and transportation regulations before embarking on travel.
- (b) Exercising the same care in incurring expenses and accomplishing the purposes of the travel that a prudent person would exercise if traveling on personal business. Excess costs, circuitous routes, delays, or luxury accommodations unnecessary or unjustified in the performance of official City business travel are not acceptable.
- (c) Paying any expenses incurred for personal preference or convenience.
- (d) Returning as promptly as possible to either the official station or official residence when the City business is completed.
- (e) Securing prior authorization for travel.
- (f) Preparing the Travel Expense Voucher (See Attachment B), and providing
- (g) appropriate itemized receipts and documentation when required.

9.6 **ADVANCED TRAVEL ARRANGEMENTS REQUIRED.**

All travel arrangements, including but not limited to airline reservations, lodging reservations, conference registration, etc., shall be made in advance to take advantage of any available discounts and to avoid paying premium rates.

9.7 TRAVEL STATUS LIMITATIONS

An employee may be considered to be in travel status when the area of travel is 75 miles or more from employee's official station. Director's may make an exception when the health and safety of travelers is at issue (see *Health and Safety of Travelers* below), when it can be demonstrated that staying overnight is more economical to the City, or when it is necessary for continued attendance at a conference or training.

9.8 HEALTH AND SAFETY OF TRAVELERS

The health and safety of travelers is a top priority in the conduct of travel related activities. It may be necessary to alter travel plans and itineraries in consideration of hazardous inclement weather and other situations that could threaten the health and safety of City employees. When this occurs, travelers should:

- (a) Promptly notify the traveler's supervisor of the change in travel plans.
- (b) Note the reason for any additional expense on the traveler's travel expense voucher.

9.9 EXCESS TRAVEL TIME AND EXPENSES

- (a) Any excess travel time which is brought about by the employee's choice of transportation or other personal reasons will be charged to the employee's leave accrual.
- (b) Any excess travel expenses which are brought about by the employee's personal activities are the responsibility of the traveler. Only those travel expenses directly related to City business are allowed.

9.10 TRAVEL ADVANCES

- (a) Travel Advances will be issued prior to traveling only when a Request for Advance Travel Expenses (Attachment A) is completed with adequate substantiation verifying the date, time, place, and purpose of the trip, as per IRS Per Diem Allowance Rules Publication 5137 (Rev. 2-2020). A copy of the detailed event registration and lodging reservation are required by the City to substantiate the purpose of the trip, and should be submitted to Accounts

Payable one week in advance of the scheduled departure date. Otherwise, out-of-pocket meal expenses will be paid to the employee as a reimbursement, and an Employee Expense Reimbursement Voucher (see Attachment C) must be completed, which will be processed through accounts payable with the next regularly scheduled Council Meeting. Travel advances are not intended for travel tickets, pre-registration fees, lodging and/or other items which can normally be billed to the City, paid through the regular accounts payable system or by City credit card. Employee or credit card reimbursement for eligible expenses will require submission of a Travel Expense Voucher (see Attachment B) **within one week** following return from travel. The traveler must submit a completed, approved Travel Expense Voucher (Attachment B) to substantiate expenditure of the travel advance. Any amount advanced that exceeds the authorized expenditure amount must be reimbursed.

(b) Any unauthorized expenditures that are not reimbursed to the City within 30 days may be withheld from the employee through salary deduction. No advance will be made to an employee who has an advance that is in default. A travel advance is not a personal loan; expenditure of these funds for any purpose other than for official business shall be considered a misappropriation of public funds.

9.11 USE OF CITY CREDIT CARDS

(a) City credit cards are the preferred method of payment for any expenses that cannot be prepaid through the accounts payable process, including airfare, registration, and lodging. Any payments made using a City credit card must comply with the City of Union Gap Credit Card Purchasing Policy (See Attachment D). Original, itemized receipts are required for all credit card purchases, and must be submitted with requests for payment of credit card expenses. Any credit card charges that are not properly documented are the responsibility of the traveler and must be repaid to the City.

(b) As per the City of Union Gap Credit Card Purchasing Policy (See Attachment D), City credit cards may only be used for the following employee travel related expenses:

- (1) Conference and training registration
- (2) Meals (if no per diem advance is issued) - the cost of individual meals shall not exceed the per diem allowance for meals established by the Office of the General

Services Administration for the area of travel.

- (3) Eligible transportation related costs such as parking, ferry, taxi, or airfare
- (4) Lodging
- (5) Emergency City vehicle repairs and other emergent travel related expenses.

(c) City credit cards may not be used:

- (1) For personal use, such as paying any portion of an expense that is the responsibility of the individual. For example, if lodging costs are higher because of an additional guest in the room, only the portion of the lodging cost attributable to the City may be charged to the City credit card.
- (2) For meals that are included with conference registration or lodging.

9.12 TRAVEL EXPENSE VOUCHER

All travel expenses shall be submitted to the Finance Department on a Travel Expense Voucher (Attachment B). If assistance is needed in determining allowable rates, completing forms, etc., Accounts Payable staff will provide the necessary direction. Original, itemized, paid receipts are required for all expenses except meals purchased with per diem allowances. The conference or training registration documentation that indicates the purpose, dates and times of the meeting and details of what is included with registration must be included with the reimbursement request, if not already included with registration payment. An agenda should be attached if one was provided at the conference or training. In the event of an employee or credit card reimbursement, **a fully itemized Travel Expense Voucher must be submitted no later than one week following return from travel status.**

9.13 REGISTRATION

Registration fees should be prepaid through the City credit card or accounts payable. Registrations shall be made in a timely manner to take advantage of early registration discounts. If a check is to be processed, the request for payment shall be submitted in sufficient time to process the registration with regular accounts payable procedures. If it is not possible to prepay registration fees, itemized receipts must be submitted for reimbursement or for documentation of advance funds received.

9.14 **TRANSPORTATION**

Actual costs for bus travel, train travel, taxi, tolls, car rentals, parking fees and air travel are eligible, provided all air travel shall be by coach class, and mode of travel is approved by the City Manager or Department Director. Payment for air travel shall be at actual cost from an airport near the base station to destination and return. Employees are encouraged to take advantage of available discounts, and travel arrangements shall be booked in advance to avoid paying premium fares.

Employees using a personally owned vehicle to travel on City business will be reimbursed at the Internal Revenue Service mileage rate, provided payment will not exceed coach class airfare to and from the same destination.

9.15 **PRIVATELY OWNED VEHICLES – MILEAGE REIMBURSEMENT**

Whenever possible, a City vehicle should be used for employee travel. If an employee must use a personally owned vehicle, mileage will be reimbursed at the Internal Revenue Service rate, provided payment will not exceed coach class airfare to and from the same destination. Daily commute transportation expenses between the employee's official residence and official station is a personal obligation of the employee and is not reimbursable by the City. All other miles driven on official City business are reimbursable, with documentation obtained via Google Maps, MapQuest, or a similar application. Employees who receive a vehicle allowance will not be entitled to mileage reimbursement.

9.16 **LODGING**

Under normal circumstances, payment for lodging is only allowed when traveling 75 miles or more from the employee's official station. (See "Travel Status Limitations" above). Lodging expenses should not be lavish or extravagant, or outside of the range of what a reasonable person would consider appropriate. The actual cost of commercial lodging facility accommodations is eligible for payment or reimbursement. The City will use the actual expense allowance provision of the Federal Travel Regulation 301 – 11.300 (See attachment E). The preferred method of payment for lodging is a City credit card. A copy of the hotel

reservation confirmation must be attached to the back of the Travel Expense Voucher, with information including the dates, times, and purpose of travel. An itemized bill for lodging is required upon return.

(a) The City realizes there may be extenuating circumstances in which it is necessary to allow payment for lodging in an area under 75 miles away. Any exceptions will be evaluated and approved by the City Manager or Department Director.

(b) There may also be instances when it is necessary to pay above the per diem rate for lodging. Any exceptions will be evaluated and approved by the City Manager or Department Director.

9.17 MEALS

Individuals in travel status may be reimbursed for meal expenses, if no per diem was requested in advance, using per diem rates as established by the Office of the General Services Administration (GSA) for the area of travel (no meal receipts are required). The most current per diem rates can be found at the following web address: <http://www.gsa.gov>. Under normal circumstances, payment for travel status meals is only allowed when traveling 75 miles or more from the employee's official station (See "Travel Status Limitations" above).

(a) Employees must be in travel status during the City-defined meal period to be eligible for payment of a particular meal expense. Meal periods are defined as follows:

<i>Meal Allocation</i>	<i>Time Distribution</i>
Breakfast:	6:00 a.m. – 9:00 a.m.
Lunch:	11:00 a.m. – 2:00 p.m.
Dinner:	4:30 p.m. – 8:00 p.m.

(b) Meal allowances will be reduced by the amount of any meal not related to the travel, provided as part of the conference or training, or included with the lodging cost. For these purposes, a meal does not include a complimentary meal or snack served on an airline, or a "continental breakfast" which normally consists of pastries, juice, and coffee.

(c) Partial Day Rate: The partial day rate of 75% of the GSA per diem rate applies for days spent traveling between Union Gap and the destination. This would include arriving at

the destination the night before the training or conference begins. If any training or portion of a conference, seminar, or training takes place on the travel day, the Director may allow a full day of per diem when travel and training fall within **all three** meal allocation timeframes (see examples below):

Example 1: An employee leaves Union Gap at 3:00 p.m. on Monday afternoon, staying the night in Seattle, in order to attend training at 8:00 a.m. on Tuesday morning. They arrive in Seattle at 5:30 p.m. on Monday night. They would be entitled to 75% of the full day per diem rate since their travel did not transpire during **all three** meal allocation timeframes.

Example 2: An employee is in Seattle for training until Thursday. Thursday's training begins at 8:00 a.m. and ends at 5:00 p.m.; traveling back to Union Gap, they arrive at 7:30 p.m. They would be entitled to the full per diem rate because their training and travel transpired during all three meal allocation timeframes.

Example 3: An employee is in Seattle for training until Thursday. Thursday's training begins at 8:00 a.m. and ends at 1:00 p.m.; traveling back to Union Gap, they arrive at 3:30 p.m. They would be entitled to 75% partial day rate since their training and travel did not transpire during **all three** meal allocation timeframes.

(d) The employee may not depart earlier or leave later than necessary, just to meet the meal period requirement. If an employee is not in travel status but is eligible for reimbursement for a meal allowance in accordance with their respective collective bargaining agreement, partaking in a "Business Meal", a "meal with meeting", or overtime meal, those costs will be reimbursed to the employee through accounts payable, unless a City credit card was issued prior to the meeting.

(e) If an employee is not in travel status but is eligible for reimbursement for a meal allowance in accordance with their respective Collective Bargaining Agreement, partaking in a "Business Meal", a "meal with meeting", or overtime meal, those expenses will be reimbursed to the employee through accounts payable. No Travel Expense Voucher should be completed for these meals as they are outside of the scope of this policy (See the City of

Union Gap Credit Card Purchasing Policy – Attachment D, or the respective Collective Bargaining Agreement for information on these types of meal reimbursements).

(f) Ineligible Expenses

The following expenses shall not be paid by the City:

- (1) Travel expenses paid for by any other organization
- (2) Alcoholic beverages
- (3) Meals, lodging accommodations, or any other expenses for family or guests
- (4) Fees for sightseeing tours
- (5) Mileage if traveling as a passenger in a privately owned car
- (6) Trip insurance
- (7) Any personal expenditure for entertainment or other purposes
- (8) Room service or any in-room charges for mini-bar items, movies, etc.
- (9) Fines or Traffic Tickets
- (10) Dry cleaning or laundry
- (11) Pet travel, boarding, care, or supplies
- (12) Theft, loss, or damage to personal property

9.18 CANCELLATION

If travel/training is canceled, the Travel Authorization Form should be voided and returned to the Finance Department as soon as possible with any advanced funds received.

ATTACHMENT A

**CITY OF UNION GAP
REQUEST FOR ADVANCE TRAVEL EXPENSES**

NOTE: All requests for Advance Travel Funds must be submitted one week prior to departure. This request must be signed by the Employee, Department head and City Administrator before a check will be issued.

DATE _____ REQUEST NO. _____

_____ hereby requests approval for travel and expenses on city of Union Gap business for the period of _____ to _____, for the purpose of attending _____ Located at _____.

Amount Requested \$ _____.

I will travel by: private car _____, city vehicle _____, air _____, other _____.

Signature _____

AUTHORIZATION

Department Head Approval _____

City Administrator Approval _____

FOR OFFICE USE ONLY

Check Number Issued _____ Amount _____ Date _____

AMOUNT RUFUNDED _____ Received From _____

Cash Check No. _____ Date _____ Receipt No. _____

REIMBURSED BY: The City of Union Gap Date: _____ Amount: _____

Check No. _____ Receipt No. _____

ATTACHMENT B

TRAVEL EXPENSE VOUCHER

EMPLOYEE NAME _____
 PURPOSE OF TRIP _____ Location - City, State _____
 Date _____ Time _____ Left Official Station _____
 Date _____ Time _____ Returned to Official Station _____

PARKING/TOLLS/TAXI/FUEL

DATE	PAID TO	FOR	Combined Amount
TOTAL			\$0.00

MEALS & INCIDENTAL EXPENSES (15% Max tip/gratuity given to porters, baggage carriers, hotel staff and staff on ships)
Attach itemized receipts if City Credit card used refer to www.gsa.gov for area Per Diem Rates (75% Per Diem for partial day)

DATE	ESTABLISHMENT NAME/'S or note PER DIEM if applicable	Combined Amount
TOTAL		\$0.00

HOTELS/AIRFARE/OTHER ALLOWABLE EXPENSES

DATE	DESCRIPTION	Combined Amount
TOTAL		\$0.00
GRAND TOTAL		\$0.00
MILEAGE (_____ @ _____ PER MILE		
TOTAL EXPENSES		\$0.00
LESS ADVANCE - REQUEST NO _____		
TOTAL DUE CITY		
TOTAL DUE Bankcard		

I, the undersigned, do hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payment has been received by me on account thereof.

Employee Signature _____
 Department Director Approval _____
 City Manager Approval _____

Account Coding _____ Amount _____

ATTACHMENT C

**CITY OF UNION GAP
EMPLOYEE EXPENSE REIMBURSEMENT VOUCHER
(Personnel Policy Manual Chapter 4.7)**

City Use Only
Vendor#
Inv.#/Description

Name _____

Date _____ Department _____

Purpose _____

DATE	PROVIDER	(ITEM) DESCRIPTION	TOTAL

TOTAL EXPENSE DUE EMPLOYEE \$ _____

I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses, incurred by me, and that no payment has been received by me on account thereof.

SIGNED _____

Department Head Approval	_____
City Manager Approval	_____

Account Coding	_____	Amount	_____
Account Coding	_____	Amount	_____
Account Coding	_____	Amount	_____
Account Coding	_____	Amount	_____
Account Coding	_____	Amount	_____

ATTACHMENT D

CITY OF UNION GAP CREDIT CARD PURCHASING POLICY

1. The City's Credit Card May Be Used for City's Business-Related Activities Only. The Following Uses are Prohibited:
 - (a) Personal use,
 - (b) Cash advance, or
 - (c) Employee salary of any type.

2. Travel (While in travel status): Credit cards may be used for official business – related expenditures for hotel, parking, ferry, taxi, meals, gas, airline tickets, conference and class registrations, emergency city vehicle repairs, and other travel related expenses as authorized by the City Manager or Department Director. Cardholder must return itemized receipts within 1 week of travel, unless otherwise approved by the City Manager or Department Director (i.e. employee goes on vacation or is sick after returning from travel).

3. Meals in Non-Travel Status*:
 - a) Business Meals: Meals that are ordinary, necessary, not lavish or extravagant, and an employee of the City must be present at the furnishing of food or beverage (i.e. meals and/or beverages with in-house trainings or meetings).
 - b) Meals While Not Traveling: Meals with meetings or overtime meals; must be substantiated using receipts.

* These meals must be authorized by a Department Director, or the City Manager or Department Director and require a roster of attendees, (if multiple attendees), which includes the names, date, time, and purpose of the meeting,

* The cost of individual meals shall not exceed the per diem allowance for meals established by the Office of the General Services Administration for our area.

4. The Credit Card User Is Financially Responsible for any unauthorized purchases and purchases not supported by appropriate, itemized receipts. In the event that an itemized receipt cannot be provided, the credit card user must provide a memo detailing the items purchased, with their signature attesting to the purchases.

5. If the lack of itemized receipts becomes a regular occurrence for a credit card user, the user will be notified that the City may deduct the amount of disallowed/unauthorized expense(s) from the credit card user's paycheck, at the City Manager or Department Director's discretion.

6. All credit card applications shall be applied for by the Finance and Administration Director.

7. All credit card purchases shall comply with City code, and with all applicable state regulations.
8. The Finance and Administration Department will be responsible for implementing, monitoring, and administering this policy, to include:
 - a) Establishing credit card limits with input from the Department Director,
 - b) Providing training for the users,
 - c) Monitoring purchasing activities,
 - d) Retaining original payment documentation,
 - e) Auditing for compliance with the card agreement and city requirements, and
 - f) Reviewing all instances of lost receipts. Repeat occurrences of lost receipts may result in suspension of credit card privileges.
9. The Cardholder Shall:
 - g) Maintain itemized receipts, sales slips, supplier invoices, packing slips, and other related documents,
 - h) Seek the best price available,
 - i) Follow up on the returned items for appropriate credit,
 - j) Maintain strict security of the credit card(s) and credit card number(s) to prevent theft, loss, and misuse, and
 - k) Resolve any discrepancy with suppliers and/or financial institutions.
10. **Lost or Stolen Credit Card**

In the event of a lost or stolen credit card, employees must immediately notify their director and the Finance and Administration Department.
11. **Credit Card Account Maintenance**

Changes to a Cardholder's name, address, or department, shall be reported to the Finance and Administration Department.
12. **Credit Card Cancellation/Revocation**

Employees are to notify the Finance and Administration Department immediately when a credit card is to be canceled or revoked.
13. Violation of any provision of this policy or any related City policy may subject an employee to disciplinary action up to and including termination.



City Council Communication

Meeting Date: April 24, 2023

From: Gregory Cobb, Chief of Police

Topic / Issue: Ordinance – 2023 Budget Amendment- PD Impound and FD Storage Building

SYNOPSIS: In 2022 the Police Department was authorized to build a storage building to be used jointly by the police and fire departments at the cost of \$235,401.21. The building was to be paid for through the 123 (80%) and 113 funds (20%) based on the space allocated to each department. Due to construction delays the building wasn't finished until this year. The money is still in the 123 and 113 funds, but needs to be reallocated.

RECOMMENDATION: Amend the 2023 budget authorizing the expenditure of \$188,320.97 from the 123 fund and \$47,080.24 from the 113 fund to pay for the storage building approved in the 2022 budget.

LEGAL REVIEW: The City Attorney has reviewed the ordinance.

FINANCIAL REVIEW: There is no impact to the current expense fund. This was originally allocated from the 123 and 113 funds.

BACKGROUND INFORMATION:

ADDITIONAL OPTIONS:

ATTACHMENTS: Ordinance

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE amending the 2023 budget authorizing an expenditure of \$235,401 from the 123 Criminal Justice fund and 113 Fire Truck Reserve fund, for costs associated with the construction of a police department impound and fire department storage building.

WHEREAS, Construction of the police department impound and fire department storage building was supposed to be completed in 2022, but did not take place until 2023 due to construction delays; and

WHEREAS, This expenditure was originally allocated in the 2022 budget, but now needs to be allocated in the 2023 budget; and

WHEREAS, a 2023 budget amendment is required to cover these expenditures.

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

Section 1. The 2023 Budget is hereby amended to increase the 123 Criminal Justice fund by \$188,321, and the 113 Fire Truck Reserve fund by \$47,080, for construction costs associated with the police department impound and fire department storage building.

Section 2. Expenditures of \$188,321 from the 123 Criminal Justice fund, and \$47,080 from the 113 Fire Truck Reserve fund, are approved, for construction costs associated with police department impound and fire department storage building.

ORDAINED this 24th day of April 2023.

John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney



City Council Communication

Meeting Date: April 24, 2023
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Resolution; JUB Engineers, Inc.; Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement – Regional Beltway Connector Project

SYNOPSIS: For your consideration is a Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement between the City of Union Gap and JUB Engineers, Inc. The purpose of this agreement is for JUB Engineers, Inc. to provide the City with Consultant Services in regards to the Regional Beltway Connector Project.

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to sign a Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement for Consultant Services, between the City of Union Gap and JUB Engineers, Inc. in regards to the Regional Beltway Connector Project.

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

FINANCIAL REVIEW:

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. JUB Engineers, Inc. Contract for Consultant Services

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement with JUB Engineers, Inc. for the Regional Beltway Connector Project.

WHEREAS, the City desires to retain the services of JUB Engineers, Inc. to provide Professional Consultant Services during the Regional Beltway Connector Project; and

WHEREAS, JUB Engineers, Inc. is qualified, willing and able to provide services as described in this agreement; and

WHEREAS, JUB Engineers, Inc. is located in Kennewick, Washington; and

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

The City Manager is authorized to sign a Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement for Consultant Services with JUB Engineers, Inc., of Kennewick, Washington for the Regional Beltway Connector Project.

PASSED this 24th day of April, 2023.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: 1

Firm/Organization Legal Name (do not use dba's): J-U-B ENGINEERS, INC		
Address 3611 South Zintel Way Kennewick, WA 99337	Federal Aid Number NHFP-INFRA-STBG-4561(001)	
UBI Number 600 069 551	Federal TIN or SSN Number 82-0290774	
Execution Date April 24, 2023	Completion Date December 31, 2026	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title Regional Beltway Connector Project		
Description of Work This Regional Beltway Connector (RBC) Project will establish a federally classified arterial from Main Street near the Interstate 82 and US 97 Interchange (South Union Gap Interchange) to Ahtanum Road. This new arterial east/west arterial, will provide controlled access through mostly undeveloped commercial and industrial property. The RBC will be constructed in two stages; Stage 2A Longfibre Road to Fullbright Park and Stage 2B Fullbright Park to Main Street/US97. This agreement provides for Stage 2A - Construction Engineering. Supplemental services required to finalize the RBC project. includes Stage 2B Right of Way, Stage 2B Final Design and Stage 2B Construction Engineering.		
<input checked="" type="checkbox"/> Yes 13% (2A CE) <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Total Amount Authorized: \$831,700.00 Management Reserve Fund: 0.00 Maximum Amount Payable: \$831,700.00

Index of Exhibits

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

Agreement Number: 1

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Dennis Henne
Agency: City of Union Gap
Address: 102 W Ahtanum Rd, PO Box 3008
City: Union Gap State: WA Zip: 98903
Email: Dennis.Henne@UnionGapwa.gov
Phone: (509) 249-9206
Facsimile: (509) 249-9292

If to CONSULTANT:

Name: Richard Door
Agency: J-U-B Engineers, Inc.
Address: 3611 South Zintel Way
City: Kennewick State: WA Zip: 99337
Email: rdoor@jub.com
Phone: (509) 783-2144
Facsimile: NA

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

Agreement Number: 1

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

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

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XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Dennis Henne
Agency: City of Union Gap
Address: 102 W Ahtanum Rd, PO Box 3008
City: Union Gap State: WA Zip: 98903
Email: Dennis.Henne@UnionGapwa.gov
Phone: (509) 249-9206
Facsimile: (509) 249-9292

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

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XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

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

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

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

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

Signature

Date

Signature

Date

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

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Exhibit A
Scope of Work

Project No. 07-23-041

See Attached

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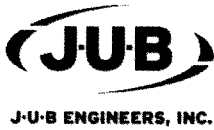


EXHIBIT A

SCOPE OF WORK

PROJECT NAME: Regional Beltway Connector

CLIENT: City of Union Gap

J-U-B PROJECT NUMBER: 07-23-041

SUPPLEMENT TO:

AGREEMENT DATED: 4/25/2023

The referenced Agreement for Professional Services between CONSULTANT (J-U-B ENGINEERS, Inc.) and the AGENCY (City of Union Gap) includes the following provisions regarding the Scope of Work for Construction Administration:

PART 1 - PROJECT UNDERSTANDING

This project will construct a new four lane arterial from the Longfibre Road (Phase 1) to Main Street Intersection with US97 and serve as an east/west corridor. Due to funding availability the original Regional Beltway Connector Phase 2 will be constructed in two stages:

- Stage 2A: Longfibre Road (Phase 1) to Fullbright Park
- Stage 2B: Fullbright Park to Main Street/US97

Stage 2A will be from Lonfibre Road to the north boundary of Fullbright Park and include all roadway work, roundabouts at the intersections, joint bike/pedestrian pathways, and other work to complete the stage.

Stage 2B will be from the north boundary of Fullbright Park to the Main Street Intersection and include the road work, a bridge over the BNSF railway, a roundabout at the Main Street Intersection, joint bike/pedestrian pathways and other work to complete the stage.

CONSULTANT services left to complete Stages 2A and 2B includes the following work:

Regional Beltway Stage 2A - Construction Engineering – Provide project management, inspection, materials testing, and contract administration services for Stage 2A contract. Deliverables include all final construction records, IDRs, as-builts, materials documentation, payment estimates.

Regional Beltway Stage 2B - Right of Way – Provide RW acquisition services including appraisal, negotiation, relocation assistance, document preparation, and recording services. Deliverables include updated RW Plan, appraisals, offer packages, diaries, railroad agreement, relocation plan, and deeds.

Regional Beltway Stage 2B – Final Design – Complete remaining 100% contract preparation for State 2B contract including advertisement and award. Deliverables are Design Documentation Package, 100% Plans, Specifications, and related Contract Documents.

Regional Beltway Stage 2B - Construction Engineering – Provide project management, inspection, materials testing, and contract administration services for Stage 2A contract. Deliverables include all final construction records, IDRs, as-builts, materials documentation, payment estimates. This phase is optional at the City's discretion and would be a future supplement.

The Scope of Work and Fee Proposal in this new agreement includes the Stage 2A Construction Engineering with the other engineering services to be included in future supplements.

The Regional Beltway Connector Stage 2A construction contract provides for the improvement of 1.1 miles of new roadway to include construction of roundabouts. Work shall include clearing and grubbing, removal

of obstruction and structures, roadway excavation and embankment compaction, aggregate bases, HMA, illumination system and permanent signing. Other work includes construction of a diversion structure, cement concrete pavement, curbing and sidewalks, decommissioning of an existing monitoring well.

PART 2 - SCOPE OF WORK

CONSULTANT's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of AGENCY. This scope of work defines the supplemental scope of work for CONSULTANT to provide construction management for this project.

A. Task 010: Project Management

1. Set up project financial and record keeping systems for document retention and project controls.
2. Communication and emails to coordinate CONSULTANT team activities including subconsultants
3. Regularly monitor project status, budget and schedule. Provide monthly reports with invoices.
 1. Deliverables:
 - i. Monthly status reports and invoicing.

B. Task 020: Meetings

1. After the contract is awarded, the CONSULTANT shall arrange a conference with the Contractor. CONSULTANT shall notify the Region Local Programs Engineer of the time and place of the conference. The meeting shall be documented, and copies of the minutes transmitted to the Region Local Programs Engineer, AGENCY, Contractor and CONSULTANT team. At the preconstruction conference, lines of communication and levels of authority will be included items.
2. There will be various meetings requiring CONSULTANT to prepare information, participate in, and document outcomes. Sub-consultant team members shall attend meetings as related to their specific tasks as requested by CONSULTANT. The anticipated meetings are as follows:
 1. The anticipated meetings are as follows:
 - i. Preconstruction Conference
 - ii. On-site Progress Meetings – Assumed weekly
 - iii. Project team meetings – Assume monthly or as needed
 - iv. Substantial completion walk-through
 - v. Final walk-through
 2. Deliverables:
 - i. Agendas, sign-in sheets, and meeting minutes when necessary.
 - ii. Punch List Items.

C. Task 030: Construction Administration

1. Project Records - CONSULTANT will assist the AGENCY with administration of the construction contract with the contractor. Tasks include:
 - i. Verify initial paperwork is complete: Contract, Performance & Payment Bond, Acceptance of Notice of Award, and Acceptance of Notice to Proceed.
 - ii. Check debarment of Prime Contractor and Sub-Contractors.
 - iii. Wage Rate Interviews
 - iv. Prepare letter of substantial completion; review and make recommendation.
 - v. Prepare letter for final inspection; review and make recommendation.
2. Assumptions

- i. Up to 10 months (200 working days) are anticipated to be allowed for the construction contract. Additional fee may be required if construction duration exceeds 10 months.
3. Deliverables
- i. Final Punchlist
 - ii. Maintain project records.
 - iii. Prepare monthly pay requests.
 - iv. Verify Notice of Intents monthly to ensure payment is being made for work by those who have an approved intent on file.
 - v. Receive and review schedules provided by contractor.
 - vi. Collect Monthly Certified Payroll
 - vii. Verify required documents and submittals including certified payrolls have been received prior to acceptance.
 - viii. Prepare and submit Notice of Complete of Public Works Form.
 - ix. After acceptance, verify all releases have been received from: Department of Revenue, Department of Labor & Industries and Employment Securities.
 - x. Project acceptance and Release of Retainage

2. Testing of Materials - CONSULTANT will provide a subconsultant to provide testing of materials for this project. CONSULTANT will coordinate the testing frequencies in accordance with specifications, WSDOT Construction Manual, and project Record of Materials (ROM). CONSULTANT will review test results, report summaries to AGENCY and provide documentation for project records.

Defective Work. Recommend to AGENCY that the Work be disapproved and rejected while it is in progress if CONSULTANT believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1. Assumption

- i. This project is Non-NHS Highway System and therefore does not require a subconsultant meeting the certifications of the FHWA approved qualified tester programs.
- ii. Inspections and Tests. CONSULTANT will make recommendations to AGENCY concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

2. Deliverables

- i. Material records and testing documentation will be tracked ongoing during construction and included in the project records.

3. Submittals and RFI's - CONSULTANT shall review Requests for Approval of Materials (RAM) submitted by the Contractor. Each item will be verified as preapproved on the Qualified Product List (QPL). For materials not covered under the QPL, the Contractor will submit a Request for Approval of Material which will be reviewed to the contract specifications. CONSULTANT will verify the submittal of materials requiring Certificate of Compliance and Material Origin in accordance with the LAG Manual Section 52.3.

CONSULTANT shall review submittals and Requests for Information (RFI). Submittals of shop drawings will be evaluated to the contract plans and specifications as meeting the contract or returned to the contractor requesting additional information or needed corrections to conform. When a question from the contractor on clarification or additional information needed, a written RFI will be submitted. CONSULTANT will answer the RFI and provide additional information if needed for clarity.

4. Shop Drawings and Samples. CONSULTANT shall review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

1. Assumptions:

- i. Contractor's Completion Documents. CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to AGENCY with written comments.
- ii. Substitutes. CONSULTANT will consult with and advise AGENCY concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

D. Task 040 : Onsite Construction Observation

CONSULTANT shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation. CONSULTANT provided RPR includes sub-consultant TRANTECH. CONSULTANT will schedule the RPR coverage to provide full-time observation and when warranted and multiple personnel as necessary based on the Contractor's scheduled activities.

1. The RPR's duties under this scope includes the following:
 1. General. RPR is CONSULTANT's agent at the Site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions.
 2. Schedules. Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with AGENCY concerning acceptability of such schedules.
 3. Conferences and Meetings. When requested by AGENCY to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
 4. Liaison. Serve as CONSULTANT's liaison with CLIENT.
 5. Interpretation of Contract Documents. Report to Project Engineer when clarifications and interpretations of the Contract Documents are needed.
 6. Shop Drawings and Samples. Receive and record date of receipt of reviewed Samples and Shop Drawings.
 7. Modifications. Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to AGENCY. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
 8. Review of Work and Rejection of Defective Work.

- i. Conduct on-site observations of the Work to assist CONSULTANT in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - ii. Report to AGENCY whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise AGENCY of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
2. Periodic Site Visits by Engineer of Record and other staff needed to visit the site at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work.
- 1. Records.
 - i. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - ii. Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to AGENCY
 - iii. Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - iv. Maintain records for use in preparing documentation of the Work.
 - v. Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to AGENCY.
 - 2. Reports.
 - i. Furnish to AGENCY periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - ii. Present to AGENCY proposed Change Orders, Work Change Directives, and Field Orders.
 - iii. Furnish to AGENCY copies of all inspection, test, and system startup reports.
 - iv. Report immediately to AGENCY the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
 - 3. Payment Request: Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to AGENCY, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
 - 4. Certificates, Operation and Maintenance Manuals. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to

the items actually installed and in accordance with the Contract Documents, and have these documents delivered to AGENCY for review.

5. Completion.
 - i. Before issuing a Certificate of Substantial Completion, submit to AGENCY a list of observed items requiring completion or correction.
 - ii. Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
 - iii. Participate in a final inspection in the company of AGENCY and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
 - iv. Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of AGENCY's Final Notice of Acceptability of the Work.

6. Assumptions
 - i. Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for AGENCY against defects and deficiencies in the Work. It is understood and agreed that CONSULTANT shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, CONSULTANT does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.
 - ii. The RPR shall not:
 - (a) Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - (b) Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
 - (c) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
 - (d) Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of AGENCY or contractor.
 - (e) Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
 - (f) Authorize AGENCY to occupy the Work in whole or in part.

E. Task 050: Progress Payments

1. CONSULTANT shall prepare progress estimates on a pre-selected date each month and payment made to the contractor on regular schedule. Measurement and payment for all acceptably completed bid items of work will be in accordance with Standard Specifications. CONSULTANT shall document provide documents that support the payment being made in accordance with WSDOT Construction Manual.

2. **Statement of Intent to Pay Prevailing Wages.** It is the contractor and subcontractors responsibility to work directly with Washington State Department of Labor and Industries (LNI) for approval of the Statement of Intent to Pay Prevailing Wages (SOI) and Affidavit of Wages Paid (AWP). The contractor must submit a copy of the approved SOI form before any payment can be made. CONSULTANT will collect documentation and review for compliance prior to progress payment. Documentation will be retained for the project Final Records.

3. **Assumptions**

Payment recommendations will constitute a representation to AGENCY that, to the best of CONSULTANT's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is CONSULTANT's responsibility to observe the Work.

In the case of unit price Work, CONSULTANT's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, CONSULTANT shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by CONSULTANT to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to CONSULTANT and the Contract Documents. CONSULTANT's review of the Work for the purposes of recommending payments will not impose on CONSULTANT the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. CONSULTANT's review will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by AGENCY; to determine that title to any of the Work, including materials or equipment, has passed to AGENCY free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between AGENCY and contractor that might affect the amount that should be paid.

F. Task 060: Change Orders and Work Change Directives

1. **Change Orders.** CONSULTANT does not have the authority to approve change orders. Prior to the beginning of work at the preconstruction conference, AGENCY will provide their policy for the change orders. CONSULTANT shall recommend to AGENCY Change Orders or Work Change Directives, as appropriate, and prepare required documents for AGENCY's consideration. AGENCY may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

CONSULTANT will advise the contractor that no change order work shall be done prior to approval being given by the appropriate authority, verbal or written. Per the LAG Manual verbal approval requires written documentation including a description of work that adequately describes the extent of the change. Verbal approval must be followed by a written change order. No contract payment shall be made prior to having the written change order approved by the appropriate authority.

CONSULTANT shall provide clarifications and interpretations that could result in Field Orders. CONSULTANT shall recommend to AGENCY necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract

Documents. Based on CONSULTANT's recommendations, AGENCY may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

1. Assumptions:

- i. Any change order affecting DBE's must have WSDOT concurrence prior to executing the change order.
- ii. Disagreements between AGENCY and Contractor. Assist AGENCY in rendering formal written decisions on claims of AGENCY and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, CONSULTANT shall not be liable in connection with any decision rendered in good faith

2. Deliverables:

- i. CONSULTANT shall prepare change order form and provide backup documentation for AGENCY approval.

G. Task 070: Control Surveying

1. The contractor will be responsible for all construction staking. Reference points are shown in the plans and may be sufficient for contractor use. If supplementary control points are needed CONSULTANT may provide at their discretion. CONSULTANT reserves the right to spot-check the contractor's staking as they deem necessary.

H. Task 080: Project Closeout

1. Record Drawings – CONSULTANT shall review contractor provided record drawing information and compare to project records on work limits and changes documented by construction observation and documentation,
2. Substantial Completion - Promptly after notice that contractor considers the Work for this part of the Project is ready for its intended use, in company with AGENCY and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to AGENCY relative to issuance of Certificate of Substantial Completion.
3. Final Inspection – CONSULTANT shall send a request for WSDOT inspection and acceptance to the Region Local Programs Engineer no later than within 15 days of substantial completion of work by the contractor along with a copy of the completion letter that is sent to the contractor.
4. Notice of Physical Completion – Within ten calendar days after physical completion of the work by the contractor, the CONSULTANT shall notify the contractor by letter that the construction is physically complete, and that the project is subject to audit and acceptance by WSDOT. The agency shall diligently pursue closure of the contract.
5. Final Reports – A construction project is considered complete when the items listed in LAG Manual 52.83 have been completed.
 1. Deliverables per LAG Manual 52.83:

- i. Final Estimate
- ii. Comparison of Preliminary and Final Quantities
- iii. Certified Final Bill for Utility Agreement, if applicable
- iv. Final Records (Approving Authority File)
- v. Record of Material Samples and Tests
- vi. Materials Certification
- vii. Affidavit of Wages Paid
- viii. Release for the Protection of Property Owner and General Contractor.
- ix. WSDOT Diversity Management and Compliance System – DMCS

Assumption:

- 2. Per LAG the approving authority's approval of the final estimate will be considered as the Local Agency's acceptance of the project.

PART 3 - AGENCY-PROVIDED WORK AND ADDITIONAL SERVICES

- A. AGENCY-Provided Work – AGENCY is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 - 1. Sewer Design and Sewer Construction Administration
- B. **Additional Services** – AGENCY reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
 - 1. Audits
 - 2. Other engineering or construction services not specifically noted in this agreement.

For internal J-U-B use only:

PROJECT LOCATION (STATE): WA

TYPE OF WORK: City

R&D: No

GROUP: Construction Services

PROJECT DESCRIPTION(S):

- 1. Construction Inspection/Observation (T02)

C. Highway/Interstate/Roadway (H07)

Exhibit B

DBE Participation

TranTech Engineering, LLC is certified by Washington State Office of Minority & Women's Business Enterprises and a DBE firm. See attached Certified Profile.

TranTech's role on this project is defined in the Scope of Work Exhibit A.

TranTech's estimated fee for this project is \$119,700 per Exhibit E

Certification Number: D2W0025137

Agreement Number: 1

Business & Contact Information

BUSINESS NAME	TranTech Engineering, LLC
OWNER	Mr. Khashayar Nikzad
ADDRESS	365 118TH AVE SE STE 100 Bellevue, WA 98005 [map]
PHONE	425-453-5545
FAX	425-453-6779
EMAIL	knikzad@trantecheng.com
COUNTY	King (WA)

Certification Information

CERTIFYING AGENCY	Washington State Office of Minority & Women's Business Enterprises
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
CERTIFIED BUSINESS DESCRIPTION	Trantech Engineering LLC provides services related to the design of transportation infrastructures. These services include structural bridge design and rehabilitation, civil roadway traffic signal design, construction management, and construction inspection.

Commodity Codes

Code	Description
NAICS 541330	Engineering consulting services
NAICS 237310	Construction management, highway, road, street and bridge

Certified Profile

CLOSE WINDOW 

Additional Information

UDBE	Yes
SBE CERTIFICATION	Yes
UBI #	602507862
CERTIFICATION NUMBER	D2W0025137



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6368
www.wsdot.wa.gov

August 23, 2022

Mr. Dennis Henne
Public Works Director
City of Union Gap
PO Box 3008
Union Gap, Washington 98903

**City of Union Gap
Regional Beltway Phase 2 - Stage 2A CM Services
NHFP-4561(001)
DBE Goal**

Dear Mr. Henne:

The WSDOT Disadvantaged Business Enterprise (DBE) and Training program, approved by FHWA, requires the evaluation of each local agency project to determine the feasibility of including goals (See chapter 26 of the Local Agency Guidelines (LAG) manual).

This office applied the criteria and established a **Thirteen percent mandatory** DBE goal for consultants on this project. This evaluation of the DBE goal will remain in effect for 180 days from the date of this letter. If the consultant advertisement date exceeds the 180 days or the cost estimate changes more than twenty percent, the reevaluation of the DBE goal is required.

Please note that failure to receive concurrence to award from Local Programs in accordance with the LAG manual may result in loss of federal participation.

If you have any questions, you can contact me at 360.705.7379, or by email at WonchW@wsdot.wa.gov.

Sincerely,

Digitally signed
by William
Wonch
Date: 2022.08.25
08:49:18 -07'00'

William Wonch
Acting Project Development Engineer
Local Programs

WW:jd:ml

cc: Randy Giles, South Central Region Local Programs Engineer

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

CONSULTANT shall process and adjust GPS observation data via National Geodetic Survey (NGS) On-Line Positioning Users System (OPUS) website and/or Trimble Business Center (TBC).

B. Roadway Design Files

CONSULTANT will use design software typical for roadway design and the specific task. CONSULTANT roadway design software consists of AutoCAD, Civil 3D, Microstation and Inroads.

C. Computer Aided Drafting Files

CONSULTANT uses AutoCAD and/or Microstation for CAD.

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

CONSULTANT will provide electronic files upon request for AGENCY use.

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

CONSULTANT will provide the project base CAD file upon request for AGENCY use.

All electronic deliverables will be pdf file type unless requested otherwise.

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

AGENCY shall provide review comments and funding information. AGENCY will provide any related As-built projects in the vicinity and/or plans prepared by other Consultants relative to the project.

Agreement Number: 1

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

Email and FTP are the common methods for exchanging electronic data. CONSULTANT will either provide a FTP site or cloud based site to download files that are too large for an attachment to email.

A. Agency Software Suite

Adobe PDF
Microsoft Word
Microsoft Excel

B. Electronic Messaging System

CONSULTANT uses Email, Zoom meetings, and MS Teams.

C. File Transfers Format

Adobe PDF
Microsoft Word
Microsoft Excel
ZIP for compressed files

Exhibit D

Prime Consultant Cost Computations

See the attached Estimated Person-Hour Exhibit which provides the work breakdown structure for the tasks described in Exhibit A Scope of Work.

See attached Exhibit D-1 Consultant Fee Determination - Summary Sheet

Agreement Number: 1

ESTIMATED PERSON-HOUR EXHIBIT
Regional Beltway Connector

CLIENT: City of Union Gap

DATE: March 28, 2023

Section: Regional Beltway Connector Stage 2A - Construction

PROJECT TASK		Program Manager - Senior	Program Manager	Project Designer - Lead	CAD Designer - Senior	Senior Construction Manager	Construction Observer - Senior	PFA - Senior	PLS-Discipline Lead	Survey Technician - Lead	Hours
TASK 10	PROJECT MANAGEMENT	86.0	40.0	0.0	0.0	92.0	0.0	16.0	0.0	0.0	0.0
	Set up financial for invoicing	2.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0
	Team communication and emails (40 weeks)	40.0	40.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	0.0
	Subconsultant Management	20.0	0.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	0.0
	Invoices and project status reports (12 mo)	24.0	0.0	0.0	0.0	12.0	0.0	12.0	0.0	0.0	0.0
TASK 20	MEETINGS	42.0	42.0	12.0	0.0	52.0	72.0	0.0	0.0	0.0	0.0
	Preconstruction Conference	4.0	4.0	0.0	0.0	4.0	4.0	0.0	0.0	0.0	0.0
	On-site Progress Meetings – Assumed weekly	10.0	10.0	0.0	0.0	20.0	40.0	0.0	0.0	0.0	0.0
	Project Team Meetings - Assumed monthly	12.0	12.0	12.0	0.0	12.0	12.0	0.0	0.0	0.0	0.0
	Substantial completion walk-through	8.0	8.0	0.0	0.0	8.0	8.0	0.0	0.0	0.0	0.0
	Final walk-through	8.0	8.0	0.0	0.0	8.0	8.0	0.0	0.0	0.0	0.0
TASK 30	CONSTRUCTION ADMINISTRATION	88.0	128.0	24.0	0.0	584.0	0.0	0.0	0.0	0.0	0.0
	Project Records	40.0	0.0	0.0	0.0	320.0	0.0	0.0	0.0	0.0	0.0
	Testing of Materials coordination review and documents	0.0	0.0	0.0	0.0	80.0	0.0	0.0	0.0	0.0	0.0
	Submittals and RFI's	40.0	80.0	0.0	0.0	160.0	0.0	0.0	0.0	0.0	0.0
	Shop Drawings	8.0	48.0	24.0	0.0	24.0	0.0	0.0	0.0	0.0	0.0
TASK 40	CONSTRUCTION OBSERVATION	24.0	48.0	0.0	0.0	48.0	1600.0	0.0	0.0	0.0	0.0
	Resident Project Representative (200 WD)	0.0	0.0	0.0	0.0	0.0	1600.0	0.0	0.0	0.0	0.0
	Periodic Site Visits	24.0	48.0	0.0	0.0	48.0	0.0	0.0	0.0	0.0	0.0
TASK 50	PROGRESS PAYMENTS	12.0	24.0	24.0	0.0	144.0	48.0	48.0	0.0	0.0	0.0
	Document measurements and prepare estimate	12.0	24.0	0.0	0.0	96.0	48.0	0.0	0.0	0.0	0.0
	Review Prevailing Wages & LI submittals	0.0	0.0	24.0	0.0	48.0	0.0	48.0	0.0	0.0	0.0
TASK 60	CHANGE ORDERS	20.0	40.0	0.0	0.0	80.0	0.0	0.0	0.0	0.0	0.0
	Evaluation and documentation of Change Orders	20.0	40.0	0.0	0.0	80.0	0.0	0.0	0.0	0.0	0.0
TASK 70	CONTROL SURVEYING	0.0	0.0	0.0	0.0	2.0	0.0	0.0	6.0	12.0	0.0
	Control for Contractor as needed	0.0	0.0	0.0	0.0	2.0	0.0	0.0	6.0	12.0	0.0
TASK 80	PROJECT CLOSEOUT	36.0	32.0	40.0	20.0	156.0	80.0	0.0	0.0	0.0	0.0
	Record Drawings	4.0	8.0	20.0	20.0	12.0	20.0	0.0	0.0	0.0	0.0
	Substantial Completion	4.0	4.0	0.0	0.0	20.0	20.0	0.0	0.0	0.0	0.0
	Final Inspection coordination WSDOT	4.0	0.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0
	Notice of Physical Completion coord WSDOT	4.0	0.0	0.0	0.0	12.0	0.0	0.0	0.0	0.0	0.0
	Final Records	20.0	20.0	20.0	0.0	100.0	40.0	0.0	0.0	0.0	0.0
TOTAL		308.0	354.0	100.0	20.0	1158.0	1800.0	64.0	6.0	12.0	0.0

Exhibit D-1
Consultant Fee Determination - Summary Sheet
Cost Plus Fixed Fee
Project: Regional Beltway Connector Stage 2A Construction

Direct Salary Cost (DSC):

Classification	Man-Hours	Rates of Pay	Costs
Program Manager - Senior	308.0	\$85.88	\$26,451.04
Program Manager	354.0	\$67.58	\$23,923.32
Project Designer - Lead	100.0	\$38.29	\$3,829.00
CAD Designer - Senior	20.0	\$47.66	\$953.20
Senior Construction Manager	1158.0	\$64.42	\$74,598.36
Construction Observer - Senior	1800.0	\$43.00	\$77,400.00
PFA - Senior	64.0	\$49.56	\$3,171.84
PLS-Discipline Lead	6.0	\$73.38	\$440.28
Survey Technician - Lead	12.0	\$35.30	\$423.60
	0.0	\$0.00	\$0.00
	0.0	\$0.00	\$0.00
	0.0	\$0.00	\$0.00
	0.0	\$0.00	\$0.00
	0.0	\$0.00	\$0.00
Total DSC =			\$211,190.64
Overhead (OH Cost - including Salary Additives):			
OH Rate x DSC	of	176.83%	\$373,448.95
Fixed Fee	Fixed Fee	30.00%	\$63,357.19
Total DSC, OH & Profit			\$647,996.78
Reimbursables:			
Travel and Per Diem			
Per Diem	0	days @	\$0.00
Air Travel	0	trips @	\$0.00
Mileage	13200	miles @	\$0.655
Lodging	0	nights @	\$0.00
			\$8,646.00
Reproduction/Mailing Expenses			
			\$0.00
Equipment			
GPS			
			\$0.00
Reimbursable Sub-Total			\$8,646.00
Subconsultant Costs:			
DBE	TRANTECH		\$119,700
Material Testing			\$55,330
Subconsultant Costs			\$175,030.00
Total			\$831,672.78
Total (Rounded \$100)			\$831,700.00
Total			\$831,700.00
Prepared by: Rick Door		Date: 3/28/2023	



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 27, 2022

J-U-B Engineers, Inc.
2760 W Excursion Lane, Ste 400
Meridian, ID 83642

Subject: Acceptance FYE 2021 ICR – Cognizant Review

Dear Jessica Fisher:

We have accepted your firms FYE 2021 Indirect Cost Rate (ICR) of 176.83% of direct labor (rate includes 0.29% Facilities Capital Cost of Money) based on the “Cognizant Review” from the Idaho Transportation Department. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultanrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit E

Sub-consultant Cost Computations

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

TranTech - See attached Person-Hour Exhibit and Exhibit E cost worksheet

Baer Testing & Engineering, Inc. - See attached rates letter dated 3/27/2023

Agreement Number: 1

**ESTIMATED PERSON-HOUR EXHIBIT
Sub-Consultant TRANTECH**

CLIENT: City of Union Gap
 DATE: March 24, 2023
 Section: Regional Beltway Connector Stage 2A - Construction

		Construction Manager	Construction Inspector	Administrative 3	
		Edit to match Fees Exhibit E==>			
PROJECT TASK		Hours			
TASK 10	PROJECT MANAGEMENT	50.0	0.0	10.0	0.0
	Set up fiancial for invoicing	0.0	0.0	2.0	0.0
	Team communication and emails	40.0	0.0	0.0	0.0
	Invoices and project status reports	10.0	0.0	8.0	0.0
TASK 20	MEETINGS	18.0	18.0	0.0	0.0
	Preconstruction Conference	2.0	2.0	0.0	0.0
	On-site Progress Meetings – Assumed weekly	12.0	12.0	0.0	0.0
	Project Team Meetings - Assumed monthly	4.0	4.0	0.0	0.0
	Substantial completion walk-through	0.0	0.0	0.0	0.0
	Final walk-through	0.0	0.0	0.0	0.0
TASK 30	CONSTRUCTION ADMINISTRATION	0.0	0.0	0.0	0.0
	Project Records	0.0	0.0	0.0	0.0
	Testing of Materials coordination review and documentation	0.0	0.0	0.0	0.0
	Submittals and RFI's	0.0	0.0	0.0	0.0
	Shop Drawings	0.0	0.0	0.0	0.0
TASK 40	CONSTRUCTION OBSERVATION	0.0	832.0	0.0	0.0
	Resident Project Representative	0.0	832.0	0.0	0.0
	Periodic Site Visits	0.0	0.0	0.0	0.0
TASK 50	PROGRESS PAYMENTS	0.0	0.0	0.0	0.0
	Document measuremensts and prepare estimate	0.0	0.0	0.0	0.0
	Review Prevailing Wages & LI submittals	0.0	0.0	0.0	0.0
TASK 60	CHANGE ORDERS	0.0	0.0	0.0	0.0
	Evaluation and documentation of Change Orders	0.0	0.0	0.0	0.0
TASK 70	CONTROL SURVEYING	0.0	0.0	0.0	0.0
	Control for Contractor as needed	0.0	0.0	0.0	0.0
TASK 80	PROJECT CLOSEOUT	0.0	0.0	0.0	0.0
	Record Drawings	0.0	0.0	0.0	0.0
	Substantial Completion	0.0	0.0	0.0	0.0
	Final Inspection coordintion WSDOT	0.0	0.0	0.0	0.0
	Notice of Physical Completion coord WSDOT	0.0	0.0	0.0	0.0
	Final Reocrds	0.0	0.0	0.0	0.0
TOTAL		68.0	850.0	10.0	0.0

Exhibit E
Sub-Consultant TranTech Fee Summary
Cost Plus Fixed Fee
Project: Regional Beltway Connector Stage 2A Construction

Direct Salary Cost (DSC):

Classification	Man-Hours	Direct hourly rates		Costs
		Rates of Pay		
Construction Manager	68.0	\$70.00		\$4,760.00
Construction Inspector	850.0	\$45.00		\$38,250.00
Administrative 3	10.0	\$43.00		\$430.00
				Total DSC =
				\$43,440.00
Overhead (OH Cost - including Salary Additives):				
	OH Rate x DSC	of	130.57%	\$56,719.61
Fixed Fee				
	Fixed Fee	30.00%		-
				Total DSC, OH & Profit
				\$113,191.61
Reimbursables:				
Travel and Per Diem				
	Per Diem	0	days @	\$0.00
	Air Travel	0	trips @	\$0.00
	Mileage	0	miles @	\$0.00
	Lodging	0	nights @	\$0.00
	Auto Lease/Insurance	3	months@	\$1,500.00
	Fuel			\$2,000.00
Reproduction/Mailing Expenses				
		each @	\$0.00	\$0.00
Equipment				
		0.0 hours	\$0.00	\$0.00
				Reimbursable Sub-Total
				\$6,500.00
				Total
				\$119,691.61
				Total (Rounded \$100)
				\$119,700.00
				TranTech Total
				\$119,700.00
Prepared by: Moe Davari				Date: 3/24/2023



Project

Name: Regional Beltway Connector Stage 2A

Date: 3/27/2023

Bid Date: 3/27/2023

Item:	Qty:	Unit Rate:	Total:	Notes:
SOIL/AGGREGATE TESTING AND INSPECTION:				
T99-T180/D698-D1557 Moisture Density Determination (Proctor), each	8	\$ 200.00	\$ 1,600.00	
T27/C136 Sieve Analysis of Aggregates	21	\$ 100.00	\$ 2,100.00	
T176/D2419 - Sand Equivalent, each	14	\$ 100.00	\$ 1,400.00	
T335/D5821 - Fractured Face Count, each	14	\$ 100.00	\$ 1,400.00	
Technician to Perform Soil/Aggregate Density Testing, per hour	210	\$ 55.00	\$ 11,550.00	70 Trips
Technician to Sample Soil/Aggregate, per hour	4	\$ 55.00	\$ 220.00	2 Trips
CONCRETE TESTING AND INSPECTION:				
T22/C39 - Compressive Strength of Concrete Specimens (6x12" or 4x8"), each	160	\$ 25.00	\$ 4,000.00	
Technician to Perform Concrete Testing, per hour	96	\$ 55.00	\$ 5,280.00	32 Trips
Inspector to Perform Rebar Inspection, per hour		\$ 65.00	\$ -	
Technician to Pickup, Process, and Transport Cylinders, per hour	64	\$ 55.00	\$ 3,520.00	32 Trips
ASPHALT TESTING AND INSPECTION:				
T209/D2041 - Theoretical Maximum Specific Gravity (Rice), each	21	\$ 100.00	\$ 2,100.00	
T30-T308/D5444-D6307 - Asphalt Content and Mechanical Analysis of HMA, each	21	\$ 200.00	\$ 4,200.00	
Technician to Perform Asphalt Density Testing, per hour	130	\$ 55.00	\$ 7,150.00	13 Trips
Technician to Pickup and Transport Asphalt Samples, per hour	42	\$ 55.00	\$ 2,310.00	21 Trips
MISCELLANEOUS CHARGES AND COSTS:				
Equipment Charge, per trip	170	\$ 50.00	\$ 8,500.00	
Overtime Surcharge - Before 8AM or After 5PM and Excess of 8 Hours, per hour		1.5 X HOURLY RATE		
Testing Manager, per hour		\$ 95.00	\$ -	
Chief Engineer (PE), per hour		\$ 165.00	\$ -	
Administrative/Clerical, per hour		\$ 50.00	\$ -	
Subcontracted Services, Lump Sum		Cost +15%		
ESTIMATED BUDGET GRAND TOTAL:			\$	55,330.00

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G **Certification Documents**

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
J-U-B ENGINEERS, INC

whose address is

3611 SOUTH ZINTEL WAY, KENNEWICK, WA 99337

and that neither the above firm nor I have:

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

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

J-U-B ENGINEERS, INC.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

J-U-B ENGINEERS, INC.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of CITY OF UNION GAP

I hereby certify that I am the:

Director of Public Works and Community Development

Other

of the City of Union Gap, and J-U-B Engineers or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

Agreement Number:

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

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

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

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

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

J-U-B ENGINEERS, INC.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of The Regional Beltway Connector Project * are accurate, complete, and current as of April 18, 2023 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: J-U-B ENGINEERS, INC.

Signature

Title

Date of Execution***: 4-24-23

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: 1

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number: 1

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number: 1

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



City Council Communication

Meeting Date: April 24, 2023
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution No.- WSDOT State Consolidated Grant Program - Operating Grant Agreement #PTD0605

SYNOPSIS: The City received a Washington State Department of Transportation State Operating Grant thru the Consolidated Grant Program. This grant authorizes funding as identified in the *Move Ahead Washington* budget; for Public Transportation grantees who have adopted, at a minimum, a zero-fare policy that allows passengers 18 years of age and younger to ride free of charge on all modes provided by the agency including paratransit, fixed route, rideshare programs and all others by October 1, 2022

This grant is for the purpose of providing operating funding assistance to sustain the City's existing Dial-A Ride Program, within the City of Union Gap service area.

RECOMMENDATION: Approve a Resolution authorizing the City Manager to execute the WSDOT Consolidated Grant Program - Operating Grant Agreement #PTD0605.

LEGAL REVIEW:

FINANCIAL REVIEW:

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution No.
2. WSDOT Operating Grant Agreement No. PTD0605

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION to authorize the City Manager to sign a Washington State Department of Transportation (WSDOT) Consolidated Grant Program – Operating Grant Agreement #PTD0605;

WHEREAS, Washington State Law provides for Public Transportation Programs and other special proviso funding as identified in the budget through its 2021-2023 biennial appropriations; and

WHEREAS, the State of Washington authorizes funding as identified in the *Move Ahead Washington* budget; and

WHEREAS, eligible Public Transportation grantees who have adopted a zero-fare policy which allows passengers 18 year of age and younger to ride free of charge on all modes provided by the agency; and

WHEREAS, WSDOT’s Public Transportation Division administers the Paratransit, Fixed Route, and Rideshare Programs to provide assistance to agencies for transportation related support of persons with special needs; and

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

Section 1. Be it resolved that the City of Union Gap authorizes the City Manager to sign the WSDOT Consolidated Grant Program – Operating Grant Agreement #PTD0605 with total funding of \$29,266 to provide funding assistance to sustain the City’s Dial-A-Ride Program, within the City of Union Gap.

Section 2. This resolution shall be in effect immediately upon approval.

PASSED this 24th day of April, 2023.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney



**Washington State
Department of Transportation**

Public Transportation Division
310 Maple Park Avenue S.E.
P.O. Box 47387
Olympia, WA 98504-7387

WSDOT Contact: Olivia Meza

WSDOT E-mail: Olivia.meza@wsdot.wa.gov

WSDOT Phone: 360-545-7856

Consolidated Grant Program Operating Grant Agreement		
Agreement Number	PTD0605	Contractor: City of Union Gap 102 West Ahtanum Road Union Gap , WA 98903-1806
Term of Agreement	July 1, 2022 through June 30, 2023	
Vendor #	SW001320800	
UEI	R9B9C53VD1G3	
ALN # / ALN Name	N/A	
Indirect Cost Rate	N/A	
R & D	No	
Service Area	Yakima County	Contact: Dennis Henne Email: dennis.henne@uniongapwa.gov

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Contractor identified above, hereinafter the "CONTRACTOR," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2021, Chapter 333 Section 220 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2021-2023 biennial appropriations to WSDOT;

Whereas the State of Washington in RCW 47.66.140 (2) authorizes funding as identified in the Move Ahead Washington budget; for Public Transportation grantees who have adopted, at a minimum, a zero- fare policy that allows passengers 18 years of age and younger to ride free of charge on **all modes** provided by the agency including paratransit, fixed route, rideshare programs and all others, by October 1st, 2022, and

WHEREAS, the CONTRACTOR has requested funds for the project(s) or program(s) shown under the heading titled "Funding by Project" (hereinafter known as the "Project(s)") which has been selected by WSDOT for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1
SCOPE OF WORK AND BUDGET

Funding by Project

Project Title: Sustain Dial- A- Ride Program

UPIN # PTD0605

Scope of Work: Sustain existing Dial -A-Ride Program

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
Transit Support (CCA)	N/A	100%	\$ 29,266		\$ 29,266
Contractor's Funds	N/A	0%	\$ -		\$ -
Projected Grant Funds	N/A	0%	\$ -		\$ -
Total Project Cost		100%	\$ 29,266	\$ -	\$ 29,266

Budget: *Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2021-2023 biennium.*

Section 2
Purpose of Agreement

A. The purpose of this AGREEMENT is for WSDOT to provide funds to the CONTRACTOR for public transportation services that meet the needs of persons in the State of Washington.

Section 3
Scope of Project

The CONTRACTOR shall undertake and complete the Project described and detailed in Section 1. The CONTRACTOR shall operate the service within the service area described in Section 1, in accordance with the terms and conditions of this AGREEMENT.

Section 4
Term of Agreement

The CONTRACTOR shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled "Term of Agreement" on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT, unless terminated as provided herein.

Section 5

General Compliance Assurance

The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's *Consolidated Grants Program Guidebook*, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://www.wsdot.wa.gov/transit/grants/apply-manage-your-grant>, which by this reference is fully incorporated herein.

Section 6
Contractor's Share of Project Costs

A. The Total Project Cost shall not exceed the amounts detailed in Section 1. The CONTRACTOR agrees to expend eligible funds, together with any Contractor's Funds allocated for the Project, in an amount sufficient to complete the Project. The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Section 1. If at any time the CONTRACTOR becomes aware that the cost of the Project will exceed or be less than the amount identified in Section 1, the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in Section 6(A), shall preclude the requirements specified in Section 7 (B) for payments at the end of the biennium.

B. **Minimum Match:** The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in Section 1, indicated as Contractor's Funds.

Section 7
Reimbursement and Payment

A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in Section 9 –Reports may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

B. **State Fiscal Year End Closure Requirement (RCW 43.88):** The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period in which the work was performed. As defined in RCW 43.88, the state fiscal period starts on July 1 and ends on June 30 the following year. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the expenses to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 8 Assignments and Subcontracts

A. The CONTRACTOR shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as Section 5, Sections 8 through 18, Section 21 and Section 24 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 9 Reports

A. The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook. Those reports include, but are not limited to:

1. Project Passenger Trips Provided
2. Project Service Hours Provided
3. Project Revenue Service Miles Provided
4. Narrative Progress Report
5. Financial Status/Summaries of the Project.

B. This subsection applies only to projects that are receiving Transit Coordination, Tier, or Regional Mobility grant funds. In addition to the requirements from subsection A, the CONTRACTOR shall submit a mutually agreeable Performance Measurement Plan to WSDOT.

C. **Remedies for Misuse or Noncompliance.** If WSDOT determines that the Project has been used in a manner materially different from Section 1, WSDOT may direct the CONTRACTOR to repay WSDOT the State funded share of the Project. WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to materially comply with any provision of this AGREEMENT.

Section 10

No Obligation by the State Government

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 11

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 12

Ethics

A. **Relationships with Employees and Officers of WSDOT.** The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall CONTRACTOR knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.

B. **Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

Section 13

Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violate state or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

Section 14

Environmental Requirements

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA).

Section 15

Accounting Records

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. **Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 16

Audits, Inspection, and Retention of Records

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.

C. **Inspection.** The CONTRACTOR agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 17

Labor Provisions

Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek CONTRACTOR will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

Section 18

Changed Conditions Affecting Performance

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 19

Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support coordination of special needs transportation in the state. As a condition of assistance, the CONTRACTOR is required to participate in local coordinated planning as led by CONTRACTOR's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of

physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.
Transit Projects and Regional Mobility Grant funded projects are explicitly excluded from the provisions of Section 19 – Coordination of Special Needs Transportation.

Section 20 Disputes

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Section 21 Termination

A. **Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;

4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or

5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;

6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;

2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;

3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or

4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

E. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

Section 22

Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 23

Lack of Waiver

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

Section 24

Limitation of Liability

A. The CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the CONTRACTOR, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 25

Agreement Modifications

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that

changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, PIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of the revision in writing.

**Section 26
WSDOT Advice**

The CONTRACTOR bears complete responsibility for the administration and success of the Project as defined by this AGREEMENT and any amendments thereto. If the CONTRACTOR solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the CONTRACTOR for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

**Section 27
Venue and Process**

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

**Section 28
Subrogation**

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such reasonable action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to intentionally prejudice the rights of WSDOT.

C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

**Section 29
Counterparts**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

**Section 30
Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the CONTRACTOR has authority to make, and neither WSDOT nor the CONTRACTOR shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

**Section 31
Severability**

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

**Section 32
Order of Precedence**

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. Federal law
2. Exhibit I, Federal Provisions, if applicable
3. State law
4. This AGREEMENT
5. The Guidebook

**Section 33
Execution**

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

**Section 34
Binding Agreement**

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year signed last below.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

Brian Lagerberg, Director
Public Transportation Division

Authorized Representative

Title

Print Name

Date

Date



City Council Communication

Meeting Date: April 24, 2023
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Resolution - Set Public Hearing – Amend UGMC Code Chapter 17 - Electric Vehicles

SYNOPSIS: A Public Hearing, to consider oral and written comments regarding amending Union Gap Municipal Code Chapter 17 – Electric Vehicles, is required prior to the City amending and adopting.

RECOMMENDATION: Approve a resolution setting a public hearing, to consider amending UGMC Code Chapter 17 - Electric Vehicles, on May 22, 2023 at 6:00 p.m.

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Public Hearing Notice

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** setting a public hearing to consider amending Union Gap Municipal Code Chapter 17 – Electric Vehicles.

WHEREAS, the City Council for the City of Union Gap is considering amending Union Gap Municipal Code Chapter 17– Electric Vehicles; and

WHEREAS, the City Council desires to set a public hearing to consider amending Union Gap Municipal Code Chapter 17– Electric Vehicles; and

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

Section 1. That there shall be a public hearing to consider amending Union Gap Municipal Code Chapter 17– Electric Vehicles before the City Council of the City of Union Gap, Washington, at its regularly scheduled meeting to be held on the 22nd day of May, 2023 at 6:00 p.m.

Section 2. This resolution shall be in effect immediately upon approval.

PASSED this 24th day of April, 2023.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney

***NOTICE OF PUBLIC HEARING
CITY OF UNION GAP, WASHINGTON***

NOTICE IS HEREBY GIVEN that on Monday, May 22, 2023, at 6:00 p.m., or as soon thereafter as possible, the Union Gap City Council will conduct a public hearing. The purpose of the hearing is to receive comments on proposed amendments to Union Gap Municipal Code Chapter 17 – Electric Vehicles.

At the conclusion of the Public Hearing, the Council will make a final determination concerning proposed amendments. Comments may also be emailed to the City Clerk at Karen.Clifton@uniongapwa.gov or mailed to P.O. Box 3008, Union Gap, Washington, 98903 prior to 5:00 p.m. May 22, 2023.

DATED this 24th day of April, 2023.

Karen Clifton, City Clerk



City Council Communication

Meeting Date: April 24, 2023
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Discussion - Valley Mall Blvd / Main Street Crosswalk Timing

SYNOPSIS: At the April 10, 2024 Council meeting, the timing of the crosswalk signal at the intersection of Valley Mall Blvd. and Main Street was discussed. The City has received a response from WSDOT regarding the signal.

RECOMMENDATION: Discussion only.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 4/13/2023 Email from WSDOT Regarding Crosswalk Signal

Clifton, Karen

Subject: FW: VMB/Main - Pedestrian Crossing Time

From: Hale, Robert

Sent: Thursday, April 13, 2023 3:44 PM

To: Henne, Dennis <Dennis.Henne@uniongapwa.gov>

Subject: VMB/Main - Pedestrian Crossing Time

Dennis,

WSDOT policy is to use a 3.5 feet per second walk speed to determine the flashing don't walk time. Also, the total of the walk time (typically 7s but can be as low as 4s in some cases) plus the flash don't walk time must allow a pedestrian moving at 3.0 feet per second to walk from the ped button to the far side of the crossing. The flash don't walk calculation is done first and then if the combined FDW/Walk calc requires more time, the additional time is added to the Walk time. To clarify, pedestrians are permitted to cross both during the walk time and the flash don't walk time.

I verified the distance and calculated the total required time is correct in the current timing plan.

Please let me know if you have any further questions.

Thank you,

Robert Hale

Signal Operations Engineer

WSDOT South Central Region

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
April 10, 2023, Regular Meeting
MINUTES

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

Council Members Present Council Members Galloway, Schilling, and Dailey were present. Council Member Hansen attended virtually via ZOOM.

Staff Present City Manager Bounds, City Attorney Foltz, Police Chief Cobb, Fire Chief Markham, Public Works and Community Development Director Henne, Civil Engineer Dominquez, and Finance and Administration Director Clifton were present.

Audience Present See attached list.

Pledge of Allegiance Mayor Hodkinson led the pledge of allegiance.

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

Regular Council Meeting Minutes dated March 27, 2023, as attached to the Agenda and maintained in electronic format.

Special Council Meeting Minutes dated March 27, 2023, as attached to the Agenda and maintained in electronic format.

Special Council Meeting Minutes dated March 28, 2023, as attached to the Agenda and maintained in electronic format.

Payroll Vouchers – EFT’s, and Voucher Nos. 106266 through 106273 for the Month of March 2023, in the amount of \$447,295.09.

Claims Vouchers – EFT’s, Voucher No. 106274 through 106346 for April 10, 2023, in the amount of \$891,228.72.

USDA Loan – EFT for April 10, 2023 in the amount of \$117,307.00

Motion carried unanimously.

General Items

Presentation

Annual Report – Chris Wickenhagen, YVCOG Executive Director

YVCOG Executive Director, Chris Wickenhagen presented the 2022 Annual Report. Wickenhagen stated that an Outstanding Service Award had been presented to Sheriff Udell and Chief Dan Christman of Selah, for their efforts presenting to the Local Crime Lab and its benefits. Chief Cobb was also a huge asset, helping to lead quite a bit of the discussions, and she would like to personally thank him as well. Wickenhagen explained the purpose of YVCOG, being a third party representative of surrounding local government bodies. YVCOG is the Federal and State designated Transportation planning organization for the Yakima Valley prioritizing projects of the Transportation plan over the next 40 years. The second program is the Land use Planning program, such as annexations, subdivisions, and rezones. Currently working on Housing action plans, which has \$4,000,000,000 coming from Legislative reaction to the housing Crisis. Wickenhagen then explained efforts on Community Law Enforcement Program (CLEP) Outreach, a Community Development Block Grant for Senior Assistance, and a Health & Housing Grant. Wickenhagen gave a Local Crime Lab Update, and anticipates a staff start date of May 1, 2023.

Excuse Council Members

Motion by Council Member Schilling, second by Council Member Dailey to excuse Council Members Murr and Wentz. Motion carried unanimously. Due to possibly not having a quorum if Council Member Hansen didn't attend via ZOOM tonight, Council Member Schilling asked if Council Members are going to be absent, they let the City Manager know by the previous Monday.

City Manager

Resolution No. – 23-19 – Amendment to Professional Services Agreement – Brown & Rio, PLLC

Motion by Council Member Galloway, second by Council Member Dailey to approve Resolution No. – 23-19 – Authorizing the City Manager to sign an Amendment to the Professional Services Agreement with Brown & Rio, PLLC, for City Attorney services which changes the name of the service provider to Rio Foltz, PLLC. Motion carried unanimously.

Finance & Administration

Resolution No. – 23-20 – Professional Services Agreement – ALBA

Finance and Administration Director explained that one of two agreements is being brought to Council for approval to expedite the availability of services, but with the understanding of an insurance

Enterprises

requirement after the end of this year to continue the contract. Council Member Schilling inquired about the 7 day notice requested in the contract. Clifton replied that might not always be possible, but will give them as much notice as possible; they agreed they would come if available. Regarding the insurance issue, City Attorney Foltz stated there is indemnification language in this contract, so they would be required to hold us harmless in the event of a lawsuit. Foltz also said the language regarding the amount of prior notice required could be modified if needed.

Motion by Council Member Dailey, second by Council Member Galloway to approve Resolution No. 23-20 – authorizing the City Manager to sign a professional services agreement with ALBA Enterprises, DBA Language Connection, for translations and interpreter services. Motion carried unanimously.

Public Works & Community Development

Resolution No. – 23-21 – HLA Amendment No. 1 to Task Order 2022-02 Regional Beltway Area Utilities Extension Project

Motion by Council Member Dailey, second by Council Member Galloway to approve Resolution No. – 23-21 – authorizing the City Manager to sign Amendment No. 1 to Task Order No. 2022-02 with HLA Engineering and Land Surveying, Inc. as it relates to the Regional Beltway Area Utilities Extension project. Motion carried unanimously.

Resolution No. – 23-22 – Set Public Hearing – Six Year Transportation Improvement Program (2024-2029)

Motion by Council Member Schilling, second by Council Member Galloway to approve Resolution No. – 23-22 – setting a public hearing to consider the Six-Year (2024-2029) Transportation Improvement Plan. Motion carried unanimously.

Items from the Audience

Teresa Charvet addressed the Council regarding cross walks on Valley Mall Boulevard and Main Streets needing. She feels the walk time needs to be increased. Public Works and Community Development Director Henne replied explaining how they work, but will look at them. Council Member Schilling stated she has received calls and has witnessed people turn around and go back to the sidewalk instead of completely crossing the street.

Friends of the Union Gap Library and Community Center member, Benine McDonnell distributed a flyer regarding their upcoming meeting, stating they obtained one million dollars toward the finishing of the Library and Community Center, and are required to have meetings where comments are taken. She explained the

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – April 10, 2023

City Manager Report

upcoming events of a meeting, of April 11, 2023 at 5:00 p.m, at the Union Gap School.

City Manager Bounds stated a revised travel Policy will be brought to Council at the next meeting; working with USDA and Friends of the Library in securing the use of funding, and an agreement with the Friends of the Library outlining who does what relating to that funding will come before Council at some point; our Attorney is working with Yakima Regional Library to negotiate a contract with them; will need to discuss a facilities use policy for the new Community Center; hoping to bring a language access plan, also known as a limited English plan, to Council, and explained what that would be.

Communications/Questions/
Comments

None.

Development of next
Agenda

None.

Adjournment of Meeting

Mayor Hodkinson adjourned the April 10, 2023 regular Council Meeting at 7:00 p.m.

ATTEST:

Sharon Bounds, City Manager

Karen Clifton, City Clerk

CITY OF UNION GAP
 REGULAR UNION GAP COUNCIL MEETING

SIGN IN SHEET

6:00 P.M. - April 10, 2023

NAME (Please Print) (Date) ADDRESS

NAME (Please Print)	(Date)	ADDRESS
Theresa Charvet	4/10/2023	4th St.
Helen Conatsky		Athens
Chris Wickenbagen	4/10/2023	410
Leda Galloway	4-10-23	271-5th St
Chong Meese	4/10/23	
Benne McDonnell	"	Yakima



City Council Communication

Meeting Date: April 24, 2023
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – April 24, 2023

SYNOPSIS: Claim Vouchers Dated April 24, 2023

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 106347 through 106412, in the amount of \$928,623.34.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

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

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 10:05:36 Date: 04/19/2023

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2042	04/06/2023	Claims	2	EFT	MERCHANT SERVICES	66.43	CREDIT CARD PAYMENT FEE 04/05/2023
2055	04/07/2023	Claims	2	EFT	US BANK - CHECKING	26.00	INVESTMENT MAINT. FEE - 03/2023
2056	04/07/2023	Claims	2	EFT	MERCHANT SERVICES	29.85	CREDIT CARD PAYMENTS FEE - 04/05/23
2079	04/10/2023	Claims	2	EFT	MERCHANT SERVICES	247.57	CREDIT CARD PAYMENTS FEES - 04/06 - 04/07
2108	04/24/2023	Claims	2	EFT	WA STATE DEPT OF REVENUE	14,491.45	EXCISE TAX - 03/2023
2123	04/12/2023	Claims	2	EFT	MERCHANT SERVICES	122.62	CREDIT CARD PAYMENTS FEE - 04/11/2023
2144	04/13/2023	Claims	2	EFT	MERCHANT SERVICES	75.61	CREDIT CARD PAYMENTS FEE - 04/12/23
2145	03/14/2023	Claims	2	EFT	US BANK - CHECKING	404.68	ANALYSIS FEE - 02/2023
2171	04/14/2023	Claims	2	EFT	MERCHANT SERVICES	33.57	CREDIT CARD PAYMENTS FEE - 04/13
2206	04/17/2023	Claims	2	EFT	MERCHANT SERVICES	89.18	CREDIT CARD PAYMENTS FEE - 04/14 - 04/15
2220	04/24/2023	Claims	2	EFT	CENTURY LINK - LD	65.58	LONG DISTANCE - 04/2023
2221	04/24/2023	Claims	2	EFT	CENTURY LINK	436.55	FIRE DEPT - 04/2023; SENIOR CENTER - 04/2023; CIVIC CENTER PHONE & FAX LINE - 04/2023
2222	04/24/2023	Claims	2	EFT	OFFICE DEPOT-PD	359.69	1" WHITE BINDER, PAPER CLIPS & RETURN OF 1" WHITE BINDER; COPY PAPER; LEGAL PADS, 3"X3" POST-IT STICKY NOTES & BLACK GEL PENS
2223	04/24/2023	Claims	2	EFT	SPECTRUM ENTERPRISE	132.45	CIVIC CENTER TV SERVICE - 04/2023
2224	04/24/2023	Claims	2	EFT	US BANK CARDMEMBER SVC	7,042.10	BANK DEPOSIT STAMP; CHAMBER MTG 03/29/2023 - PUBLIC SAFETY CONVERSATION - BOUNDS & HODKINSON; HANDBOOKS OF WASHINGTON CRIMINAL AND TRAFFIC LAWS - 2023 EDITION; PD VEH REGISTRATION/LICENSING - VIN #'S;
2041	04/06/2023	Claims	2	106347	MERCHANT SERVICES		SHOULD BE EFT - Voided
2225	04/24/2023	Claims	2	106348	ABSOLUTE COMFORT TECHNOLOGY	595.10	APPLICATION #3 - CODENSATE SWITCH FOR CIVIC CENTER BOILER
2226	04/24/2023	Claims	2	106349	AMAZON CAPITAL SERVICES, INC	189.83	PAGE-UP COLOR PLUS DOCUMENT HOLDER & CASH REGISTER RECEIPT PAPER; PWR STRIP SURGE PROTECTOR, KEYBOARD WRIST REST, ADVIL & CASH REG RECEIPT PAPER; AIIBE 32 GB USB FLASHE DRIVES & KEXIN 64 GB USB FLASH
2227	04/24/2023	Claims	2	106350	ATLAS STAFFING INC	2,077.44	SEASONAL PARKS - WEEK WORKED 04/01/2023 - T. CARLS; SEASONAL PARKS - WEEK WORKED 04/08/2023 - T. CARLS
2228	04/24/2023	Claims	2	106351	BENZ AIR ENGINEERING COMPANY, INC.	6,841.96	FIRE ENG MAGNA TRACK EXTRACTION UNIT, HOSE ASSEMBLY & BALANCER CORD
2229	04/24/2023	Claims	2	106352	BORARCHITECTURE, PLLC	13,344.61	ARCHITECTURAL SVCS - LIBRARY/COMMUNITY CENTER - 03/2023

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2230	04/24/2023	Claims	2	106353	ROGELIO BRAMBILA	150.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL 04/16/2023 - RESERVATION #5243
2231	04/24/2023	Claims	2	106354	BROADWAY IRRIGATION CO.	55.00	2023 ANNUAL IRRIGATION WATER ASSESSMENT
2232	04/24/2023	Claims	2	106355	CASCADE FIRE & SAFETY	111.51	FIRE ENGINE - QHD OIL SEAL
2233	04/24/2023	Claims	2	106356	CASCADE NATURAL GAS CORP	2,054.66	CIVIC CAMPUS - 03/2023; FIRE DEPT - 107 W. AHTANUM ROAD - 03/2023 & FIRE DEPT - 3007 2ND STREET - 03/2023; 4401 1/2 MAIN STREET & 4401 MAIN STREET #2 - 03/2023
2234	04/24/2023	Claims	2	106357	CENTERPOINT LANGUAGE SERVICES	130.00	2022 INTERPRETING SERVICES - PUBLIC DEFENDER D. POLAGE - CASE #1A0292822
2235	04/24/2023	Claims	2	106358	CENTRAL WA AG MUSEUM	6,236.14	GENERAL MGR SVC - 03/2023 - P. STRATER & C. REESE; AG MUSEUM UTILITIES - 03/2023
2236	04/24/2023	Claims	2	106359	CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	SFP SALES/MARKETING - 04/2023
2237	04/24/2023	Claims	2	106360	CHRISTENSEN, INC.	2,082.59	PD FUEL - 04/01/2023 - 04/15/2023
2238	04/24/2023	Claims	2	106361	CI SHRED	243.85	PD SHRED SERVICE - 03/2023; CITY HALL SHRED SERVICE - 03/2023
2239	04/24/2023	Claims	2	106362	CINTAS CORP #605	66.85	CIVIC CENTER & PD MAT SERVICE - 04/07/2023
2240	04/24/2023	Claims	2	106363	CLASSIC CAR WASH	64.00	CAR WASHES - 03/2023
2241	04/24/2023	Claims	2	106364	CLIFF'S SEPTIC SERVICE	67.74	RENT-HANDICAP - AHTANUM YOUTH PARK & FULLBRIGHT PARK - 03/01/2023 - 03/07/2023
2242	04/24/2023	Claims	2	106365	LINDA COFFEY	150.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 04/08/2023
2243	04/24/2023	Claims	2	106366	CORE & MAIN LP	4,439.95	4TH AVENUE WATER SERVICE SUPPLIES
2244	04/24/2023	Claims	2	106367	EUROFINS MICROBIOLOGY LABORATOIRES, INC	552.45	Y_DW-COLILERT COMPLIANCE - W.O. #YDD0043 - 04/03/2023; WASTEWATER SAMPLING - 03/21/2023
2245	04/24/2023	Claims	2	106368	FRANK'S POINT S	199.97	FLAT REPAIR - BACKHOE #3009; TRAILER TIRE REPLACEMENT
2246	04/24/2023	Claims	2	106369	GENE WEINMANN CONSULTING	253.43	CDBG COORDINATOR, SUPPLIES & POSTAGE
2247	04/24/2023	Claims	2	106370	GRANT J HUNT COMPANY	4,000.00	DESIGN & MARKETING - 04/2023
2248	04/24/2023	Claims	2	106371	GRAY & OSBORNE, INC.	8,357.46	PROF ENGINEER SVCS - 02/26/2023 - 03/25/2023 - GOODMAN PL CONSTRUCTION MONITORING
2249	04/24/2023	Claims	2	106372	HLA ENGINEERING & LAND SURVEYING INC	22,092.09	PROFESSIONAL ENGINEER SERVICES - 03/01/2023 - 03/31/2023

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2250	04/24/2023	Claims	2	106373	HYUNDAI OF YAKIMA	674.87	LOF - VEH #'S 10, 220, 15, BULB REPLACEMENT - VEH #10 & TIRE ROTATION - VEH #15; LUBE, OIL/FILTER, TIRE ROTATION & FLUSH TRANSMISSION - VEH #119; LUBE, OIL & FILTER - VEH #5
2251	04/24/2023	Claims	2	106374	JOHN DEERE & COMPANY	69,379.27	JOHN DEERE MOWERS, TURF WHEELS, MULCH KIT, LIFT ARMS & JOHN DEERE GATOR
2252	04/24/2023	Claims	2	106375	JV1 CONSTRUCTION, LLC	258,906.58	REPLACE FIRE EXTRACTOR @ FIRE DEPT; CONSTRUCTION & CHANGE ORDERS FOR 30'X60' POLE BLDG @ 3007 2ND STREET
2253	04/24/2023	Claims	2	106376	KAZCADE ENGRAVING & TROPHIES	85.26	YEARS OF SERVICE PLAQUE - R. PINA; "LIBRARY & COMMUNITY CENTER 2023" BRASS PLATES WITH HOLES & ROUNDED CORNERS
2254	04/24/2023	Claims	2	106377	KELLER SUPPLY CO	37.13	1/2"X2" BRASS NIPPLES & 1/2" BALL VALVES
2255	04/24/2023	Claims	2	106378	ANTOINETTE KUBICA	64.54	WATER DEPOSIT REFUND - UB ACCT #13765 - 47 SAMANTHA COURT
2256	04/24/2023	Claims	2	106379	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY - 04/2023
2257	04/24/2023	Claims	2	106380	MENKE JACKSON BEYER LLP	102.00	GENERAL LEGAL SERVICE - 03/2023
2258	04/24/2023	Claims	2	106381	MINUTEMAN PRESS	288.08	ENVELOPES
2259	04/24/2023	Claims	2	106382	MORTONS SUPPLY	54.54	CAHALAN PARK VALVE FIX - 2" SLIP FIX, 2" SCH 80 PVC 90 TXT & PVC NIPPLES
2260	04/24/2023	Claims	2	106383	McCLATCHY COMPANY LLC	1,560.00	TRI-CITY HERALD JOB ADS - PW CREW LEADER SE/WW, PW OPS MGR & LATERAL POLICE OFC
2261	04/24/2023	Claims	2	106384	ROBERT R NORTHCOTT	1,300.00	PUBLIC DEFENDER; PUBLIC DEFENDER
2262	04/24/2023	Claims	2	106385	OFFICE SOLUTIONS NORTHWEST	230.30	MINI WALL CALENDAR , CALCULATOR RIBBON, COPY PAPER & DESKTOP STAPLERS; HP 962XL BLACK INK CARTRIDGE
2263	04/24/2023	Claims	2	106386	PACIFIC POWER	24,161.43	WELLS - 03/2023 & AREA LIGHTS - 03/2023; CIVIC CAMPUS - 04/2023; FIRE DEPT - 04/2023; LIFT STATIONS - 04/2023, TRAFFIC LIGHTS - 03/2023 & ST LIGHTS/BOOSTER PUMPS - 03/2023
2264	04/24/2023	Claims	2	106387	PEOPLE FOR PEOPLE	2,300.00	SENIOR NUTRITION TEMPORARY SITE MANAGER - 03/2023
2265	04/24/2023	Claims	2	106388	PETTY CASH	25.91	MISC RECEIPTS - 04/2023
2266	04/24/2023	Claims	2	106389	PRECISION PAVING & GRADING INC	1,026.08	WATER DEPOSIT REFUND - UB ACCT #13779 - 1901 S. 11TH STREET
2267	04/24/2023	Claims	2	106390	QUADIENT FINANCE USA, INC.	1,000.00	POSTAGE - 04/2023
2268	04/24/2023	Claims	2	106391	QUADIENT LEASING USA, INC.	665.43	POSTAGE MACHINE LEASE - 05/13/2023 - 08/12/2023

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2269	04/24/2023	Claims	2	106392	RACOM CORPORATION	338.14	SVC LABOR - REPROGRAM & RECONFIGURE POWER IN CARS - VEH #122 & 222
2270	04/24/2023	Claims	2	106393	REPUBLIC PUBLISHING CO	3,984.96	JOB POSTING - LATERAL POLICE OFFICERS; JOB POSTINGS - PW CREW LEADER - SE/WW DEPT & PW OPERATIONS MGR; JOB POSTING - ENTRY LEVEL OR LATERAL POLICE CLERK - 04/2022; JOB POSTING - CLERK/RECEPTIONIST - 0
2271	04/24/2023	Claims	2	106394	HARVEST RIPPY	70.79	WATER DEPOSIT REFUND - UB ACCT #13558 - 102 W. WHITE STREET
2272	04/24/2023	Claims	2	106395	SIRCHIE ACQUISITION COMPANY, LLC	100.38	2X4 GRIPLIFTER PR. BLACK CARDS
2273	04/24/2023	Claims	2	106396	DON C. SMITH	42.40	LEOFF 1 RETIREE RX
2274	04/24/2023	Claims	2	106397	SHAWN D. TAHKEAL-MANJARREZ	150.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 04/15/2023 - RESERVATION #5220
2275	04/24/2023	Claims	2	106398	THE REAL YELLOW PAGES	311.65	PARK AD - 04/2023
2276	04/24/2023	Claims	2	106399	TRI-STATE SUPPLY CO	86.64	FIRE DEPT ENGINE 96 REPAIR PARTS
2277	04/24/2023	Claims	2	106400	U.S. CELLULAR	936.32	PD PHONE SERVICE - 03/2023
2278	04/24/2023	Claims	2	106401	UNITED STATES POSTMASTER	875.58	UB POSTAGE - 04/2023
2279	04/24/2023	Claims	2	106402	WA STATE DEPT OF	25.00	OLD AGE & SURVIVORS INS. (OASI)
2280	04/24/2023	Claims	2	106403	WA STATE TREASURER	24,846.19	CJRS - 03/2023
2281	04/24/2023	Claims	2	106404	WELLS FARGO VENDOR FIN SERV	927.09	KYOCERA TASKALFA 6054CI LEASE - 04/2023
2282	04/24/2023	Claims	2	106405	YAKIMA CO DEPT OF CORRECTIONS	32,921.86	INMATE HOUSING & MEDICAL - 03/2023
2283	04/24/2023	Claims	2	106406	YAKIMA CO DISTRICT COURT	1,697.50	YAKIMA CO DISTRICT COURT PROBATIONS SERVICES - 1ST QTR 2023
2284	04/24/2023	Claims	2	106407	YAKIMA CO DISTRICT COURT	76,896.00	YAKIMA CO DISTRICT COURT MUNICIPAL COURT OPERATIONS - 1ST QTR 2023
2285	04/24/2023	Claims	2	106408	YAKIMA CO TREAS PROSECUTING	400.84	CVC-03/2023
2286	04/24/2023	Claims	2	106409	YAKIMA CO TREASURER	287,484.18	SIED LOAN FISCAL YEAR 2023
2287	04/24/2023	Claims	2	106410	YAKIMA VALLEY CONFERENCE	4,568.96	LAND USE PLANNING & GIS/MAPPING SERVICES -
2288	04/24/2023	Claims	2	106411	YAKIMA VALLEY TOURISM	14,150.66	2023 TRAVEL GUIDE DISTRIBUTION
2289	04/24/2023	Claims	2	106412	YAKIMA WASTE SYSTEMS INC	966.82	WASTE SERVICE - 03/2023

001 Current Expense Fund	171,044.97
101 Street Fund	8,279.78
106 Parks & Recreation Fund	69,379.27
107 Convention Center Reserve Fund	10,236.14
108 Tourism Promotion Area Fund	16,650.66
113 Fire Truck Reserve Fund	51,402.61
118 Municipal Capital Improvement Fund	13,575.54
121 Street Development Reserve Fund	2,906.92
123 Criminal Justice Fund	206,272.54
124 Infrastructure Reserve Fund	187,811.63
127 Commute Trip Reduction Fund	54.14
128 Transit System Fund	36.28
170 Housing Rehabilitation Fund	312.72
304 VMB Improvement Fund	5,131.34

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		401	Water Fund			21,102.44	
		402	Garbage Fund			9,782.92	
		403	Sewer Fund			6,002.45	
		404	Water Improvement Reserve			1,999.60	
		405	Sewer Improvement Reserve			120,232.95	
		414	Water Deposits			1,161.41	
		630	General State/County-Shared Rev Fund			126.00	
		633	Crime Victims Comp Cnty Share			400.84	
		640	Court Revenue Fund			24,720.19	
						<hr/>	
						928,623.34	Claims: 928,623.34
						928,623.34	

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2042	04/06/2023	Claims	2	EFT	MERCHANT SERVICES	66.43	CREDIT CARD PAYMENT FEE 04/05/2023
			401 - 534 50 49 00 - MISCELLANEOUS			22.14	
			403 - 535 50 49 00 - MISCELLANEOUS			22.15	
			402 - 537 50 49 00 - MISCELLANEOUS			22.14	
2055	04/07/2023	Claims	2	EFT	US BANK - CHECKING	26.00	INVESTMENT MAINT. FEE - 03/2023
			001 - 514 23 49 00 - MISCELLANEOUS			26.00	
2056	04/07/2023	Claims	2	EFT	MERCHANT SERVICES	29.85	CREDIT CARD PAYMENTS FEE - 04/05/23
			401 - 534 50 49 00 - MISCELLANEOUS			9.95	
			403 - 535 50 49 00 - MISCELLANEOUS			9.95	
			402 - 537 50 49 00 - MISCELLANEOUS			9.95	
2079	04/10/2023	Claims	2	EFT	MERCHANT SERVICES	247.57	CREDIT CARD PAYMENTS FEES - 04/06 - 04/07
			401 - 534 50 49 00 - MISCELLANEOUS			82.52	
			403 - 535 50 49 00 - MISCELLANEOUS			82.52	
			402 - 537 50 49 00 - MISCELLANEOUS			82.53	
2108	04/24/2023	Claims	2	EFT	WA STATE DEPT OF REVENUE	14,491.45	EXCISE TAX - 03/2023
			001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI			23.59	
			001 - 524 20 49 01 - EXTERNAL TAXES-BUILDING			7.67	
			401 - 534 50 49 01 - EXTERNAL TAXES			5,582.13	
			404 - 534 50 49 04 - EXTERNAL TAXES			32.27	
			403 - 535 50 49 02 - EXTERNAL TAXES			564.40	
			405 - 535 50 49 05 - EXTERNAL TAX - SEWER INFRAS			116.44	
			402 - 537 50 49 01 - EXTERNAL TAXES			7,191.92	
			001 - 576 80 49 02 - EXTERNAL TAXES			973.03	
2123	04/12/2023	Claims	2	EFT	MERCHANT SERVICES	122.62	CREDIT CARD PAYMENTS FEE - 04/11/2023
			401 - 534 50 49 00 - MISCELLANEOUS			40.87	
			403 - 535 50 49 00 - MISCELLANEOUS			40.87	
			402 - 537 50 49 00 - MISCELLANEOUS			40.88	
2144	04/13/2023	Claims	2	EFT	MERCHANT SERVICES	75.61	CREDIT CARD PAYMENTS FEE - 04/12/23
			401 - 534 50 49 00 - MISCELLANEOUS			25.20	
			403 - 535 50 49 00 - MISCELLANEOUS			25.20	
			402 - 537 50 49 00 - MISCELLANEOUS			25.21	
2145	03/14/2023	Claims	2	EFT	US BANK - CHECKING	404.68	ANALYSIS FEE - 02/2023
			001 - 514 23 49 00 - MISCELLANEOUS			404.68	
2171	04/14/2023	Claims	2	EFT	MERCHANT SERVICES	33.57	CREDIT CARD PAYMENTS FEE - 04/13
			401 - 534 50 49 00 - MISCELLANEOUS			11.19	
			403 - 535 50 49 00 - MISCELLANEOUS			11.19	
			402 - 537 50 49 00 - MISCELLANEOUS			11.19	
2206	04/17/2023	Claims	2	EFT	MERCHANT SERVICES	89.18	CREDIT CARD PAYMENTS FEE - 04/14 - 04/15
			401 - 534 50 49 00 - MISCELLANEOUS			29.73	
			403 - 535 50 49 00 - MISCELLANEOUS			29.73	
			402 - 537 50 49 00 - MISCELLANEOUS			29.72	
2220	04/24/2023	Claims	2	EFT	CENTURY LINK - LD	65.58	LONG DISTANCE - 04/2023
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			3.31	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			4.61	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			4.15	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			2.01	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			41.98	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			2.12	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			1.92	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			1.38	

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			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			0.15	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			0.26	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			0.71	
			128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN!			0.59	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI			1.84	
			001 - 576 80 47 01 - CIVIC CAMPUS U TILITIES-PARK			0.55	
2221	04/24/2023	Claims	2	EFT	CENTURY LINK	436.55	FIRE DEPT - 04/2023; SENIOR CENTER - 04/2023; CIVIC CENTER PHONE & FAX LINE - 04/2023
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			15.05	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			20.99	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			18.88	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			9.13	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			191.15	
			001 - 522 10 42 00 - COMMUNICATION			68.70	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			9.64	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			8.74	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			6.37	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			0.67	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			1.20	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			3.21	
			128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN!			2.69	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI			8.36	
			001 - 571 21 42 00 - COMMUNICATION			69.27	
			001 - 576 80 47 01 - CIVIC CAMPUS U TILITIES-PARK			2.50	
2222	04/24/2023	Claims	2	EFT	OFFICE DEPOT-PD	359.69	1" WHITE BINDER, PAPER CLIPS & RETURN OF 1" WHITE BINDER; COPY PAPER; LEGAL PADS, 3"X3" POST-IT STICKY NOTES & BLACK
			001 - 521 10 31 00 - PD ADMIN SUPPLIES			15.27	
			001 - 521 10 31 00 - PD ADMIN SUPPLIES			31.73	
			001 - 521 10 31 00 - PD ADMIN SUPPLIES			30.99	
			001 - 521 10 31 01 - PD CLERICAL SUPPLIES			147.02	
			001 - 521 21 31 00 - INVESTIGATION SUPPLIES			134.68	
2223	04/24/2023	Claims	2	EFT	SPECTRUM ENTERPRISE	132.45	CIVIC CENTER TV SERVICE - 04/2023
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			6.68	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			9.31	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			8.37	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			4.05	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			84.79	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			4.28	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			3.88	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			2.83	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			0.30	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			0.53	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			1.42	
			128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN!			1.19	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI			3.71	
			001 - 576 80 47 01 - CIVIC CAMPUS U TILITIES-PARK			1.11	
2224	04/24/2023	Claims	2	EFT	US BANK CARDMEMBER SVC	7,042.10	BANK DEPOSIT STAMP; CHAMBER MTG 03/29/2023 - PUBLIC SAFETY CONVERSATION - BOUNDS & HODKINSON; HANDBOOKS OF WASHINGTON CRIMINAL AND TRAFFIC LAWS - 2023 EDITION; PD VEH REGISTRATION/LICENSING - VIN #'S;
			001 - 511 60 31 01 - SUPPLIES			94.35	
			001 - 511 60 49 00 - MISCELLANEOUS			35.00	
			001 - 511 60 49 00 - MISCELLANEOUS			8.91	
			127 - 513 10 31 27 - SUPPLIES			54.14	
			001 - 513 10 49 01 - MISCELLANEOUS			35.00	

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			001 - 513 10 49 01 - MISCELLANEOUS			425.00	
			001 - 514 23 49 00 - MISCELLANEOUS			212.50	
			001 - 514 23 49 00 - MISCELLANEOUS			100.00	
			001 - 514 30 49 00 - MISCELLANEOUS			212.50	
			001 - 514 30 49 00 - MISCELLANEOUS			50.00	
			001 - 517 91 32 00 - FUEL			52.02	
			001 - 517 91 43 00 - TRAVEL			391.81	
			001 - 521 10 31 00 - PD ADMIN SUPPLIES			22.70	
			001 - 521 10 43 00 - PD ADMIN TRAVEL			22.31	
			001 - 521 10 44 00 - PD ADMIN ADVERTISING			70.00	
			001 - 521 10 49 00 - PD ADMIN MISCELLANEOUS			127.21	
			001 - 521 21 49 00 - INVESTIGATION MISCELLANEOI			180.54	
			001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI			52.97	
			001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI			84.94	
			001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI			161.99	
			001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI			-161.99	
			001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI			120.44	
			123 - 521 22 21 23 - CJ UNIFORMS & EQUIP			662.07	
			001 - 521 22 31 00 - PATROL SUPPLIES			339.83	
			001 - 521 22 31 00 - PATROL SUPPLIES			27.68	
			001 - 521 40 31 00 - PD TRAINING SUPPLIES			36.78	
			001 - 521 40 32 00 - PD TRAINING FUEL			31.78	
			001 - 521 40 32 00 - PD TRAINING FUEL			54.35	
			001 - 521 40 43 00 - PD TRAINING TRAVEL			823.50	
			001 - 521 40 43 00 - PD TRAINING TRAVEL			174.53	
			001 - 521 40 49 00 - PD TRAINING MISCELLANEOUS			140.00	
			001 - 521 80 32 00 - PD EVIDENCE FUEL			65.32	
			001 - 521 80 43 00 - PD EVIDENCE TRAVEL			40.53	
			001 - 521 80 49 00 - PD EVIDENCE MISCELLANEOUS			108.34	
			001 - 522 50 35 00 - FD FACILITIES - SMALL TOOLS &			269.15	
			001 - 524 20 43 00 - TRAVEL-BUILDING			493.27	
			401 - 534 50 31 00 - SUPPLIES			18.56	
			401 - 534 50 31 00 - SUPPLIES			14.71	
			401 - 534 50 49 00 - MISCELLANEOUS			570.00	
			403 - 535 50 31 00 - SUPPLIES			18.56	
			403 - 535 50 31 00 - SUPPLIES			14.71	
			402 - 537 50 31 00 - SUPPLIES			18.56	
			402 - 537 50 31 00 - SUPPLIES			14.71	
			001 - 558 60 43 00 - TRAVEL			493.27	
			001 - 594 13 64 00 - MACHINERY & EQUIPMENT			129.78	
			001 - 594 14 64 14 - MACHINERY & EQUIP-FIN/ADMV			129.77	
2041	04/06/2022:	Claims	2	106347	MERCHANT SERVICES		SHOULD BE EFT - Voided
2225	04/24/2022:	Claims	2	106348	ABSOLUTE COMFORT TECHNOLOGY	595.10	APPLICATION #3 - CODENSATE SWITCH FOR CIVIC CENTER BOILER
			001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-			30.00	
			001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-			41.84	
			001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-			37.63	
			001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-			18.21	
			001 - 521 50 48 01 - PD FACILITIES CIVIC CAMPUS M			380.98	
			001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-			19.21	
			401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-			17.43	
			403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-			12.65	
			402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-			1.33	
			101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-			2.40	
			101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-			6.40	
			128 - 547 10 48 01 - CIVIC CAMPUS MAINTENANCE-			5.36	
			001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-			16.67	
			001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE			4.99	

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2226	04/24/2023	Claims	2	106349	AMAZON CAPITAL SERVICES, INC	189.83	PAGE-UP COLOR PLUS DOCUMENT HOLDER & CASH REGISTER RECEIPT PAPER; PWR STRIP SURGE PROTECTOR, KEYBOARD WRIST REST, ADVIL & CASH REG RECEIPT PAPER; AIIBE 32 GB USB FLASHES DRIVES & KEXIN 64 GB USB FLASH
					001 - 513 10 31 00 - SUPPLIES	18.38	
					001 - 513 10 31 00 - SUPPLIES	9.73	
					001 - 514 23 31 00 - SUPPLIES	17.86	
					001 - 514 23 31 00 - SUPPLIES	9.74	
					001 - 514 30 31 00 - SUPPLIES	17.85	
					001 - 514 30 31 00 - SUPPLIES	43.16	
					001 - 514 30 31 00 - SUPPLIES	60.25	
					001 - 517 91 31 00 - SUPPLIES	12.86	
2227	04/24/2023	Claims	2	106350	ATLAS STAFFING INC	2,077.44	SEASONAL PARKS - WEEK WORKED 04/01/2023 - T. CARLS; SEASONAL PARKS - WEEK WORKED 04/08/2023 - T. CARLS
					001 - 576 80 41 00 - PROFESSIONAL SERVICES-ATLA	1,038.72	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES-ATLA	1,038.72	
2228	04/24/2023	Claims	2	106351	BENZ AIR ENGINEERING COMPANY, INC.	6,841.96	FIRE ENG MAGNA TRACK EXTRACTION UNIT, HOSE ASSEMBLY & BALANCER CORD
					001 - 522 20 48 00 - FD SUPPRESSION - REPAIRS & M	6,841.96	
2229	04/24/2023	Claims	2	106352	BORARCHITECTURE, PLLC	13,344.61	ARCHITECTURAL SVCS - LIBRARY/COMMUNITY CENTER - 03/2023
					118 - 594 10 41 18 - LIBRARY/COMMUNITY CENTER	13,344.61	
2230	04/24/2023	Claims	2	106353	ROGELIO BRAMBILA	150.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL 04/16/2023 - RESERVATION #5243
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	150.00	
2231	04/24/2023	Claims	2	106354	BROADWAY IRRIGATION CO.	55.00	2023 ANNUAL IRRIGATION WATER ASSESSMENT
					001 - 576 80 49 00 - MISCELLANEOUS	55.00	
2232	04/24/2023	Claims	2	106355	CASCADE FIRE & SAFETY	111.51	FIRE ENGINE - QHD OIL SEAL
					001 - 522 20 48 00 - FD SUPPRESSION - REPAIRS & M	111.51	
2233	04/24/2023	Claims	2	106356	CASCADE NATURAL GAS CORP	2,054.66	CIVIC CAMPUS - 03/2023; FIRE DEPT - 107 W. AHTANUM ROAD - 03/2023 & FIRE DEPT - 3007 2ND STREET - 03/2023; 4401 1/2 MAIN STREET & 4401 MAIN STREET #2 -
					001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC	40.33	
					001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN	56.26	
					001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER	50.59	
					001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL	24.48	
					001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL	512.22	
					001 - 522 50 47 00 - FD FACILITIES - UTILITIES	256.79	
					001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN	25.83	
					401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE	23.43	
					403 - 535 50 47 00 - UTILITIES	192.36	
					403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI	17.04	
					402 - 537 50 47 00 - UTILITIES	805.42	
					402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB	1.78	
					101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE	3.22	
					101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE	8.60	
					128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN	7.20	
					001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI	22.41	

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			001 - 576 80 47 01 - CIVIC CAMPUS U TILITIES-PARK			6.70	
2234	04/24/2022:	Claims	2	106357	CENTERPOINT LANGUAGE SERVICES	130.00	2022 INTERPRETING SERVICES - PUBLIC DEFENDER D. POLAGE - CASE #1A0292822
			001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC DEFEN			130.00	
2235	04/24/2022:	Claims	2	106358	CENTRAL WA AG MUSEUM	6,236.14	GENERAL MGR SVC - 03/2023 - P. STRATER & C. REESE; AG MUSEUM UTILITIES - 03/2023
			107 - 557 30 41 06 - ADMINISTRATOR SALARIES-AG			5,000.00	
			107 - 571 00 42 00 - COMMUNICATION-AG MUSEUM			173.47	
			107 - 571 00 47 00 - UTILITIES-AG MUSEUM			1,062.67	
2236	04/24/2022:	Claims	2	106359	CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	SFP SALES/MARKETING - 04/2023
			108 - 557 30 44 01 - ADVERTISING-STATE FAIR PARK			2,500.00	
2237	04/24/2022:	Claims	2	106360	CHRISTENSEN, INC.	2,082.59	PD FUEL - 04/01/2023 - 04/15/2023
			001 - 521 10 32 00 - PD ADMIN FUEL			350.92	
			001 - 521 21 32 00 - INVESTIGATION FUEL			200.53	
			001 - 521 22 32 00 - PATROL FUEL			1,531.14	
2238	04/24/2022:	Claims	2	106361	CI SHRED	243.85	PD SHRED SERVICE - 03/2023; CITY HALL SHRED SERVICE - 03/2023
			001 - 511 60 41 01 - PROFESSIONAL SERVICES			24.65	
			001 - 513 10 41 01 - PROFESSIONAL SERVICES			24.65	
			001 - 514 23 41 00 - PROFESSIONAL SERVICES			24.65	
			001 - 514 30 41 00 - PROFESSIONAL SERVICES			24.65	
			001 - 521 50 41 00 - PD FACILITIES PROFESSIONAL S			96.25	
			001 - 524 20 41 00 - PROFESSIONAL SERVICES-BUILT			12.32	
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			4.93	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			4.93	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			4.93	
			101 - 542 30 41 00 - PROFESSIONAL SERVICES			4.93	
			001 - 558 60 41 00 - PROFESSIONAL SERVICES			12.32	
			001 - 576 80 41 00 - PROFESSIONAL SERVICES-ATLA			4.64	
2239	04/24/2022:	Claims	2	106362	CINTAS CORP #605	66.85	CIVIC CENTER & PD MAT SERVICE - 04/07/2023
			001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-			3.37	
			001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-			4.70	
			001 - 514 30 48 01 - CIVIC CAMPUS MAINTENANCE-			4.23	
			001 - 515 31 48 00 - CIVIC CAMPUS MAINTENANCE-			2.05	
			001 - 521 50 48 01 - PD FACILITIES CIVIC CAMPUS M			42.80	
			001 - 524 20 48 01 - CIVIC CAMPUS MAINTENANCE-			2.16	
			401 - 534 50 48 01 - CIVIC CAMPUS MAINTENANCE-			1.96	
			403 - 535 50 48 01 - CIVIC CAMPUS MAINTENANCE-			1.41	
			402 - 537 50 48 01 - CIVIC CAMPUS MAINTENANCE-			0.15	
			101 - 542 30 48 01 - CIVIC CAMPUS MAINTENANCE-			0.27	
			101 - 543 30 48 01 - CIVIC CAMPUS MAINTENANCE-			0.72	
			128 - 547 10 48 01 - CIVIC CAMPUS MAINTENANCE-			0.60	
			001 - 558 60 48 01 - CIVIC CAMPUS MAINTENANCE-			1.87	
			001 - 576 80 48 01 - CIVIC CAMPUS MAINTENANCE			0.56	
2240	04/24/2022:	Claims	2	106363	CLASSIC CAR WASH	64.00	CAR WASHES - 03/2023
			001 - 521 10 48 00 - PD ADMIN REPAIRS & MAINT			9.00	
			001 - 521 22 48 00 - PATROL REPAIRS & MAINT			55.00	
2241	04/24/2022:	Claims	2	106364	CLIFF'S SEPTIC SERVICE	67.74	RENT-HANDICAP - AHTANUM YOUTH PARK & FULLBRIGHT PARK - 03/01/2023 - 03/07/2023
			001 - 576 80 45 00 - OPERATING RENTALS & LEASES			67.74	
2242	04/24/2022:	Claims	2	106365	LINDA COFFEY	150.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 04/08/2023

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			001 - 582 10 00 03 -		PARK DEPOSIT REFUND	150.00	
2243	04/24/2023	Claims	2	106366	CORE & MAIN LP	4,439.95	4TH AVENUE WATER SERVICE SUPPLIES
			401 - 534 50 31 00 -		SUPPLIES	4,439.95	
2244	04/24/2023	Claims	2	106367	EUROFINS MICROBIOLOGY LABORATOIRES, INC	552.45	Y_DW-COLILERT COMPLIANCE - W.O. #YDD0043 - 04/03/2023; WASTEWATER SAMPLING - 03/21/2023
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	198.45	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	354.00	
2245	04/24/2023	Claims	2	106368	FRANK'S POINT S	199.97	FLAT REPAIR - BACKHOE #3009; TRAILER TIRE REPLACEMENT
			401 - 534 50 48 00 -		REPAIRS & MAINTENANCE	25.55	
			403 - 535 50 48 00 -		REPAIRS & MAINTENANCE	2.32	
			101 - 542 30 48 00 -		REPAIRS & MAINTENANCE	4.65	
			101 - 542 66 48 00 -		REPAIRS & MAINTENANCE	11.62	
			128 - 547 10 48 00 -		REPAIRS & MAINTENANCE	2.32	
			001 - 576 80 49 00 -		MISCELLANEOUS	153.51	
2246	04/24/2023	Claims	2	106369	GENE WEINMANN CONSULTING	253.43	CDBG COORDINATOR, SUPPLIES & POSTAGE
			170 - 559 30 31 00 -		SUPPLIES	17.18	
			170 - 559 30 41 01 -		PROFESSIONAL SERVICES - HOU	236.25	
2247	04/24/2023	Claims	2	106370	GRANT J HUNT COMPANY	4,000.00	DESIGN & MARKETING - 04/2023
			107 - 557 30 41 01 -		PROF SERVICES-GRANT J HUNT	4,000.00	
2248	04/24/2023	Claims	2	106371	GRAY & OSBORNE, INC.	8,357.46	PROF ENGINEER SVCS - 02/26/2023 - 03/25/2023 - GOODMAN PL CONSTRUCTION MONITORING
			405 - 594 41 10 49 -		PROF SERVICES-GOODMAN RD	8,357.46	
2249	04/24/2023	Claims	2	106372	HLA ENGINEERING & LAND SURVEYING INC	22,092.09	PROFESSIONAL ENGINEER SERVICES - 03/01/2023 - 03/31/2023
			404 - 534 50 49 49 -		MISCELLANEOUS-WATER RIGH	1,967.33	
			405 - 594 35 41 54 -		BELTWAY SEWER EXT-PE	7,660.00	
			405 - 594 35 65 42 -		S BROADWAY AREA SE EXT (GSI	4,426.50	
			304 - 595 10 41 02 -		VMB - ENGINEERING/PROF. SEF	680.50	
			121 - 595 10 41 55 -		LONGFIBRE RD RESURFACING-F	2,906.92	
			304 - 595 30 65 02 -		VMB - CONSTRUCTION	4,450.84	
2250	04/24/2023	Claims	2	106373	HYUNDAI OF YAKIMA	674.87	LOF - VEH #'S 10, 220, 15, BULB REPLACEMENT - VEH #10 & TIRE ROTATION - VEH #15; LUBE, OIL/FILTER, TIRE ROTATION & FLUSH TRANSMISSION - VEH #119; LUBE, OIL & FILTER - VEH #5
			001 - 521 22 48 00 -		PATROL REPAIRS & MAINT	119.32	
			001 - 521 22 48 00 -		PATROL REPAIRS & MAINT	523.12	
			001 - 521 22 48 00 -		PATROL REPAIRS & MAINT	32.43	
2251	04/24/2023	Claims	2	106374	JOHN DEERE & COMPANY	69,379.27	JOHN DEERE MOWERS, TURF WHEELS, MULCH KIT, LIFT ARMS & JOHN DEERE GATOR
			106 - 594 76 69 06 -		MACHINERY & EQUIPMENT	69,379.27	
2252	04/24/2023	Claims	2	106375	JV1 CONSTRUCTION, LLC	258,906.58	REPLACE FIRE EXTRACTOR @ FIRE DEPT; CONSTRUCTION & CHANGE ORDERS FOR 30'X60' POLE BLDG @ 3007 2ND STREET
			001 - 522 50 48 00 -		FD FACILITIES - REPAIRS & MAI	1,893.50	
			123 - 594 21 62 23 -		CAPITAL EXPENDITURES - BUIL	188,320.97	
			123 - 594 21 62 23 -		CAPITAL EXPENDITURES - BUIL	17,289.50	

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			113 - 594 22 62 13		BUILDINGS & STRUCTURES	47,080.24	
			113 - 594 22 62 13		BUILDINGS & STRUCTURES	4,322.37	
2253	04/24/2023	Claims	2	106376	KAZCADE ENGRAVING & TROPHIES	85.26	YEARS OF SERVICE PLAQUE - R. PINA; "LIBRARY & COMMUNITY CENTER 2023" BRASS PLATES WITH HOLES & ROUNDED CORNERS
			001 - 521 10 49 00		PD ADMIN MISCELLANEOUS	25.97	
			170 - 594 72 62 43		LIBRARY & COMMUNITY CENTE	59.29	
2254	04/24/2023	Claims	2	106377	KELLER SUPPLY CO	37.13	1/2"X2" BRASS NIPPLES & 1/2" BALL VALVES
			401 - 534 50 31 00		SUPPLIES	37.13	
2255	04/24/2023	Claims	2	106378	ANTOINETTE KUBICA	64.54	WATER DEPOSIT REFUND - UB ACCT #13765 - 47 SAMANTHA COURT
			414 - 582 10 04 14		DEPOSIT REFUND	64.54	Refund Utility Deposit
2256	04/24/2023	Claims	2	106379	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY - 04/2023
			001 - 515 31 41 02		LEGAL SERVICES - PROS. ATTN	14,500.00	
2257	04/24/2023	Claims	2	106380	MENKE JACKSON BEYER LLP	102.00	GENERAL LEGAL SERVICE - 03/2023
			001 - 515 41 41 00		EXTERNAL LEGAL SERVICES	102.00	
2258	04/24/2023	Claims	2	106381	MINUTEMAN PRESS	288.08	ENVELOPES
			001 - 514 23 31 00		SUPPLIES	144.04	
			001 - 514 30 31 00		SUPPLIES	144.04	
2259	04/24/2023	Claims	2	106382	MORTONS SUPPLY	54.54	CAHALAN PARK VALVE FIX - 2" SLIP FIX, 2" SCH 80 PVC 90 TXT & PVC NIPPLES
			401 - 534 50 48 00		REPAIRS & MAINTENANCE	54.54	
2260	04/24/2023	Claims	2	106383	McCLATCHY COMPANY LLC	1,560.00	TRI-CITY HERALD JOB ADS - PW CREW LEADER SE/WW, PW OPS MGR & LATERAL POLICE OFC
			001 - 521 10 44 00		PD ADMIN ADVERTISING	520.00	
			401 - 534 50 44 00		ADVERTISING	104.00	
			403 - 535 50 44 00		ADVERTISING	520.00	
			403 - 535 50 44 00		ADVERTISING	104.00	
			402 - 537 50 44 00		ADVERTISING	104.00	
			118 - 542 30 44 00		ADVERTISING	104.00	
			001 - 576 80 44 00		ADVERTISING	104.00	
2261	04/24/2023	Claims	2	106384	ROBERT R NORTHCOTT	1,300.00	PUBLIC DEFENDER; PUBLIC DEFENDER
			001 - 515 91 41 03		LEGAL SERVICES-PUBLIC DEFEN	425.00	
			001 - 515 91 41 03		LEGAL SERVICES-PUBLIC DEFEN	875.00	
2262	04/24/2023	Claims	2	106385	OFFICE SOLUTIONS NORTHWEST	230.30	MINI WALL CALENDAR , CALCULATOR RIBBON, COPY PAPER & DESKTOP STAPLERS; HP 962XL BLACK INK CARTRIDGE
			001 - 511 60 31 01		SUPPLIES	0.28	
			001 - 513 10 31 00		SUPPLIES	1.97	
			001 - 514 23 31 00		SUPPLIES	4.64	
			001 - 514 23 31 00		SUPPLIES	20.57	
			001 - 514 23 31 00		SUPPLIES	50.72	
			001 - 514 30 31 00		SUPPLIES	9.71	
			001 - 514 30 31 00		SUPPLIES	59.25	
			001 - 514 30 31 00		SUPPLIES	46.26	
			001 - 521 10 31 00		PD ADMIN SUPPLIES	0.66	
			001 - 524 20 31 00		SUPPLIES-BUILDING	31.90	
			401 - 534 50 31 00		SUPPLIES	1.56	
			403 - 535 50 31 00		SUPPLIES	1.22	

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			402 - 537 50 31 00 -		SUPPLIES	1.22	
			001 - 576 80 31 00 -		SUPPLIES	0.34	
2263	04/24/2023	Claims	2	106386	PACIFIC POWER	24,161.43	WELLS - 03/2023 & AREA LIGHTS - 03/2023; CIVIC CAMPUS - 04/2023; FIRE DEPT - 04/2023; LIFT STATIONS - 04/2023, TRAFFIC LIGHTS - 03/2023 & ST LIGHTS/BOOSTER PUMPS - 03/2023
			001 - 513 10 47 00 -		CIVIC CAMPUS UTILITIES - EXEC	91.46	
			001 - 514 23 47 00 -		CIVIC CAMPUS UTILITIES-FINAN	127.57	
			001 - 514 30 47 00 -		CIVIC CAMPUS UTILITIES - CLER	114.71	
			001 - 515 31 47 00 -		CIVIC CAMPUS UTILITIES-LEGAL	55.50	
			001 - 521 50 47 00 -		PD FACILITIES CIVIC CAMP UTIL	1,161.54	
			001 - 522 50 47 00 -		FD FACILITIES - UTILITIES	577.44	
			001 - 524 10 47 01 -		CIVIC CAMPUS UTILITY-BUILDIN	58.58	
			401 - 534 50 47 00 -		UTILITIES	8,775.78	
			401 - 534 50 47 00 -		UTILITIES	497.76	
			401 - 534 50 47 01 -		CIVIC CAMPUS UTILITIES-WATE	53.13	
			403 - 535 50 47 00 -		UTILITIES	2,791.79	
			403 - 535 50 47 01 -		CIVIC CAMPUS UTILITIES-SEWEI	38.65	
			402 - 537 50 47 01 -		CIVIC CAMPUS UTILITES - GARB	4.04	
			101 - 542 30 47 01 -		CIVIC CAMPUS UTILITIES-STREE	7.30	
			101 - 542 63 47 00 -		UTILITIES	7,310.04	
			101 - 542 64 47 00 -		UTILITIES	892.79	
			101 - 543 30 47 01 -		CIVIC CAMPUS UTILITIES-STREE	19.51	
			128 - 547 10 47 01 -		CIVIC CAMPUS UTILITIES-TRAN!	16.33	
			001 - 558 60 47 01 -		CIVIC CAMPUS UTILITIES-PLANI	50.81	
			001 - 576 80 47 00 -		UTILITIES	1,501.50	
			001 - 576 80 47 01 -		CIVIC CAMPUS U TILITIES-PARK	15.20	
2264	04/24/2023	Claims	2	106387	PEOPLE FOR PEOPLE	2,300.00	SENIOR NUTRITION TEMPORARY SITE MANAGER - 03/2023
			001 - 571 21 41 00 -		PROF SERVICES - PEOPLE FOR P	2,300.00	
2265	04/24/2023	Claims	2	106388	PETTY CASH	25.91	MISC RECEIPTS - 04/2023
			001 - 511 60 31 01 -		SUPPLIES	25.91	
2266	04/24/2023	Claims	2	106389	PRECISION PAVING & GRADING INC	1,026.08	WATER DEPOSIT REFUND - UB ACCT #13779 - 1901 S. 11TH STREET
			414 - 582 10 04 14 -		DEPOSIT REFUND	1,026.08	Refund Utility Deposit
2267	04/24/2023	Claims	2	106390	QUADIENT FINANCE USA, INC.	1,000.00	POSTAGE - 04/2023
			001 - 514 23 42 00 -		COMMUNICATIONS	623.56	
			001 - 514 30 42 00 -		COMMUNICATIONS	246.96	
			001 - 521 10 42 00 -		PD ADMIN COMMUNICATIONS	22.11	
			001 - 521 10 42 00 -		PD ADMIN COMMUNICATIONS	2.62	
			001 - 524 20 42 00 -		COMMUNICATION-BUILDING	72.86	
			401 - 534 50 42 00 -		COMMUNICATION	10.63	
			403 - 535 50 42 00 -		COMMUNICATION	10.63	
			402 - 537 50 42 00 -		COMMUNICATION	10.63	
2268	04/24/2023	Claims	2	106391	QUADIENT LEASING USA, INC.	665.43	POSTAGE MACHINE LEASE - 05/13/2023 - 08/12/2023
			001 - 591 14 70 09 -		SBITA TECH LEASE - FINANCE	164.33	
			001 - 591 14 77 09 -		SBITA TECH LEASE - CLERK	414.93	
			001 - 591 21 70 09 -		SBITA TECH LEASE - POLICE	14.71	
			001 - 591 21 70 09 -		SBITA TECH LEASE - POLICE	1.77	
			001 - 591 24 70 09 -		SBITA TECH LEASE - BUILDING	48.48	
			401 - 591 34 70 09 -		SBITA TECH LEASE - WATER	7.07	
			403 - 591 35 70 09 -		SBITA TECH LEASE - SEWER	7.07	
			402 - 591 37 70 09 -		SBITA TECH LEASE - GARBAGE	7.07	
2269	04/24/2023	Claims	2	106392	RACOM CORPORATION	338.14	SVC LABOR - REPROGRAM & RECONFIGURE POWER IN CARS - VEH #122 & 222

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			001 - 521 22 41 00 - PATROL PROFESSIONAL SERVIC			338.14	
2270	04/24/2023	Claims	2	106393	REPUBLIC PUBLISHING CO	3,984.96	JOB POSTING - LATERAL POLICE OFFICERS; JOB POSTINGS - PW CREW LEADER - SE/WW DEPT & PW OPERATIONS MGR; JOB POSTING - ENTRY LEVEL OR LATERAL POLICE CLERK - 04/2022; JOB POSTING - CLERK/RECEPTIONIST - 0
			001 - 514 23 44 00 - ADVERTISING			324.86	
			001 - 514 30 44 00 - ADVERTISING			324.86	
			001 - 521 10 44 00 - PD ADMIN ADVERTISING			941.96	
			001 - 521 10 44 00 - PD ADMIN ADVERTISING			679.72	
			401 - 534 50 44 00 - ADVERTISING			126.93	
			403 - 535 50 44 00 - ADVERTISING			686.92	
			403 - 535 50 44 00 - ADVERTISING			126.93	
			402 - 537 50 44 00 - ADVERTISING			126.93	
			118 - 542 30 44 00 - ADVERTISING			126.93	
			001 - 558 60 44 00 - ADVERTISING			392.00	
			001 - 576 80 44 00 - ADVERTISING			126.92	
2271	04/24/2023	Claims	2	106394	HARVEST RIPPY	70.79	WATER DEPOSIT REFUND - UB ACCT #13558 - 102 W. WHITE STREET
			414 - 582 10 04 14 - DEPOSIT REFUND			70.79	Refund Utility Deposit
2272	04/24/2023	Claims	2	106395	SIRCHIE ACQUISITION COMPANY, LLC	100.38	2X4 GRIPLIFTER PR. BLACK CARDS
			001 - 521 22 31 00 - PATROL SUPPLIES			100.38	
2273	04/24/2023	Claims	2	106396	DON C. SMITH	42.40	LEOFF 1 RETIREE RX
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			42.40	
2274	04/24/2023	Claims	2	106397	SHAWN D. TAHKEAL-MANJARREZ	150.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 04/15/2023 - RESERVATION #5220
			001 - 582 10 00 03 - PARK DEPOSIT REFUND			150.00	
2275	04/24/2023	Claims	2	106398	THE REAL YELLOW PAGES	311.65	PARK AD - 04/2023
			001 - 576 80 44 00 - ADVERTISING			311.65	
2276	04/24/2023	Claims	2	106399	TRI-STATE SUPPLY CO	86.64	FIRE DEPT ENGINE 96 REPAIR PARTS
			001 - 522 20 48 00 - FD SUPPRESSION - REPAIRS & I			86.64	
2277	04/24/2023	Claims	2	106400	U.S. CELLULAR	936.32	PD PHONE SERVICE - 03/2023
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			936.32	
2278	04/24/2023	Claims	2	106401	UNITED STATES POSTMASTER	875.58	UB POSTAGE - 04/2023
			401 - 534 50 42 00 - COMMUNICATION			291.86	
			403 - 535 50 42 00 - COMMUNICATION			291.86	
			402 - 537 50 42 00 - COMMUNICATION			291.86	
2279	04/24/2023	Claims	2	106402	WA STATE DEPT OF	25.00	OLD AGE & SURVIVORS INS. (OASI)
			001 - 511 60 49 00 - MISCELLANEOUS			25.00	
2280	04/24/2023	Claims	2	106403	WA STATE TREASURER	24,846.19	CJRS - 03/2023
			640 - 586 00 09 01 - SCH ZONE SAFETY ST SHARE			634.06	
			640 - 586 00 13 01 - AUTO THEFT PREVENTION			1,195.17	
			640 - 586 00 26 01 - DOL TECH SUPPORT			319.94	
			630 - 589 30 01 01 - STATE BUILDING CODE FEE			126.00	
			640 - 589 30 04 01 - PSEA 1 STATE SHARE			11,423.36	
			640 - 589 30 05 01 - PSEA 2 STATE SHARE			6,376.17	
			640 - 589 30 06 01 - PSEA 3 STATE SHARE			213.97	
			640 - 589 30 07 01 - CRIME LAB/BREATH ST SHARE			180.54	
			640 - 589 30 08 01 - JIS STATE SHARE			3,281.67	
			640 - 589 30 10 01 - TRAUMA CARE STATE SHARE			1,095.31	

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2281	04/24/2023	Claims	2	106404	WELLS FARGO VENDOR FIN SERV	927.09	KYOCERA TASKALFA 6054CI LEASE - 04/2023
					001 - 591 11 70 09 - SBITA TECH LEASE - LEGISLATIV	2.52	
					001 - 591 13 70 09 - SBITA TECH LEASE - EXECUTIVE	17.94	
					001 - 591 14 70 09 - SBITA TECH LEASE - FINANCE	417.67	
					001 - 591 14 77 09 - SBITA TECH LEASE - CLERK	164.50	
					001 - 591 17 70 09 - SBITA TECH LEASE - WELLNESS	0.01	
					001 - 591 21 70 09 - SBITA TECH LEASE - POLICE	5.98	
					001 - 591 24 70 09 - SBITA TECH LEASE - BUILDING	291.26	
					401 - 591 34 70 09 - SBITA TECH LEASE - WATER	8.81	
					403 - 591 35 70 09 - SBITA TECH LEASE - SEWER	8.81	
					402 - 591 37 70 09 - SBITA TECH LEASE - GARBAGE	8.81	
					001 - 591 76 70 09 - SBITA TECH LEASE - PARKS	0.78	
2282	04/24/2023	Claims	2	106405	YAKIMA CO DEPT OF CORRECTIONS	32,921.86	INMATE HOUSING & MEDICAL - 03/2023
					001 - 523 20 41 04 - DETENTION & CORRECTION CC	33,171.58	
					001 - 523 20 41 07 - DETENTION & CORRECTION-MI	-192.93	
					001 - 523 20 41 07 - DETENTION & CORRECTION-MI	-56.79	
2283	04/24/2023	Claims	2	106406	YAKIMA CO DISTRICT COURT	1,697.50	YAKIMA CO DISTRICT COURT PROBATIONS SERVICES - 1ST QTR 2023
					001 - 512 52 41 00 - COURT SERVICE COSTS	1,697.50	
2284	04/24/2023	Claims	2	106407	YAKIMA CO DISTRICT COURT	76,896.00	YAKIMA CO DISTRICT COURT MUNICIPAL COURT OPERATIONS - 1ST QTR 2023
					001 - 512 52 41 00 - COURT SERVICE COSTS	76,896.00	
2285	04/24/2023	Claims	2	106408	YAKIMA CO TREAS PROSECUTING	400.84	CVC-03/2023
					633 - 586 00 00 00 - CRIME VICTIMS COMP CNTY SF	400.84	
2286	04/24/2023	Claims	2	106409	YAKIMA CO TREASURER	287,484.18	SIED LOAN FISCAL YEAR 2023
					405 - 591 35 04 05 - S BROADWAY SEWER SIED DEB'	72,752.38	
					124 - 591 95 79 00 - SIED LOAN PRINCIPAL	155,397.23	
					405 - 592 35 04 05 - S BROADWAY SEWER SIED DEB'	26,920.17	
					124 - 592 95 89 00 - SIED LOAN INTEREST	32,414.40	
2287	04/24/2023	Claims	2	106410	YAKIMA VALLEY CONFERENCE	4,568.96	LAND USE PLANNING & GIS/MAPPING SERVICES - 03/2023
					001 - 558 60 41 01 - INTERGOVERNMENTAL PROFES	4,568.96	
2288	04/24/2023	Claims	2	106411	YAKIMA VALLEY TOURISM	14,150.66	2023 TRAVEL GUIDE DISTRIBUTION
					108 - 557 30 44 08 - ADVERTISING-YAK VALLEY TOU	14,150.66	
2289	04/24/2023	Claims	2	106412	YAKIMA WASTE SYSTEMS INC	966.82	WASTE SERVICE - 03/2023
					402 - 537 60 49 00 - CONTRACTED SERVICES	966.82	
					001 Current Expense Fund	171,044.97	
					101 Street Fund	8,279.78	
					106 Parks & Recreation Fund	69,379.27	
					107 Convention Center Reserve Fund	10,236.14	
					108 Tourism Promotion Area Fund	16,650.66	
					113 Fire Truck Reserve Fund	51,402.61	
					118 Municipal Capital Improvement Fund	13,575.54	
					121 Street Development Reserve Fund	2,906.92	
					123 Criminal Justice Fund	206,272.54	
					124 Infrastructure Reserve Fund	187,811.63	
					127 Commute Trip Reduction Fund	54.14	
					128 Transit System Fund	36.28	
					170 Housing Rehabilitation Fund	312.72	
					304 VMB Improvement Fund	5,131.34	

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	401	Water Fund			21,102.44	
	402	Garbage Fund			9,782.92	
	403	Sewer Fund			6,002.45	
	404	Water Improvement Reserve			1,999.60	
	405	Sewer Improvement Reserve			120,232.95	
	414	Water Deposits			1,161.41	
	630	General State/County-Shared Rev Fund			126.00	
	633	Crime Victims Comp Cnty Share			400.84	
	640	Court Revenue Fund			24,720.19	
					<hr/>	Claims: 928,623.34
					928,623.34	



City Council Communication

Meeting Date: April 24, 2023
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Advance Travel Vouchers – March, 2023

SYNOPSIS: Advance Travel Vouchers for March, 2023

RECOMMENDATION: Request Council to approve Check No. 1304 in the amount of \$221.39.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Advance Travel Voucher Register

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2080	03/24/2023	Claims	638	1304	JASON G CAVANAUGH	221.39	WABO CONFERENCE
		638 Advance Travel Fund				221.39	
		* Transaction Has Mixed Revenue And Expense Accounts				221.39	Claims: 221.39